

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: June 15, 2020

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

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

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

Thursday, the 18th day of June 2020

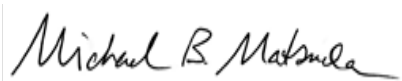
Members of the public may observe the meeting by livestream on the District's
YouTube channel at <https://bit.ly/2KEiCDA>.

Individuals requesting interpretation should contact the executive assistant to the
superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, June 16, 2020,
to allow for reasonable arrangement to ensure interpretation services.

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

Closed Session—8:15 a.m.

Regular Meeting-10:00 a.m.



Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES

Agenda

Thursday, June 18, 2020

Closed Session—8:15 a.m.

Regular Meeting—10:00 a.m.

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

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

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, June 16, 2020, to allow for reasonable arrangement to ensure interpretation services.

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

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

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, June 16, 2020, to allow for reasonable arrangements to ensure accessibility to the meeting.

Meetings are recorded for use in the official minutes.

1. **CALL TO ORDER—ROLL CALL** **ACTION ITEM**
2. **ADOPTION OF AGENDA** **ACTION ITEM**
(Roll Call Vote)
3. **PUBLIC COMMENTS, CLOSED SESSION ITEMS** **INFORMATION ITEM**

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

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

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

- 4.1 To consider matters pursuant to Government Code Section 54957: Public employee performance evaluation, superintendent.
- 4.2 To consider matters pursuant to Government Code Section 54956.9 (d)(2): Conference with legal counsel, anticipated litigation regarding one matter.
- 4.3 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2019121016).
- 4.4 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2020030995).
- 4.5 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2020040447).
- 4.6 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Dr. Root, and Mr. Jackson regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), California School Employees Association (CSEA), and Mid-Managers Association (MMA).
- 4.7 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.
- 4.8 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2019-20-05. **[CONFIDENTIAL]**
- 4.9 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment–assistant principal(s).

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

5.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

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

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

5.3 **Closed Session Report**

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

6. **INTRODUCTION OF GUESTS** **INFORMATION ITEM**

The Board of Trustees would like to recognize our community stakeholders for their interest in the Anaheim Union High School District and for attending our Board meeting. Thank you for your participation and contribution as we create an educational environment that graduates socially

aware, civic-minded students who are college and career ready with unlimited opportunities for the 21st century.

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

7. BOARD OF TRUSTEES' RECOGNITION

INFORMATION ITEM

Kindness Matters Awards

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

The Board of Trustees will honor the following individuals:

Sylvia Alexander	Manager	Home Goods
Nick Bayuga	Instructional Assistant	Hope School
Michael Cypher	Make Up and Special Effects Artist	Knott's Berry Farm
Brittany Diaz	Store Manager	Smart & Final
Peter Dodosh	Teacher	Cypress High School
Jeff Fuentes	Teacher	Sycamore Junior High School
Bryan Garcia	Student	Savanna High School
Lisa Hormuth	Teacher	Dale Junior High School
Angie Mealer	Instructional Assistant	Magnolia High School
Leonie Mulvihill	City of Anaheim Attorney	City of Anaheim
Katrina Mundy	Teacher	Magnolia High School
Nitesh Patel	Attorney, Councilmember	City of La Palma
Kris Pavia	Store Manager	Walgreens
Ashlynn Viramontes	Student	Katella High School

8. REPORTS

INFORMATION ITEM

8.1 Reports of Associations

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

8.2 Parent Teacher Student Association (PTSA) Reports

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

9. PUBLIC COMMENTS, OPEN SESSION ITEMS

INFORMATION ITEM

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

10. PRESENTATIONS

INFORMATION ITEMS

10.1 School Dismissal and Distance Learning

Background Information:

On March 13, 2020, the Board of Trustees unanimously passed and adopted Resolution No. 2019/20-BOT-02, declaring a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19). In recognition of the existing emergency, the Board of Trustees unanimously authorized the District to close physical school sites for students through March 27, 2020, which was extended through the end of the school year on April 9, 2020, by unanimous adoption of Resolution No. 2019/20-BOT-03. Since March 13, 2020, District administrators, faculty, and staff have been developing and implementing a program of distance learning to ensure the continued education of AUHSD students during the period of school dismissal resulting from COVID-19. District staff has also worked to meet the needs of the community in other ways, including distribution of meals and technology, among other things.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.2 Public Hearing, 2020-21 Proposed Budget

Background Information:

The Board of Trustees is requested to open a public hearing on the 2020-21 proposed budget. Education Code Section 42103 requires the governing board of each school district to hold a public hearing on the proposed budget for its district. The public hearing should be held on, or before, July 1, 2020, and should be held at least three days following availability of the proposed budget for public inspection. At the hearing, any resident of the District has an opportunity to appear and comment on the budget. The budget will not be considered for adoption by the Board of Trustees until after the public hearing has been held.

Current Consideration:

Business Services staff will present the 2020-21 proposed budget. The Board is required to hold this public hearing before such adoption.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item, requiring no formal action by the Board of Trustees, it is recommended that the Board open a public hearing to provide the public an opportunity to speak on the 2020-21 proposed budget. Comments may be submitted online at <https://bit.ly/2KJTmW> prior to the meeting.

11. ITEMS OF BUSINESS

RESOLUTIONS

- 11.1 **Resolution No. 2019/20-B-18, Adjustments to Income and Expenditures, General Fund; Resolution No. 2019/20-B-19, Adjustments to Income and Expenditures, Various Funds; and Proposed Budget (All Funds)** **ACTION ITEM**
(Roll Call Vote)

Background Information:

The Board of Trustees must adopt a budget for the next fiscal year by July 1, 2020, per Education Code Section 42127(a). The Board has a fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. The District submitted a detailed list of methods of acquiring such funds for Board approval as part of the 2020 Second Interim Report. As a part of the proposed budget, the Anaheim Union High School District Budget Stabilization Plan will be presented.

Current Consideration:

After thorough analysis and review, the 2019-20 budget was updated from the Second Interim Report, which was presented and approved by the Board of Trustees at its March 5, 2020, regular meeting. Per Education Code Sections 42600 and 42601, all adjustments to the current budget must be approved by a resolution of the Board of Trustees. Resolution No. 2019/20-B-18 summarizes adjustments to the General Fund and Resolution No. 2019/20-B-19 summarizes adjustments to all other funds.

Budget Implication:

As part of the annual budget reporting process, budget adjustments are made to revenue, expenditures, and fund balances. Resolution No. 2019/20-B-18, General Fund, and Resolution No. 2019/20-B-19, Various Funds, authorize budget adjustments per Education Code Sections 42600 and 42601.

Staff Recommendation:

1. It is recommended that the Board of Trustees adopt Resolution No. 2019/20-B-18, General Fund, by a roll call vote. **[EXHIBIT A]**
2. It is recommended that the Board of Trustees adopt Resolution No. 2019/20-B-19 Various Funds, by a roll call vote. **[EXHIBIT B]**
3. It is recommended that the Board of Trustees adopt the 2020-21 Proposed Budget including the Budget Stabilization Plan (All Funds). **[EXHIBIT C]**

- 11.2 **Resolution No. 2019/20-B-20, Education Protection Account** **ACTION ITEM**
(Roll Call Vote)

Background Information:

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increased the state sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. On November 8, 2016, the voters approved Proposition 55, which extended the Proposition 30 temporary income tax increase on high income earners by twelve years through 2030. Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education, and community college districts are required to determine how the monies received from the

Education Protection Account (EPA) are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators, or any other administrative costs, for the years 2012-13 through 2029-30.

Current Consideration:

The new revenues generated from Proposition 55 are deposited into the State EPA account. School districts, county offices of education, charter schools, and Local Educational Agencies (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount, including charter school general purpose funding. A corresponding reduction is made to an LEA's revenue limit, or charter school general purpose state aid, equal to the amount of their EPA entitlement.

This resolution, as required by Article XIII, Section 36 of the California Constitution, approving the District's utilization of funds subject to EPA for 2020-21 has been prepared for the Board of Trustees' consideration.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-B-20, by a roll call vote. [EXHIBIT D]

- 11.3 **Resolution No. 2019/20-B-21, Emergency Resolution for Repair of Weight Room and Gym Floors at Katella High School (Roll Call Vote)** ***ACTION ITEM***

Background Information:

On April 24, 2020, staff at Katella High School discovered water leaking from the weight room. It was determined that there was a major leak from an overhead 4" water pipe causing flooding in the weight room and the majority of the gym. Immediately upon the discovery of the water, school staff shut off the water and requested the services of American Technologies, Inc. (ATI) to mitigate further damage, which included the opening and drying of walls, drying the floors of the weight room and gym with dehumidifiers and fans, including subfloors, among various other tasks required to prevent further damage. ATI completed all work by May 7, 2020. The Clean-Out Kings, LLC, started the repair of the water pipe on May 5, 2020, and completed the repair on May 8, 2020.

In the meantime, Keenan & Associates assessed the damage and advised the District to immediately replace the entire floor in the weight room and the gym. On or about May 5, 2020, District staff approved the proposal from McWil Sports Surfaces, Inc. and they began work immediately, which included, demolition of the existing water damaged floors, installation of a new floor system, replacement of all 10 volleyball cover plates, replacement of the existing wall base with new rubber vented cove base, removing and then reattaching the bleachers, painting all game lines and logos to match the existing layout, as well as various other repairs necessary for the weight room and gym. McWil Sports Surfaces, Inc. commenced demolition of the floors on or about May 5, 2020, and started the replacement of the floors by May 11, 2020. District staff needed to act quickly in retaining the services of McWil Sports Surfaces, Inc. due to the anticipated start of summer school on June 1, 2020.

Current Consideration:

Public Contract Code Section 20113 provides that in an emergency when any repairs, alterations, work or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the Board of Trustees may, by unanimous vote, with the approval of the County Superintendent of Schools, make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids.

The emergency repair being performed by McWil Sports Surfaces, Inc. was necessary to ensure the weight room and gym would be ready for whenever the District decided to begin summer school and eventually the start of the new school year.

Budget Implication:

The total expenditure of \$303,732 will be reimbursed mostly from insurance. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees adopt Emergency Resolution No. 2019/20-B-21, by a roll call vote. **[EXHIBIT E]**

11.4 **Resolution No. 2019-20-BOT-06, Black Lives Matter**
(Roll Call Vote)

ACTION ITEM

Background Information:

Throughout our nation's history, institutional and structural racism, as well as injustice have led to deepening racial disparities across all sectors of society and have had lasting negative consequences for our communities, cities, and nation. In response to current and historic disparate treatment of African Americans and the killing of unarmed Black men and women, a nationwide movement to assert that Black lives matter, including on the school campuses that serve all children, has arisen.

Current Consideration:

Historically, when Black people have fought for a more democratic society, the lives of all people have improved and, conversely, each time barriers to Black people's potential have been erected, our whole society has suffered. The problems of society are mirrored in schools, and these problems can only be fully addressed with a united effort of community and school coming together for the betterment of our students' futures. Shouting loudly that "Black lives matter" does not negate our commitment to all of our students, but rather elevates Black students' struggles to trust that our society values them, we must affirm that their lives, specifically, matter. Through this Resolution, the Board of Trustees declares that the lives of our Black students matter, the lives of our Black families matter, the lives of our Black teachers and staff members matter, and that all Black lives matter, as well as encourages participation Districtwide in the Black Lives Matter At School Week, February 3-7, 2021, and in the first weeks of instruction of the 2020-21 year.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-BOT-06, by a roll call vote. **[EXHIBIT F]**

BUSINESS SERVICES

11.5 Board Policy, First Reading, Multiple Policies

INFORMATION ITEM

Background Information:

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

Current Consideration:

The Business Division has submitted the following policies for review:

- 11.5.1 Revised Board Policy 5201 (7310), Naming of Facility [EXHIBIT G]
- 11.5.2 New Board Policy 5021 (7110), Facilities Master Plan [EXHIBIT H]
- 11.5.3 New Board Policy 5306 (7111), Evaluating Existing Buildings [EXHIBIT I]
- 11.5.4 New Board Policy 9203.01.02 (7131), Relations with Local Agencies [EXHIBIT J]
- 11.5.5 New Board Policy 5022 (7140), Architectural and Engineering Services [EXHIBIT K]
- 11.5.6 New Board Policy 5023 (7150), Site Selection and Development [EXHIBIT L]
- 11.5.7 New Board Policy 5025 (7160), Charter School Facilities [EXHIBIT M]
- 11.5.8 New Board Policy 5027 (7210), Facilities Financing [EXHIBIT N]
- 11.5.9 New Board Policy 5028 (7211), Developer Fees [EXHIBIT O]
- 11.5.10 New Board Policy 5030 (7213), School Facilities Improvement Districts [EXHIBIT P]
- 11.5.11 New Board Policy 5032 (7214) General Obligation Bonds [EXHIBIT Q]

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.6 Board Policy, Second Reading, Multiple Policies (Roll Call Vote)

ACTION/INFORMATION ITEM

Background Information:

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

Current Consideration:

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

- 11.6.1 Revised Board Policy 5403 (3551), Food Service Operations [EXHIBIT R]
- 11.6.2 Revised Board Policy 5405 (5030), Student Wellness [EXHIBIT S]
- 11.6.3 New Board Policy 4502 (3110), Transfer of Funds [EXHIBIT T]
- 11.6.4 Revised Board Policy 41006.05 (3314.2), Revolving Funds [EXHIBIT U]

- 11.6.5 Revised Board Policy 4505 (3430), Investing **[EXHIBIT V]**
- 11.6.6 Revised Board Policy 6317.20 (3513.4), Drug and Alcohol Free Schools **[EXHIBIT W]**
- 11.6.7 Revised Board Policy 6317.09 (3600), Consultants **[EXHIBIT X]**
- 11.6.8 New Board Policy 5303 (3510), Green School Operations **[EXHIBIT Y]**

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.7 **Grant Award, No Kid Hungry**
(Roll Call Vote)

ACTION ITEM

Background Information:

No Kid Hungry offered real time funding and assistance for schools and community organizations that found new and innovative ways to make sure children had access to the meals they need as schools closed due to the Coronavirus pandemic. No Kid Hungry provided \$1 million in emergency grants to support these local efforts.

Current Consideration:

The grant award to Anaheim Union High School District, in the amount of \$25,000, is designated to support the distribution of meals, including the purchase of equipment and supplies.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.8 **Addendum Agreement, Transportation Contractor, Greater Anaheim** ***ACTION ITEM***
Special Education Local Plan Area (GASELPA) and Blessed Transportations and
Associates
(Roll Call Vote)

Background Information:

Anaheim Union High School District (AUHSD) provides and utilizes outside contractors to furnish, operate, and maintain school busses, as well as drivers for transportation of pupils within the Special Education Local Plan Area (SELPA) and the District. On March 5, 2020, Governor Newsom declared a State of Emergency due to COVID-19. Due to the State of Emergency, Senate Bill 117 was enacted. Part of this law required that districts receive hold harmless apportionments to ensure that their employees and contractors are paid, as reasonably anticipated as if schools had not closed.

Current Consideration:

AUHSD serves as a contractor for Greater Anaheim Special Education Local Plan Area (GASELPA) and receives transportation services through a contract with Blessed Transportation and Associates to provide transportation services to several AUHSD students. Due to the school closures, students have not received services beginning March 16, 2020. Along with districts throughout Orange County, an agreement was developed to allow

districts to continue to pay via the agreements of their contracts regardless of whether or not services were actually being provided to students.

Budget Implication:

Due to the hold harmless apportionment mandated by Senate Bill 117, there will be no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreements. **[EXHIBITS AA and BB]**

- 11.9 **Contract for Renewable Compressed Natural Gas (CNG) Fuel, Transportation (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Transportation Department recently took delivery of 15 new Compressed Natural Gas (CNG) buses through a grant from the South Coast Air Quality Management District (SCAQMD). Per the grant requirements, AUHSD must have a three-year contract in place to fuel at a facility that offers compressed Renewable Natural Gas (RNG) to be used in these new buses. RNG is essentially biogas, the gaseous product of the decomposition of organic matter, which has been processed to purity standards.

Current Consideration:

Having CNG fueling capabilities within close proximity to the District Office was a key factor in determining a company that could provide compressed RNG. Clean Energy has a facility in north Anaheim, as well as other locations across Southern California. The new CNG busses will be able to fuel while meeting the requirements of the SCAQMD grant in utilizing RNG fuel. This agreement will provide the District additional locations to fuel the buses and is one option.

Budget Implication:

The total anticipated annual expenditure is approximately \$10,000 per year, for a total cost of \$30,000 for the three-year period. The amount shown is the best estimate based on an average anticipated yearly usage. Actual annual expenditures could be higher or lower depending on fuel costs and consumption. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with Clean Energy for compressed RNG fueling. **[EXHIBIT CC]**

- 11.10 **Agreement, Pace Payment Systems, an i3 Verticals Company (Roll Call Vote)** **ACTION ITEM**

Background Information:

In 2015, the District implemented an online payment system, My Payment Network, Inc. This payment system provided a comprehensive online payment system to allow parents a single vehicle for online purchases. The payment system is branded as SchoolPay to parents. SchoolPay interfaces with our Food Service system, Harris Solutions eTriton, and our student information systems, Eagle Aeries. Due to the nature of transactions that are processed by our ASB's, SchoolPay did not integrate properly with the ASB software, ASBWorks.

In 2017, Pace Payment Systems (Pace) launched a payment interface across ASBWorks with simple and consistent pricing, chip card processing, and wireless capabilities. Pace is a level 1 Payment Card Industry data security compliant company. Currently, \$175 million in transactions are processed by Pace annually. Pace integrates with the ASBWorks webstore, and will allow ASB's to accept credit card payments both online and in person.

Current Considerations:

Due to the current conditions of the pandemic and school closures, it became necessary to immediately implement a system that allowed for partial payments in order to allow for continued sales of yearbooks and other related items. Feedback was solicited from the ASB Directors, ASB Account Technicians, and the Junior High Senior Administrative Assistants. There was unanimous support for moving to Pace. Training has been held with each ASB Account Technician and Junior High Senior Administrative Assistant. The webstores for each school site have been set up. Each ASB is charged \$5 per month for their webstore.

A link has been provided on each school sites's website for ease of use by parents. Parents will be charged a convenience fee of 2.99 percent, which will be a savings for parents when compared to the prior SchoolPay system. The fee structure for SchoolPay is tiered based on the dollar amount of the transaction with the highest tier being a 3.99 percent charge. The majority of the transactions under SchoolPay have been subject to the 3.99 percent convenience fee. Services began April 27, 2020.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

EDUCATIONAL SERVICES

11.11 **Adoption, COVID-19 Operations Written Report**
(Roll Call Vote)

ACTION ITEM

Background Information:

Executive Order (EO) N-56-20 was established on April 22, 2020, to address the impact of continued school closures in response to the COVID-19 pandemic and the local educational agencies' ability to conduct meaningful annual planning and the ability to meaningfully engage stakeholders in these processes.

EO N-56-20 issued timeline and approval waivers for the Local Control and Accountability Plan and Budget Overview for parents, as well as waving certain budgetary requirements. The Executive Order also established the requirement that a local educational agency (LEA) adopt a written report (COVID-19 Operations Written Report) explaining to its community the changes to program offerings the LEA has made in response to school closures to address the COVID-19 emergency, as well as the major impacts of such closures on students and families.

Current Consideration:

The COVID-19 Operations Written Report is presented to the Board for approval.

Budget Implication:

This report is presented in conjunction with the annual adopted budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the COVID-19 Operations Written Report. **[EXHIBIT EE]**

11.12 **Revised Board Policy 7807 (6158); 7807-R (AR 6158),
Independent Study, Second Reading
(Roll Call Vote)**

INFORMATION ITEM

Background Information:

Board Policy 7807; 7807-R, Independent Study, establishes independent study as an optional alternative instructional strategy by which District students may reach curricular objectives and fulfill graduation requirements. The primary purpose of independent study is to offer a means of individualizing the educational plans for students whose needs may be met through study outside the regular classroom setting and who are motivated to achieve educationally, as well as or better through this strategy than they would in the regular classroom. The policy was last revised in 2009.

Current Consideration:

The District endeavors to keep its policies manual current. Using the model policy of the California School Boards Association, staff have revised Board Policy 7807; 7807-R to incorporate statutory changes since 2009 and to meet the needs of District students.

Section 11701 of Title 5 of the California Code of Regulations provides: "In setting [independent study] policy ..., the local governing board shall consider, in a public hearing, the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of pupils or adult education students. Adopted policies shall reflect an awareness that excessive leniency in their terms can result in pupils falling so far behind their age peers as to increase, rather than decrease, the risk of their dropping out of school."

As stated in the proposed policy revision, independent study offers a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. This includes students who may be interested in an expanded virtual learning setting offered by the District. The revised policy does not change existing requirements bearing specifically on the maximum realistic lengths of assignments (20 days) and acceptable number of missed assignments for specific populations of pupils or adult education students (3) and reflects an awareness that excessive leniency in their terms can result in pupils falling so far behind their age peers as to increase, rather than decrease, the risk of their dropping out of school.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review and/or approve revised Board Policy 7807 (6158); 7807-R (AR 6158). **[EXHIBIT FF]**

11.13 **Master Contract, Behavioral Learning Network**
(Roll Call Vote)

ACTION ITEM

Background Information:

Behavioral Learning Network (BLN) is a non-public agency that provides both comprehensive and focused Applied Behavior Analysis (ABA) services for individuals diagnosed with autism spectrum disorder and other related developmental disabilities. BLN was founded in 2013 to help meet the growing need for quality behavior intervention services for individuals with autism spectrum disorder. They provide one-to-one services, assessments, as well as consultations within the home, community, school, and center settings.

Current Consideration:

Currently, BLN provides supervision, ongoing analysis and monitoring of a behavior treatment plan that was developed to meet the unique needs of a student with disabilities. Services are part of the student's Individualized Education Program (IEP) and reviewed annually to determine continued need or modification of the services based upon the student's current individual needs. Services are being provided July 1, 2019, through June 30, 2020.

Budget Implication:

The total cost for these services is not to exceed \$23,100. (General Funds)

Staff Recommendation:

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

11.14 **Professional Services Contract, Thriving YOUiversity, LLC**
(Roll Call Vote)

ACTION ITEM

Background Information:

Thriving YOUiversity, LLC is a professional development organization, which specializes in working with alternative and continuation schools. The focus of the presentation is to build teacher capacity with ways to engage and academically challenge students while utilizing trauma-informed teaching practices. They focus on social emotional academic learning to help build the teachers' capacity in research-based instructional approaches to help students with trauma.

Current Consideration:

Thriving YOUiversity presented to staff at Gilbert High School and provided access to digital resources after the presentation. Services were provided February 10, 2020, through February 21, 2020.

Budget Implication:

The total cost is not to exceed \$2,500. (Comprehensive Support and Improvement Site Funds)

Staff Recommendation:

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

- 11.15 **Memorandum of Understanding (MOU), Islamic Circle of North America (ICNA)** **ACTION ITEM**
(Roll Call Vote)

Background Information:

The mission of Islamic Circle of North America (ICNA) Relief is to uplift the underserved in the US through a nationwide network of shelters, food pantries, health clinics, skill development programs, disaster relief services, refugee services, and more. ICNA Relief works to build healthy communities, strengthen families, and create opportunities for those in despair while maintaining their dignity, as well as advocating for their basic human needs. On average, ICNA feeds over 300,000 people every year across the Nation through their services.

Current Consideration:

In partnership with the District, ICNA will provide drive-thru food distributions within District schools for the summer of 2020. Food distributions are located on the grounds of a school site intended to provide a more readily accessible source of food assistance to low-income students, their families, and community members. In just one distribution with ICNA, the District provided food to 725 families and hope to continue to provide great support to the schools and community in terms of hunger relief. Services are being provided May 1, 2020, through June 30, 2021.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

- 11.16 **Memorandum of Understanding (MOU), Saddleback Church** **ACTION ITEM**
(Roll Call Vote)

Background Information:

The mission of Saddleback Church is to provide a place where the depressed, hurting, and hopeless can come and find help. To be a place of family, community, and hope. Saddleback offers various food pantry locations throughout Orange County. They serve over 2,500 families each month and the needs are growing.

Current Consideration:

In partnership with the District, Saddleback Church will provide District designated schools with drive-through food distributions. Each distribution can provide food for up to 800 families. To date, Saddleback has assisted in providing food during the COVID-19 outbreak for approximately 2,720 District families. Through this partnership, we can continue to meet the needs of our families and community members to ensure they do not go hungry. Services are being provided May 1, 2020, through June 30, 2021.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.17 **School-Sponsored Student Organizations**
(Roll Call Vote)

ACTION ITEM

Background Information:

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

Current Consideration:

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

11.17.1 Youth Entrepreneurs (YE), Anaheim High School **[EXHIBIT KK]**

11.17.2 Stories for Strong Kids (SSK), Cypress High School **[EXHIBIT LL]**

11.17.3 Katella Mock Trial, Katella High School **[EXHIBIT MM]**

11.17.4 Model United Nations Club, Katella High School **[EXHIBIT NN]**

Budget Implication:

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

Staff Recommendation:

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

HUMAN RESOURCES

11.18 **Agreement, PowerSchool Group, LLC**
(Roll Call Vote)

ACTION ITEM

Background Information:

The District's Human Resources Division is in need of continuing its hiring and onboarding practices, during the time of the COVID-19 Pandemic. These practices include: recruiting, application workflow, interviewing, form and contract consent (signature), as well as providing initial training for new hires. The past practice for this process has been paper driven, and relied on a hard copy exchange of documents to onboard employees. In light of the current "stay-at-home" orders and subsequent limit of personal interaction, these past practices are insufficient as the District looks to hire staff for the upcoming school year. The proposed PowerSchool products will allow the District to update its current practice, as well as transition all necessary paperwork to be completed and housed digitally. This update will not only provide the District with much needed resources to continue with its work during the pandemic crisis, but it will also serve to provide a permanent and more effective and efficient hiring/onboarding process for the upcoming years.

Current Consideration:

The agreement will provide services June 20, 2020, through August 31, 2021. The services are directly related to employee hiring and onboarding procedures and practices.

Budget Implication:

The total cost is not to exceed \$53,762.72. (SB 117 Funds/ESSER Cares Act)

Staff Recommendation:

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

SUPERINTENDENT'S OFFICE

11.19 **Extension/Revision of Employment Agreement with Superintendent** **ACTION ITEM** **(Roll Call Vote)**

Background Information:

On May 7, 2019, the Board of Trustees approved an employment agreement for the Superintendent for a period ending June 30, 2023.

Current Considerations:

As a matter of annual review, it is respectfully requested that the Board of Trustees consider extending by one year the employment agreements for the Superintendent. It is further requested that the Board of Trustees equalize and standardize the vacation usage benefits of management employees in the District through the employment agreement. Personnel Commission Rule 14.1.2 currently allows confidential and management personnel to carry forward twenty-nine (29) days of accrued unused vacation days from one fiscal year to the next fiscal year.

Budget Implication:

There is not a known budget impact at this time.

Staff Recommendation:

It is recommended that the Board of Trustees consider approving the amendment to the employment agreement for the Superintendent, extending the agreement by one year and equalizing carry forward vacation days to 29.

11.20 **Extension/Revision of Employment Agreements with Assistant Superintendents, Chief Academic Officer, and District Counsel** **ACTION ITEM** **(Roll Call Vote)**

Background Information:

Employment agreements are required for the District's unrepresented upper-level management employees. On May 7, 2019, the Board of Trustees approved employment agreements with the assistant superintendents of Educational Services, Human Resources, and Business; the chief academic officer; and District counsel for a period ending June 30, 2023.

Current Considerations:

As a matter of annual review, it is respectfully requested that the Board of Trustees consider extending by one year the employment agreements with Jaron Fried, Ed.D., assistant superintendent, Educational Services; Brad Jackson, assistant superintendent, Human Resources; Jennifer Root, Ed.D., assistant superintendent, Business; Manuel Colón, chief academic officer; and Karl H. Widell, District counsel. It is further requested that the Board of Trustees equalize and standardize the vacation usage benefits of management employees in the District through the employment agreements. Personnel Commission Rule 14.1.2 currently allows confidential and management personnel to carry forward twenty-nine (29) days of accrued unused vacation days from one fiscal year to the next fiscal year.

Budget Implication:

There is not a known budget impact at this time.

Staff Recommendation:

It is recommended that the Board of Trustees consider approving the amendments to the employment agreements with the assistant superintendents of Educational Services, Human Resources, and Business; the chief academic officer; and District counsel, by extending the agreements by one year and equalizing carry forward vacation days to 29.

11.21 **Agreement, Dannis Woliver Kelley**
(Roll Call Vote)

ACTION ITEM

Background Information:

The District, at times, requires the services of outside legal counsel to provide information, clarification, and support in various matters. The District utilizes Orange County Department of Education counsel as much as possible for legal services, but sometimes there are requirements and needs that are outside the scope of the services and expertise they provide to the District. In these circumstances, outside counsel is recommended and utilized.

Current Consideration:

The District would like to engage with the law firm Dannis Woliver Kelley to provide legal services on an as-requested basis, including, but not limited to, consultation and representation in special education, litigation, and other specialty matters related to novel coronavirus (COVID-19) school closures and interruptions, as well as other general matters where appropriate. Services will be provided July 1, 2020, through June 30, 2021.

Budget Implication:

Services will be provided at a cost not to exceed \$50,000 per year, from currently budgeted legal services. (General Funds)

Staff Recommendation:

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

11.22 **Agreement, Radio Bolsa Corp.**
(Roll Call Vote)

ACTION ITEM

Background Information:

Radio Bolsa Corp. is a professional organization of broadcast advertising in Orange County established to serve and run radio advertisements.

Current Consideration:

Radio Bolsa Corp. will provide the opportunity for our District to share to our local community on our educational opportunities focused on topics pertinent to public education. Services are being provided May 27, 2020, through September 30, 2020.

Budget Implication:

The total cost is not to exceed \$7,000. (General Funds)

Staff Recommendation:

The Board of Trustees is requested to ratify the agreement.

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

ACTION ITEM

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

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

BUSINESS SERVICES

12.1 California Association of School Business Officials (CASBO) Membership

Background Information:

CASBO is a recognized authority on California school business. CASBO is a member-driven association that promotes ethical values; develops exceptional leaders; advocates for and supports the needs of members; as well as sets the standard for excellence through top-quality professional development and mentorship, meaningful collaboration and communication, as well as unparalleled innovation. Previously the membership structure for CASBO was based on individual employee memberships. This structure has changed and the District is now able to select an organizational membership, which provides benefits to unlimited business leaders in the District.

Current Consideration:

CASBO membership benefits include the ability for Business Services and Human Resources leadership to participate on local and statewide CASBO committees, professional councils, access a myriad of job specific resources, and receive discounted rates for professional development opportunities.

Budget Implication:

The cost of membership for the 2020-21 year is \$3,000. This cost will be offset by the reduced cost to send staff to professional development. For the 2019-20 year, the Board approved the CASBO membership at a cost of \$3,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the CASBO organizational membership.

12.2 Agreement, Bloom Software, Inc. dba Thrively

Background Information:

Thrively is a Pro Personalized Learning Platform that helps parents and teachers guide K-12 students through a journey to develop their strengths, interests, aspirations, and discover their own genius. The Thrively platform includes Strength Assessments, Career Exploration resources, Social Emotional Skill building lessons, as well as Goal Setting, and Tracking with their Personalized Digital Portfolio.

Current Consideration:

In August 2019, the District piloted the Thrively Personalized Learning Platform, which included use of the software application and professional development for school site staff. This solution provided learning coaches the ability to customize the Thrively classroom experience making it relevant to the student's strengths and interests. The pilot produced over 21,000 Strength Assessments, and over 22,000 Lessons focused on Career Exploration and Social Emotional Skill Development, which produced approximately 64,000

reflective journal entries. The main stakeholders that have interacted with Thrively have been teachers, counselors, and students. The next phase will include the parent stakeholder, as they are critical in supporting learning at home. We will be enhancing the use of the Thrively's Personalized Digital Portfolio by looking at how it can be embedded within capstones at the school level.

Services will be provided June 19, 2020, through June 30, 2021. This agreement will allow the District to utilize the product and services for up to five years, renewable annually by the District's director of Purchasing and Central Services.

Budget Implication:

The total amount of the expenditures is not to exceed \$75,000 annually for up to five years. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with Bloom Software, Inc. dba Thrively. **[EXHIBIT QQ]**

12.3 **Agreement Amendment, Townsend Public Affairs**

Background Information:

In 2013-14, Governor Brown implemented the Local Control Funding Formula (LCFF). The goal of LCFF was to restore funding for K-12 education to the 2007-08 levels adjusted for inflation by 2020-21. Due to improvements in the state economy, the Governor's 2018-19 Budget completes the restoration two years early in 2018-19. This restoration does not provide school funding adequacy. California ranks 45th nationally in the percentage of taxable income spent on education, 41st in per-pupil funding, 45th in pupil-teacher ratios, and 48th in pupil-staff ratios. In past years, Anaheim Union High School District has been extremely proactive in seeking out funding opportunities to provide millions of dollars through grants to provide resources to our teachers, staff, and students.

Current Consideration:

The District has an interest in continuing services with Townsend Public Affairs. Townsend Public Affairs (TPA) is an organization that assists districts through funding advocacy. They have been highly successful in working with districts and other organizations to maximize access to grant dollars. Within the scope of their services includes crafting a strategic funding plan, identifying, researching, and monitoring grant funding opportunities, establishing clear accountabilities, supporting grant application development and submittal, post-grant submittal funding advocacy, post-award grant administration and compliance, as well as comprehensive follow-up on unsuccessful applications. TPA has already identified a variety of grants to apply for that support the vision of AUHSD.

Budget Implication:

The District will pay Townsend Public Affairs for their services in the amount of \$5,000 per month. The amendment will extend services from July 1, 2020, through June 30, 2021. (General Funds)

Staff Recommendation:

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

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

Background Information:

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

Current Consideration:

The District will provide career guidance specialists to NOCROP to provide guidance functions, as determined by the District. NOCROP will provide a statement of performance objectives for each career guidance specialist to the District and to each high school principal. The terms of the agreement will be extended through June 30, 2022.

Budget Implication:

NOCROP will provide AUHSD with \$411,906 for the services of the Career Guidance Specialists for the 2020-21 year. For the 2021-22 year, NOCROP will provide AUHSD with \$1,250, per contracted ROP section in the District for Career Guidance Specialist services. (General Funds)

Staff Recommendation:

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

12.5 **Agreement, Cumming Construction Management, Inc.**

Background Information:

In 2015, the District issued RFP 2015-20 for Program and Project Management Services, pursuant to Government Code Section 53060, seeking qualified firms to provide professional services to assist the District with the management of its capital improvement program (Program). The Program is funded by various sources including Measure H funds. In June 2015, after review of the submitted qualifications and proposals, and interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Cumming Construction Management, Inc. (Cumming), as the firm to provide the management of the Program from planning through construction. Cumming also assists the District with the scheduling and budgeting of the Program, communications to provide regular updating of the Program to the Board of Trustees, and reporting to the Citizens' Oversight Committee.

Current Consideration:

With the current agreement set to expire on June 30, 2020, the District has an interest in continuing services with Cumming. The firm has gained extensive knowledge of the District's sites, and its project management protocols, through its involvement with most of its larger construction projects.

The District desires to enter into a new agreement with Cumming to conduct work required for Program and Project Management Services for an additional year through June 30, 2021. Prior to this date, the District intends to issue a new RFP for Program and Project Management Services, pursuant to Government Code Section 53060, for the remainder of the Measure H projects, and future initiatives.

Budget Implication:

The new agreement will be based on 1) Cumming's original service fee schedule with a cost not to exceed \$1.5 million through June 30, 2021; and 2) the terms and conditions of the original agreement. The majority of the work will be for Measure H projects; however, there

may be other projects as needed. (Measure H Funds, General Fund, Facilities Funds, and Various Funds)

Staff Recommendation:

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

12.6 **Agreement, Knowland Construction Services**

Background Information:

In 2015, the District issued RFP 2015-13 for Division of State Architect (DSA) Inspector of Record Services, pursuant to Government Code Section 53060, seeking qualified firms to provide inspection services for the District's construction projects. After review of the submitted qualifications and proposals, and interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Knowland Construction Services (Knowland), as one of four firms to provide these services. Since then, Knowland has been providing DSA inspector of record services for various bond, public works and renovation projects.

Current Consideration:

The District has an interest in continuing to utilize the services provided by Knowland as required for the ongoing Measure H projects, and other construction projects associated with the Maintenance and Facilities departments. This firm has prior knowledge of the District's facilities, projects, and standard procedures.

The District desires to enter into a new agreement with Knowland to conduct all work required for DSA inspection services for an additional year through June 30, 2021. Prior to this date, the District intends to issue a new RFP for DSA Inspector of Record Services, pursuant to Government Code Section 53060, for the remainder of the Measure H projects, future construction, and bond initiatives.

Budget Implication:

The new agreement will be based on 1) Knowland's service fee schedule with a cost not to exceed \$500,000, May 15, 2020, through June 30, 2021; and 2) the terms and conditions of the original agreement. (Measure H Funds, General Fund, Facilities Funds, and Various Funds)

Staff Recommendation:

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

12.7 **Agreement, Vital Inspection Services, Inc.**

Background Information:

In 2015, the District issued RFP 2015-13 for Division of State Architect (DSA) Inspector of Record Services, pursuant to Government Code Section 53060, seeking qualified firms to provide inspection services for the District's construction projects. After review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Vital Inspection Services, Inc. (VIS), as one of four firms to provide these services. Since then, VIS has been providing DSA inspector of record services for various bond, public works, and renovation projects.

Current Consideration:

The District has an interest in continuing to utilize the services provided by VIS as required for the ongoing Measure H projects and other construction projects associated with the

Maintenance and Facilities departments. This firm has prior knowledge of the District's facilities, projects, and standard procedures.

The District desires to enter into a new agreement with VIS to conduct all work required for DSA inspection services for an additional year through June 30, 2021. Prior to this date, the District intends to issue a new RFP for DSA Inspector of Record Services, pursuant to Government Code Section 53060, for the remainder of the Measure H projects, future construction, and bond initiatives.

Budget Implication:

The new agreement will be based on 1) VIS' service fee schedule with a cost not to exceed \$250,000 May 15, 2020, through June 30, 2021, and 2) the terms and conditions of the original agreement. (Measure H Funds, General Fund, Facilities Funds, and Various Funds)

Staff Recommendation:

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

12.8 Award of Bid

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

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2020-17	Sycamore Junior High School Fire Water Connection (Measure H Funds)	Pro-Craft Construction	\$78,700

Staff Recommendation:

It is recommended that the Board of Trustees award Bid#2020-17.

12.9 Ratification of Change Orders

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

Bid #2019-35, Western High School Parking Lot Improvements (Measure H Funds) Fast-Track Construction Corporation	P.O. #M64A0350
Original Contract	\$2,580,000
Change Order #1	\$392,751.02
New Contract Value	\$2,972,751.02
Bid #2019-41, Cypress and Loara High School Pool Renovations (General Funds and other funds as appropriate) Fast-Track Construction Corporation	P.O. #N64A0149
Original Contract	\$5,960,400
Change Order #1 [EXHIBIT WW]	(\$8,685)
New Contract Value	\$5,951,715

Staff Recommendation:

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

12.10 Notices of Completion

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

Bid #2019-35, Western High School	P.O. #M64A0350
Parking Lot Improvements (Measure H Funds)	
Fast-Track Construction Corporation	
Original Contract	\$2,580,000
Contract Changes	\$392,751.02
Total Amount Paid	\$2,972,751.02

Bid #2019-41, Cypress and Loara High School	P.O. #N64A0149
Pool Renovations (General Funds and other funds as appropriate)	
Fast-Track Construction Corporation	
Original Contract	\$5,960,400
Contract Changes	(\$8,685)
Total Amount Paid	\$5,951,715

Staff Recommendation:

It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept Bids No. 2019-35 and Bid No. 2019-41 as complete, and authorize the filing of the notices of completion with the Office of the County Recorder.

12.11 **Meal Agreement, Anaheim Elementary School District (AESD) Pre-School Program**

Background Information:

Anaheim Union High School District has had a vendor agreement to provide meals (breakfast and lunch) to the Anaheim Elementary School District (AESD) Pre-School Program for over ten years. The inter-agency meal agreement is a three-year agreement, which requires approval by the Board of Trustees.

Current Consideration:

This agreement generates revenue from the meals served, and provides a community service. Staff requests approval for services to be provided for the three-year agreement, effective July 1, 2020, through June 30, 2023. The Food Services Department prepares and delivers meals to AESD pre-schools on a daily basis and bills AESD for the meals.

Budget Implication:

This agreement generates revenue from the meals delivered. (Cafeteria Funds)

Staff Recommendation:

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

12.12 **Agreement, Food Services and Orange County Department of Education Oral Deaf and Hard of Hearing Program (OCDE-DHH)**

Background Information:

Anaheim Union High School District has an interagency agreement to provide meals (breakfast and lunch) to students of the OCDE-DHH at Mann Elementary School. The inter-agency meal agreement is a one-year agreement, which requires approval by the Board of Trustees.

Current Consideration:

This agreement generates revenue from the meals served and provides service to the community. Staff requests approval for services to be provided for the one-year agreement, effective August 13, 2020, through June 9, 2021. The Food Services Department prepares

and delivers meals to OCDE-DHH students on a daily basis and claims reimbursement for those meals.

Budget Implication:

This agreement generates revenue from the meals delivered. (Cafeteria Funds)

Staff Recommendation:

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

12.13 **Agreement Increase, Orange County Public Safety (OCPS)**

Background Information:

The Board of Trustees approved an agreement with Orange County Public Safety (OCPS) to provide highly specialized professional security services at a regular meeting on June 20, 2019. They have worked to reduce crimes, had many arrests, and are proactive with their approach to keeping all of our campuses safe and secure after hours and during holidays.

Current Consideration:

Since the start of the pandemic in mid-March, there has been a marked increase in criminal activity on all District sites. Due to an increase in theft, vandalism, and trespassing, it became apparent that immediate action was required to safeguard the campuses.

An additional patrol was dispatched by OCPS during days to provide full coverage while there was little to no staff on site. This coverage also allowed for a patrolled presence at the food service serving sites on a daily basis. An additional night patrol was also added to provide a total of three patrols during the peak times of activity and to more efficiently cover the District's boundaries. There was also a need to provide patrol services for all drive-up graduations, which was an additional cost. The District will have additional after-hours coverage that will be continuously analyzed and adjusted as stay-at-home orders are relaxed and criminal activity on District sites show a marked decrease.

Budget Implication:

An increase of \$66,000 for additional services rendered through June 30, 2020, and up to \$12,705 per month for additional services through June 30, 2021, on an as needed basis. (Various Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the increase to the agreement with Orange County Public Safety.

12.14 **Protected Insurance Program for Schools (PIPS) Joint Powers Authority, Keenan & Associates**

Background Information:

The District has retained Keenan & Associates to broker workers' compensation coverage through the PIPS, a Joint Powers Authority. PIPS self-insures and re-insures its members up to \$155 million, with no member retention.

Current Consideration:

PIPS provides workers' compensation coverage, claims administration, integrated loss control and risk management services, online training, FEHA/interactive training and support, as well as a Medical Provider Network (MPN). In order to continue workers'

compensation coverage and services, approval is required for continued participation in PIPS for the period of July 1, 2020, through July 1, 2021.

Budget Implication:

The total cost is estimated at \$6,068,652. (Workers' Compensation Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the District's continued participation in the Protected Insurance Program for Schools Joint Powers Authority. **[EXHIBIT ZZ]**

12.15 **Run-Off Claims Administration Agreement Amendment No. 4, Keenan & Associates**

Background Information:

The District workers' compensation program for industrial injuries prior to 1996 was fully self-insured, as permitted by Education Code Section 17566 and the California Department of Self-Insurance Plans.

Current Consideration:

Claims for this period of self-insurance have been administered by Keenan & Associates since the first occurrence of the injuries. The agreement is to renew claims administration services July 1, 2020, through June 30, 2021.

Budget Implication:

The total cost is not to exceed \$5,000. (Workers' Compensation Funds)

Staff Recommendation:

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

12.16 **Southern California Regional Liability Excess Fund (ReLIEF), Keenan & Associates**

Background Information:

As of July 1, 2015, the District has retained Keenan & Associates to broker property and liability coverage through Southern California Regional Liability Excess Fund (ReLIEF), a Joint Powers Authority (JPA). ReLIEF self-insures its members up to \$1 million on liability claims, less the District's \$50,000 member retention limit. Claims in excess of \$1 million are covered by the Schools Association for Excess Risk (SAFER) JPA up to \$50 million.

Current Consideration:

ReLIEF provides property and liability coverage, as well as claims administration for claims within its layer of coverage, transfer of liability to excess carriers, integrated loss control, and risk management services, as well as on-line training. In order to continue property and liability coverage and services, approval is required for continued participation in ReLIEF for July 1, 2020, through June 30, 2021.

Budget Implication:

The total cost is estimated at \$2,709,716. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the District's continued participation in the Southern California Regional Liability Excess Fund Joint Powers Authority.

12.17 **Agreements, Transportation**

Background Information:

In the past years, the Board of Trustees has approved agreements to provide transportation services to the City of Cypress (Parks and Recreation), North Orange County Regional Occupation Program (NOCROP), Tiger Woods Learning Lab, and Vibrant Minds Charter School (formerly GOALS Academy).

Current Consideration:

It is in the best interest of the District to provide transportation to these groups. The agreements will be in effect July 1, 2020, through June 30, 2021.

Budget Implication:

The transportation agreements provide for a net revenue to the District, which assists to offset the transportation contribution from the General Fund.

Staff Recommendation:

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

12.18 **Donations**

Staff Recommendation:

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

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports April 28, 2020, through June 7, 2020. **[EXHIBITS GGG and HHH]**

12.20 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report April 27, 2020, through June 7, 2020. **[EXHIBIT III]**

12.21 **SUPPLEMENTAL INFORMATION**

12.21.1 ASB Fund, March 2020 **[EXHIBIT JJJ]**

12.21.2 Cafeteria Fund, March 2020 **[EXHIBIT KKK]**

12.21.3 Enrollment, Month 9 and 10 **[EXHIBITS LLL and MMM]**

EDUCATIONAL SERVICES

12.22 **Distribution, Scholarships for AIME Programs Summer Internship, AUHSD Film Academy, and Kindset Program**

Background Information:

Thanks to funding from the United Way of Orange County, the Disneyland Resort, and the City of Anaheim, AIME students who participate in work-based learning through the AIME Summer Internship Program, the AUHSD Film Academy, and the Kindset Program are provided with scholarships upon completion of each program's requirements.

Current Consideration:

The scholarship checks have previously been produced by each school's ASB. However, due to the COVID-19 crisis, distribution of checks will be done at the District level. The scholarship amounts are as follows:

AIME GEAR UP Summer Work-Based Learning Experience: Not to exceed 35 students at \$300 each, for a total of \$10,500.

AUHSD Film Academy: Not to exceed 30 students at \$300 each, for a total of \$9,000.

Kindset Program: Not to Exceed 10 students at \$300 each, for a total of \$3,000.

Budget Implication:

There is no implication to the budget, as the scholarships have been funded through grants and donations from United Way of Orange County, the Disneyland Resort, and the City of Anaheim.

Staff Recommendation:

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

12.23 **Agreement, Orange County Department of Education, School-based Medi-Cal Administrative Activities (SMAA)**

Background Information:

The goal of School-based Medi-Cal Administrative Activities (SMAA) is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals and families, where appropriate. The District is reimbursed for providing some Medi-Cal eligible services to Medi-Cal eligible students. To receive reimbursement for these services, the California Welfare and institution Code Section 14132.47(c)(1) requires that the Department of Health Services enter an agreement with the Local Educational Consortium to administer the program. The Orange County Department of Education serves as the Local Educational Consortium on behalf of all Orange County school districts.

Current Consideration:

The SMAA Participation Agreement effectuates reimbursement to local education agencies for Medi-Cal eligible services. The Orange County Department of Education will administer the SMAA program for our District. Services will be provided July 1, 2020, through June 30, 2021.

Budget Implication:

The District will pay the Orange County Superintendent of Schools a fee not to exceed a five percent quarterly claim of the state participation fee. (Medi-Cal Funds)

Staff Recommendation:

The Board of Trustees is requested to approve the agreement. **[EXHIBIT NNN]**

12.24 **Implementation Agreement, Advancement Via Individual Determination (AVID) Center**

Background Information:

The AVID College Readiness System supports a culture of rigor and success for students in approximately 6,000 schools throughout the Nation. Their mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

Services provided by AVID Center include: training for AVID site teams, AVID elective teachers, and District AVID coordinator; coordination with the District to analyze AVID program data; AVID certification review/monitoring of programs; access to AVID resources at the password protected AVID website; and access to AVID College Readiness System workshops and online offerings.

Current Consideration:

The yearly fee for Anaheim, Katella, Loara, Magnolia, Savanna, and Western high schools, Oxford Academy, as well as Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools covers all AVID materials, AVID District Leadership Professional Learning, and AVID weekly resources. Services will be provided July 1, 2020, through June 30, 2021.

Budget Implication:

The total cost is not to exceed \$56,602. (Title I and Title II Site Funds)

Staff Recommendation:

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

12.25 **Agreement, AVID Excel, AVID College Readiness System Services and Products**

Background Information:

AVID Excel is a research-based junior high school program designed to accelerate academic language acquisition while increasing the college readiness of designated English Learner (EL) students. The goal of AVID Excel is to interrupt students' path to Long-Term English Learner (LTEL) status and put them on a pathway to college preparation by intervening in very direct ways. AVID Excel focuses on developing reading, writing, oral language, and academic vocabulary skills. It also builds study skills, self-determination, and leadership skills that underlie academic and social achievements. As an equity component of the AVID College Readiness System, AVID Excel is designed to fulfill AVID's mission of preparing all students for college readiness and success in a global society.

Current Consideration:

AVID Excel has been successfully implemented for the past year at the following schools: Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools. To continue to implement the program, the District must pay a benefit package fee, as well as AVID summer institute fees for training staff members from participating school sites. Services will be provided July 1, 2020, through June 30, 2021.

Budget Implication:

The total cost is not to exceed \$5,970. (Title III Funds)

Staff Recommendation:

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

12.26 **Grant Agreements Amendment, Orange County United Way (OCUW), Destination Graduation**

Background Information:

Destination Graduation is an education initiative sponsored by OCUW to ensure that all students graduate college and career ready from high school. OCUW works with 20 school sites in Orange County. The purpose of the OCUW initiative is to support the academic enhancement efforts of the Advancement Via Individual Determination (AVID) program, provide AVID students with additional college and career exposure opportunities, support a college-going culture, and aid in development of critical 21st century skills.

Current Consideration:

The agreements provides funds from OCUW for the AVID program for instructional support services. Participation in the Destination Graduation initiative provides stipends, substitute costs, and reimbursement for travel-related expenses for teachers attending AVID training, as well as reimbursement for tutors and classroom materials for the AVID elective classes. The program also provides funding for transportation to and from the College and Career Fair for families, additional AVID materials, and on-site career exploration. The original agreements had an end date of August 31, 2020, the amended contract extends the date through December 31, 2020. All other terms of this agreement remain intact.

Budget Implication:

The grant amount for the junior high schools is \$30,400 to be paid in four installments. The grant amount for the high schools is \$44,400 to be paid in four installments.

Staff Recommendation:

It is recommended that the Board of Trustees approve the amendments. **[EXHIBITS QQQ and RRR]**

12.27 **WELNET Service Agreement, Focused Fitness, LLC**

Background Information:

Focused Fitness provided training to the District physical education (P.E.) teachers during the three years of the Physical Education Program (PEP) grant from 2008 through 2011. During this time, Focused Fitness worked with the P.E. teachers in developing quality physical education lessons and a Districtwide curriculum guide. Since the PEP grant, the District has also maintained Focused Fitness' online WELNET software system to support the required State physical fitness testing and has continued to provide professional development for the PE/Health Department consolidation and curriculum alignment.

Current Consideration:

The WELNET online assessment tool records and analyzes individual student physical fitness testing results. To continue the recording and analysis of student physical fitness data, a renewal of the WELNET Service Agreement. Services will be provided July 1, 2020, through June 30, 2021.

Budget Implication:

The total cost is not to exceed \$1,500. (LCFF Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the service agreement. **[EXHIBIT SSS]**

12.28 **Memorandum of Understanding (MOU), Big Brothers Big Sisters of Orange County (BBBSOC), Workplace Mentoring, Bigs with Badges, and High School Bigs**

Background Information:

During the 2014-15 year, the District, in partnership with the City of Anaheim's Mayor's Office, developed Anaheim Innovative Mentoring Experience (AIME), a tiered mentorship program with selected high school students and local businesses. This tiered mentoring approach provides businesses with several options for mentoring District students. Big Brothers Big Sisters of Orange County (BBBSOC) partnership assists AIME in providing tier-two mentoring in a one-on-one approach through the Workplace Mentoring Program (formerly called Anaheim Beyond School Walls), Bigs with Badges Program, and High School Bigs Program. BBBSOC has extensive experience pairing youth with adult mentors, and high school students with elementary youth through their workplace mentoring programs. BBBSOC has a mentoring screening, selection, and training process, as well as mentoring curriculum and activities.

Current Consideration:

The District will renew its partnership with BBBSOC to assist in the implementation of the tiered Anaheim Innovative Mentoring Experience (AIME) mentoring program. The Bigs with Badges Program will continue to connect high school students facing adversity with a positive role model at a local law enforcement agency, and the High School Bigs Program will to continue providing volunteer opportunities to students in the District partner school(s) including Anaheim, Cypress, Katella, Kennedy, Savanna, and Western high schools, as well as Oxford Academy. BBBSOC has extensive experience pairing elementary school youth with high school mentors. Services will be provided July 1, 2020, through June 30, 2021.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.29 **Agreement, Second Harvest Food Bank School Pantry Program**

Background Information:

The mission of the School Pantry Program is to help alleviate child hunger in America through the provision of food to children and their families at school. School pantries are located on the grounds of a school intended to provide a more readily accessible source of food assistance to low-income students and their families.

Current Consideration:

Ball, Dale, Orangeview, and Sycamore junior high schools staff will partner with Second Harvest Food Bank to provide the School Pantry Program to low-income students and their families. The Family and Community Engagement Specialists (FACES) will serve as site coordinators for the School Pantry Program. The program is open to all junior high schools in the District. At this time, Ball, Dale, Orangeview, and Sycamore junior high schools are currently participating in the program. Services will be provided July 1, 2020, through June 30, 2021.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.30 **Memorandum of Understanding (MOU), Children's Hospital of Orange County (CHOC)**

Background Information:

Children's Hospital of Orange County (CHOC) opened its doors to children in 1964 and since then, they have been committed to providing medical care to children in Orange County and surrounding counties in California. Their services include primary and specialty care clinics to millions of children. In addition to medical care, CHOC has expanded its mental health services to include direct clinical work and a pediatric psychiatric unit.

Current Consideration:

CHOC is seeking to partner with local school districts to support efforts in early mental health prevention and intervention. CHOC has seen an increase in pediatric psychiatric hospitalizations due to mental illness, depression, and anxiety.

As an effort to mitigate the increase of student crises, CHOC is offering to support the development of student Wellness Centers in all of the Districts' high schools. The purpose would be to create a safe space for students to practice mindfulness or stress coping techniques. In addition, CHOC is committed to offering support from members of their medical and mental health community to consult on severe cases related to mental illness, as well as to support professional development on health and mental health topics. Services will be provided June 20, 2020, through June 30, 2021. The agreement will remain in full force and effect for five years and shall thereafter renew automatically for five-year terms unless sooner terminated as set forth.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.31 **Educational Consulting Agreement, Illumination Institute**

Background Information:

Illumination Institute is a nonprofit organization that promotes self-awareness, stress management, and improved concentration through mindfulness techniques. The institute was founded to help make mindfulness practices accessible to everyone, with a long-term vision of improving people's happiness and overall well-being. The institute has developed open-sourced, simple, and practical mindfulness exercises designed to benefit people of all ages and backgrounds.

Current Consideration:

Illumination Institute will provide professional learning and instructional resources for teachers, administrators, parents, and staff throughout the District. The training addresses: how to help students discover self-control, self-awareness, and respect; how to promote good self-esteem and self-confidence; as well as how to nurture the socioemotional skills that students need to be successful in post-secondary college and career settings. Services will be provided June 19, 2020, through June 30, 2021.

Budget Implication:

The total cost for these services is not to exceed \$53,000. (LCFF Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement. [EXHIBIT WWW]

12.32 **Amendment No. 3, Agreement, Apex Learning**

Background Information:

Apex Learning has provided the digital curriculum for the Independent Learning Centers and credit recovery labs at each of the comprehensive high schools since 2010. The Apex digital curriculum allows students to access a broad range of UC-approved courses at any time of day and to work from home, school, or anywhere they have internet access. It allows teachers to manage and collect student work, provide access to real-time data, and provide students with performance feedback.

Current Consideration:

The current Apex Learning licenses are due to expire on July 31, 2020. This agreement sets the terms and conditions for District use for the next three years. Services will be provided August 21, 2020, to August 20, 2023.

Budget Implication:

The total cost is \$456,582, which covers the cost of the licenses and three days of onsite professional development. The payment schedule divides the total cost into three annual payments of \$152,194 each. (LCFF Funds)

Staff Recommendation:

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

12.33 **Agreement, Carnegie Learning**

Background Information:

Carnegie Learning is a comprehensive, dynamic and progressive learning technology company. Advocating a belief in teaching and determination to help students develop as learners and thinkers, Carnegie Learning is seeking to re-define the role of technology across the K-12 landscape. It delivers research-proven mathematics curriculum and the MATHia® platform for grades 6-12, project-based digital solutions for computer science, and best-in-class K-12 professional learning services. The District currently uses Carnegie textbooks for mathematics in grades 7-12.

Current Consideration:

The current agreement with Carnegie Learning to provide textbooks is set to expire. This agreement sets the terms and conditions for the District to purchase Carnegie Learning mathematics textbooks for the next three years. Services will be provided July 1, 2020, through June 30, 2023.

Budget Implication:

The cost is not to exceed \$2,242,777 over the course of three years. (General Funds).

Staff Recommendation:

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

12.34 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in career and technical education, dual enrollment, English, and social science. 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, June 19, 2020, through July 16, 2020.

Staff Recommendation:

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

12.35 **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 AAAA]

HUMAN RESOURCES

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

Background Information:

Atkinson, Andelson, Loya, Rudd & Romo, PC (AALRR) provides legal services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at AALRR specialize in employment law, education law, personnel, negotiations, as well as labor relations. The District has had an agreement in place with AALRR, since 2018.

Current Consideration:

This agreement is for legal services related to Human Resources. Services will be provided July 1, 2020, through June 30, 2021, on an as-needed basis.

Budget Implication:

The total cost is not to exceed \$215,000. (General Funds)

Staff Recommendation:

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

12.37 **Agreement, Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC**

Background Information:

Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC, provides specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC, specialize in employment law, education law, personnel, negotiations, as well as labor relations. The District has had an agreement in place with Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC, since 2005.

Current Consideration:

Services will be provided July 1, 2020, through June 30, 2021, on an as-needed basis.

Budget Implication:

The total cost of this agreement is not to exceed \$50,000. (General Funds)

Staff Recommendation:

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

12.38 **Agreement, Monjaras and Wismeyer Group, Inc.**

Background Information:

The District's Human Resources Division is mandated by law, including the American Disabilities Act (ADA), to ensure the rights of employees and the District when health, or medical issues affect an employee's work and may lead to accommodations. Monjaras and Wismeyer Group, Inc. perform essential functions that require critical knowledge and expertise in specific areas, including accommodation meetings, job analysis, return-to-work programs, as well as other specialized functions. The District has had an agreement in place with Monjaras and Wismeyer Group, Inc. since 2011.

Current Consideration:

The agreement provides services July 1, 2020, through June 30, 2021. The services are typically related to employee accommodations and return-to-work agreements.

Budget Implication:

Services will be provided on an as-needed basis at a cost not to exceed \$10,000. (General Funds)

Staff Recommendation:

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

12.39 **Agreement, Healthy Adventures**

Background Information:

The Well Done! Wellness Program assists employees and their families by providing programs and services that support healthy choices at home and in the workplace. Healthy Adventures Foundation is a nonprofit organization that provides wellness programming for companies, specifically with nonprofit, education, and government organizations in Southern California. Healthy Adventures provides highly skilled staff with verified experience and expertise to support program implementation, as well as create a more robust offering of services to employees, thereby increasing opportunities for employees to make healthier choices. Additionally, partnering with Healthy Adventures relieves the District of liability in selecting individual instructors and service providers.

Current Consideration:

Healthy Adventures Foundation services include biometrics screenings, health coaching, online portal for wellness initiatives, and wellness challenges, as well as staffing for onsite fitness classes, healthy cooking workshops, other onsite workshops and/or seminars, as well as wellness program consulting. Services will be provided July 1, 2020, through June 30, 2022.

Budget Implication:

The total cost per year is not to exceed \$70,000. (Wellness Funds)

Staff Recommendation:

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

12.40 **2019-20 Williams Settlement Legislation Review Report**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.41 **Certificated Personnel Report**

Staff Recommendation:

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

12.42 **Classified Personnel Report**

Staff Recommendation:

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

SUPERINTENDENT'S OFFICE

12.43 **Membership, Orange County School Boards Association (OCSBA)**

Background Information:

OCSBA is a professional organization of local school boards and community college boards in Orange County established to serve each other's needs through consolidated action, exchange of information, and programs focusing on public education. OCSBA sponsors three dinner meetings per year, two of which are co-sponsored with the Association of California School Administrators (ACSA), Region VII, featuring relevant speakers from the educational, governmental, and business communities. Additionally, fiscal update meetings are scheduled during the budget cycle.

Current Consideration:

OCSBA membership provides the opportunity to belong to a forum for local school and community college board members to network, exchange information, and participate in educational opportunities focused on topics pertinent to public education.

Budget Implication:

The cost of the membership for the 2020-21 year is not to exceed \$250. (General Funds)

Staff Recommendation:

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

12.44 **California School Boards Association (CSBA) Membership**

Background Information:

CSBA is the nonprofit education association representing the elected officials who govern public school districts and county offices of education. A membership-driven organization, CSBA provides policy resources and training to members, as well as represents the statewide interests of public education through legal, political legislative, community, and media advocacy. The cost is based on the total revenue figures for the District as reported to the California Department of Education.

Current Consideration:

CSBA membership benefits include policy analysis and services, leadership development, and education advocacy.

Budget Implication:

The cost of membership for the 2020-21 year is not to exceed \$21,131. (General Funds)

Staff Recommendation:

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

12.45 **California School Boards Association (CSBA), GAMUT Online Policy Services**

Background Information:

The District is a member of CSBA and receives many benefits of membership. CSBA also provides comprehensive guidance regarding school board policies, administrative regulations, by-laws, and procedures. The GAMUT online service provides access to and use of model policies that comply with all state and federal legal requirements. The model policies are continually updated as new laws or mandates are implemented.

Current Consideration:

GAMUT online provides access to all model CSBA policies, regulations, and bylaws for use by the District. This is a renewal of the subscription. Staff suggests that the Board approve renewing this subscription annually until such time that the Board determines the subscription is no longer necessary.

Budget Implication:

The total cost for the 2020-21 year is not to exceed \$5,935. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the ongoing subscription to CSBA's GAMUT online service.

12.46 **Board of Trustees' Meeting Minutes**

April 9, 2020, Regular Meeting [EXHIBIT IIII]

Staff Recommendation:

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

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

14. **BOARD OF TRUSTEES' REPORT** ***INFORMATION ITEM***

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

15. **ADVANCE PLANNING** ***INFORMATION ITEM***

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, July 16, 2020, at 10:00 a.m.

Thursday, August 13
Thursday, September 17
Thursday, October 15

Thursday, November 19
Thursday, December 15

15.2 **Suggested Agenda Items**

16. **ADJOURNMENT** ***ACTION ITEM***

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, June 16, 2020, to allow for reasonable arrangements to ensure accessibility to the meeting.

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

EXHIBIT A

**FOR ADJUSTMENTS TO INCOME AND EXPENDITURES
(GENERAL FUND)**

RESOLUTION NO. 2019/20-B-18

June 18, 2020

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

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

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

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

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on June 18, 2020, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 18th day of June 2020, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of June 2020.

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

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
FOR ADJUSTMENTS TO INCOME AND EXPENDITURES
(GENERAL FUND)**

RESOLUTION NO. 2019/20-B-18

June 18, 2020

Schedule of Adjustments

Budgetary Account Number	<u>Income Source</u>	<u>Amount</u>
8010-8099	Local Control/Property Tax	\$ 1,176,949.00
8100-8299	Federal Revenues	223,030.00
8300-8599	Other State Revenues	1,568,530.00
8600-8799	Other Local Revenues	(69,821.00)
8930-8979	Other Sources/Uses	-
	Increase (Decrease) to Revenue	<u>\$ 2,898,688.00</u>
	<u>Expenditure</u>	
1000-1999	Certificated Salaries	\$ (347,867.00)
2000-2999	Classified Salaries	(67,932.00)
3000-3999	Employee Benefits	(122,574.00)
4000-4999	Books and Supplies	(4,450,867.00)
5000-5999	Services, Other Operating	(715,259.00)
6000-6999	Capital Outlay	(85,091.00)
7100-7499	Other Outgo	996,867.00
7600-7629	Transfers In/Out	-
	Increase (Decrease) to Expenditures	<u>\$ (4,792,723.00)</u>
	<u>Fund Balance Accounts</u>	
9712	Nonspendable Stores	\$ -
9713	Prepaid Expenditures	-
9740	Restricted	3,335,548.00
9780	Other Assignments	1,920,428.00
9789	Reserve for Economic Uncertainties	(143,781.00)
9790	Unappropriated Fund Balance	2,579,216.00
	Beginning Fund Balance Adjustment	-
	Increase (Decrease) to Fund Balance	<u>\$ 7,691,411.00</u>

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
FOR ADJUSTMENTS TO INCOME AND EXPENDITURES
(VARIOUS FUNDS)**

RESOLUTION NO. 2019/20-B-19

June 18, 2020

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

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

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

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

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on June 18, 2020, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 18th day of June 2020, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of June 2020.

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

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

FOR ADJUSTMENTS TO INCOME AND EXPENDITURES
(VARIOUS FUNDS)

RESOLUTION NO. 2019/20-B-19

June 18, 2020

Schedule of Adjustments

Object Code and Description	FUND DESCRIPTION									
	DEFERRED MAINT FUND	GO BOND 2014 SERIES 2018	GO BOND 2014 SERIES 2019	CAPITAL FACILITIES FUND	CAPITAL FACILITIES AGENCY RDA	COUNTY SCHOOL FACILITIES	SELF-INSURANCE WORKERS COMP FUND	SPECIAL RESERVE 2017 COP PROJECTS		
8000 - ALL REVENUE SOURCES	\$ -	\$ (410,000.00)	\$ 47,800.00	\$ (107,868.00)	\$ 282,826.00	\$ 9,509.00	\$ 9,961.00	\$ -	\$ -	\$ (62,487.00)
1000 - CERTIFICATED SALARIES										
2000 - CLASSIFIED SALARIES		1,220.00								
3000 - EMPLOYEE BENEFITS				296.00						
4000 - BOOKS AND SUPPLIES		(1,206,000.00)		29.00						
5000 - SVCS & OTHER OPER EXP	(11,980.00)	7,700.00	6,000.00	4,726.00						
6000 - CAPITAL OUTLAY	5,408.00	(17,309,685.00)			(1,300.00)	333.00				56,010.00
7000 - OTHER OUTGO				(1,279,660.00)	(2,400,000.00)	228,886.00				(14,899,223.00)
INCREASE (DECREASE) TO EXPENDITURES	(6,572.00)	(18,506,765.00)	6,000.00	(1,274,609.00)	(2,401,300.00)	229,219.00	-	-	-	(14,843,213.00)
FUND BALANCE INCREASE (DECREASE)	\$ 6,572.00	\$ 18,096,765.00	\$ 41,800.00	\$ 1,166,741.00	\$ 2,684,126.00	\$ (219,710.00)	\$ 9,961.00	\$ -	\$ 14,780,726.00	\$ -

EXHIBIT B

PROPOSED ADOPTED BUDGET 2020-21

JUNE 2020



UNLIMITED YOU



ANAHEIM UNION HIGH SCHOOL DISTRICT



Date: June 18, 2020
To: Board of Trustees and Superintendent Michael Matsuda
From: Jennifer Root, Ed.D., Assistant Superintendent, Business
RE: Preliminary Budget Assumptions for Proposed 2020-21 Budget

Background Information

State laws mandate that school districts file with the Orange County Department of Education a Board of Trustees approved annual budget no later than June 30th of each year. The proposed budget includes a multi-year projection which covers the current year and subsequent two years.

Current Considerations

This report was prepared using the guidelines and assumptions approved by the Orange County Department of Education in accordance with Governor Newsom’s May Revision.

The reporting schedule is shown below:

	<u>Closing Date</u>	<u>Filing Date</u>
First Interim	Oct. 31, 2020	Dec. 15, 2020
Second Interim	Jan. 31, 2021	Mar. 15, 2021

BUSINESS SERVICES

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Section I
2020-21
Budget Assumptions

Summary of Adopted Budget Assumptions

Amount represents per-student level of funding:

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Estimated Funded ADA	\$10,414.55	\$10,408.44	\$10,413.27	\$10,420.74
Decrease in Funded ADA	(504)	(650)	(573)	(347)
<u>Prior Year Base Revenue</u>				
% Increase (Decrease) per Student	(8.22%)	(0.06%)	0.05%	0.07%
Revenue Increase (Decrease) per Student	(\$933.07)	(\$6.10)	\$4.82	\$7.47

Adopted Budget Assumptions Summary – Continued

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
<u>Restricted Program (COLA)</u>				
State Programs*	0.00%	0.00%	0.00%	0.00%
Special Education	0.00%	0.00%	0.00%	0.00%
<u>LCFF:</u>				
(COLA & Augmentation)	0.00%	2.48%	3.26%	1.80%
Base Grant Proration	(7.92%)	(12.18%)	(14.95%)	(16.45%)
<u>Lottery (per ADA)</u>				
Unrestricted	\$153	\$153	\$153	\$153
Prop 98	\$ 54	\$ 54	\$ 54	\$ 54
<u>General Fund Contributions</u>				
Special Education	As Budgeted	Plus \$0.4 million	Plus \$0.4 million	Plus \$0.3 million
<u>Step, Column, and Longevity</u>				
Incremental Cost	As Budgeted	\$2.9 million	\$2.9 million	\$2.9 million
<u>Health and Welfare Benefits</u>				
Incremental Contributions	As Budgeted	(\$0.6 million)	No Changes	\$2.2 million
Change in Teacher Staffing Growth(Decline)	As Budgeted	(53.2)**	(10)	(10)
Interest Income	2.09%	2.09%	2.09%	2.09%

* Many State Categorical Programs had funding reductions

**Reduction of 27 for declining enrollment, and 26.2 for conclusion of student load MOU

Section II

Revenue Considerations

Local Control Funding Formula (LCFF):

- The Local Control Funding Formula (LCFF) was adopted in the 2013-14 State Budget Act under Assembly Bill (AB) 97. With the implementation of the LCFF Model, the State permanently consolidated the 40 plus categorical programs with the base revenue limit to create a new funding base. In the initial year, Governor Brown established a plan for the model to be fully implemented over an eight-year period. As of 2018-19, LCFF is fully implemented at 100.00%.
- LCFF takes into consideration differentiated funding by grade spans. Targeted average-daily-attendance (ADA) allocations also include additional augmentations for the Grade Span Adjustment program for Career Technical Education (9-12 CTE).
- The funding formula establishes additional grants designated to improve or increase services to students of need.
- Compared to the prior funding model (Base Revenue Limit), the same principles apply in the LCFF Model with funding being tied to generated ADA, and funding is based on higher of current or prior year ADA total. The conventional method of projecting ADA consists of adjusting enrollment projections by prior year absenteeism rate. According to apportionment funding law, the higher number between the current and prior year ADA is used for LCFF funding purposes. Funded ADA for 2019-20 was 29,319 and funded ADA is projected at 28,814 for the current budget year.
- For the budget year, LCFF revenues are projected at \$330,089,531 million, an decrease of \$32,610,348 million over the prior year. Components of revenues include the following:
 - ✓ \$102,629,176 million in property taxes (based on data provided by the Orange County Assessor's Office)
 - ✓ \$42,149,059 million from the Education Protection Account (EPA)

Other Programs:

- Unrestricted Lottery revenue (non-Proposition 20) is budgeted at \$4,531,940 million, a decrease of \$56,281 from prior year. Program funding is computed at \$153 per unit of annual ADA.
- Restricted Lottery revenue (Proposition 20) is budgeted at \$1,599,508 million, a decrease of \$19,864 from prior year. Program funding is computed at \$54 per unit of annual ADA.
- Interest earnings are budgeted at \$1,700,000, assuming the following:
 - ✓ 2.09% interest rate on an average daily cash balance of \$87 million

Section III Expenditure Considerations

Personnel Costs Additions/Deletions to Unrestricted General Fund

Salary Calculations:

- Salary projections incorporate added costs for step, column, and longevity as follows:

<u>Fiscal Year</u>	<u>Total Amount</u>
2020-21	As Budgeted
2021-22	\$2.9M
2022-23	\$2.9M

STRS and PERS Rates Increase:

STRS	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
New Rate	14.43%	16.28%	17.10%	16.15%	16.02%	18.10%	18.10%
PERS	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
New Rate	15.531%	18.062%	19.721%	20.70%	22.84%	25.50%	26.20%

Decrease for STRS for 2021-22 is \$0.4 million and increase for 2022-23 of \$2.1 million respectively.

Increase for PERS for 2021-22 and 2022-23 is \$1.2 million and \$0.7 million respectively.

Contribution for Health and Welfare Benefits

- In September 2019, the District reached a MOU with the five associations to decrease the super blend composite from \$16,078 to \$15,959 for the 2020 cap.

Contributions to Statutory Benefits are Budgeted as Follows:

▪ State Teachers Retirement System (STRS)	16.1500%
▪ Public Employee Retirement System (PERS)	20.7000%
▪ OASDI (Social Security for School Sector)	6.2000%
▪ Medicare	1.4500%
▪ State Unemployment Insurance (SUI)	0.0500%
▪ Workers' Compensation Premium	2.6261%

Note: In addition to salary costs, the added contribution for statutory benefits is equal to 20.2761% for certificated staff and 31.0261% for classified personnel subject to PERS.

Projected Certificated Personnel Staffing Ratios:

Grade Level	Enrollment	Student/Teacher Ratios
Seventh through Eighth	9,438	31.5:1
Ninth through Twelfth	19,744	32:1
Total	29,182	

Noteworthy Expenditures in General Fund Unrestricted:

- Restricted Routine Maintenance Account (RRMA) contribution is budgeted at \$11.5 million.
- Indirect support charges (charges to other programs and funds of the District):
 - ✓ Categorical Programs \$1 million

The District's indirect rate for 2020-21 is 5.31%. This rate is applicable for most categorical programs.

- Liability and property damage insurance in the General Fund is budgeted for \$4.4 million.
- Utility, postage, and other operating costs are budgeted at \$7.5 million. For the budget year, projections incorporated rate changes and demand charges. Telephone, postage, and internet are budgeted at \$503,600; natural gas for \$350,000; lights and power for \$4.8 million; waste disposal for \$690,000; and water for \$1.2 million.

Contributions from the General Fund:

- Contributions to restricted programs will increase from \$58.4 million to \$58.9 million, a difference of \$0.5 million.
- Contributions for Special Education are budgeted at \$47.4 million.

Section IV
Local Control Accountability Plan

Overview:

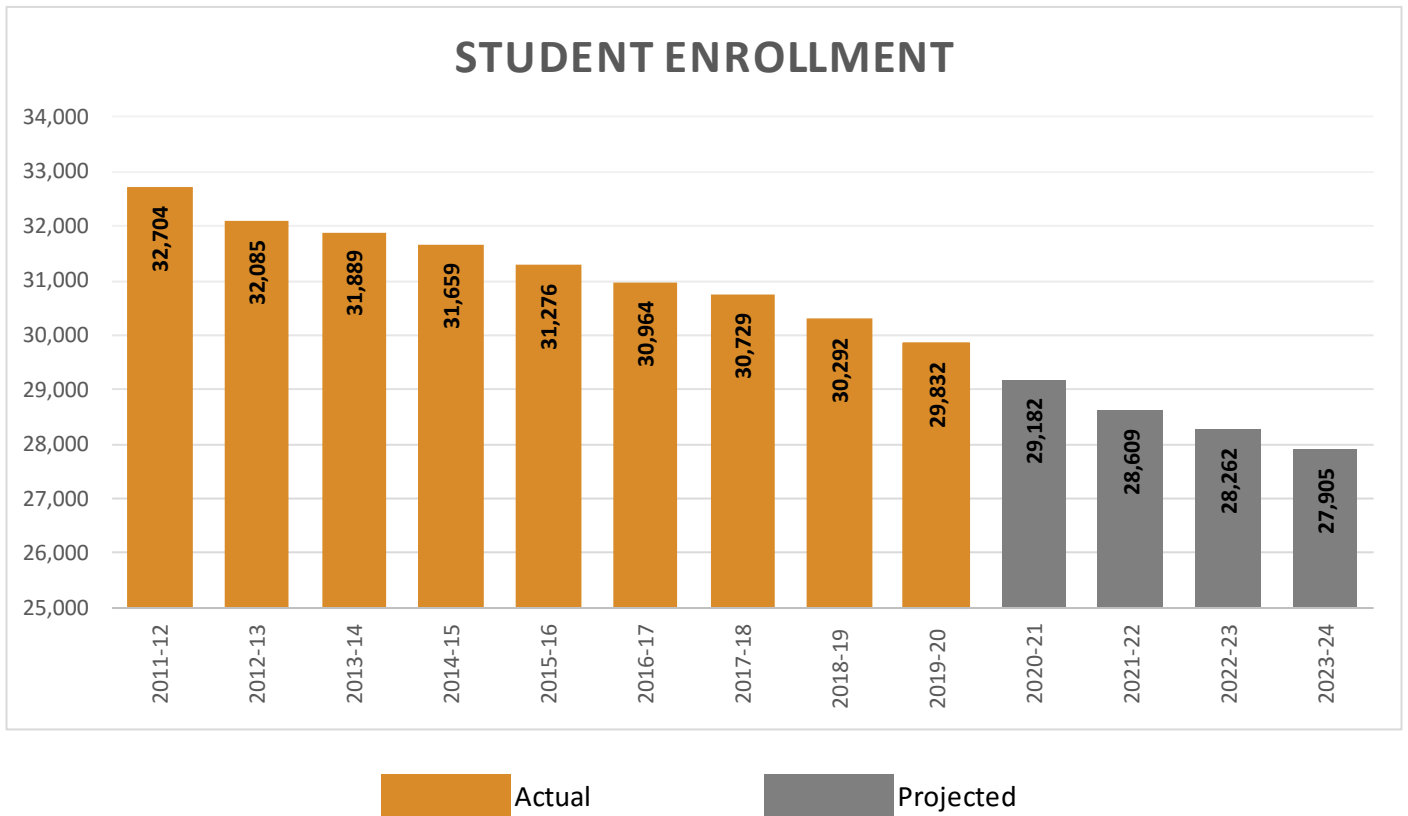
- The basis of the funding reform was to provide additional augmentations to base fund amounts specifically designated to increase and improve services for the students with the greatest needs. The Governor's policy goal was to simplify education funding while increasing accountability and transparency.
- Another component of the funding reform included the creation of supplemental and concentration grants that are designated to provide increased and improved services to low-income students, English learner students, and foster youths. The funding is tied to unduplicated pupil counts of respective populations. The Supplemental Grant provides a 20% stipend while the Concentration Grant generates an additional 50% stipend for the served population above 55%. The Supplemental and Concentration Grants are funded on a three-year rolling average of the number of students who are eligible for Free and Reduced Lunch, identified as Foster Youth, and/or English Language Learners. In 2020-21, AUHSD projects having 73.01% unduplicated students.
- Effective in 2014-15, Districts are now required under the new LCFF Model to adopt a Local Control Accountability Plan (LCAP) concurrently with the District's spending plan that complies with the State Priorities (8) as adopted by the State Board of Education. Accordingly, the LCAP will be approved at the December 15th Board Meeting.
- Integral feedback was gathered through survey instruments and a series of District meetings with various stakeholders. Consequently, the District's Strategic Plan was updated to integrate the following three goal areas in accordance with the State Board of Education:
 - ✓ All students will demonstrate college, career, and life readiness and success.
 - ✓ Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.
 - ✓ Provide and nurture a safe, reflective, responsive, and positive school culture.

Section V
Financial Analysis

Student Enrollment Trends:

- The Adopted Budget includes projections based on recent trends in enrollment and enrollment information from our feeder districts. Multi-year projections have been updated accordingly.

Enrollment Projections



- Districts in Southern California started realizing a decline in student population as early as 2001-02. For Anaheim Union High School District, enrollment decline did not materialize until the 2009-10 fiscal year. There is a multitude of reasons for the enrollment decline. Primarily, the enrollment decline is due to charter schools, affordable housing, and lower birth rates.
- It is difficult to gauge when enrollment trends will stabilize. As shown on the chart on the previous page, the District is expected to realize declines in student enrollment minimally through 2022-23. If the anticipated projections were to materialize, the cumulative decline in enrollment from 2011-12 to 2023-24 would reach a loss of 4,799 students.

Section VI
District Reserves

Unrestricted Fund Balance:

- The beginning fund balance for the budget year is \$99.2 million.
- The ending fund balance is projected to be \$78 million, a decrease of \$21.2 million.
- Components of the fund balance are as follow:
 - ✓ Necessary reserve (non-spendable) for revolving cash account is \$155,000 and \$550,000 for warehouse inventory.
 - ✓ The State mandatory 3% Economic Uncertainty Reserve is earmarked at \$11.9 million.
 - ✓ The other assigned amount of the District reserves is budgeted at \$28.5 million.
 - ✓ The unassigned/unappropriated amount of the District reserves is budgeted at \$36.8 million.

Restricted Fund Balance:

- The District receives funding that is designated by the grantee to be utilized for a specific purpose. Generally, these funds are to supplement District Baseline Programs and cannot be used to pay for general operating costs. As part of the audit process, the District contracts with a certified public accountant firm to audit District accounting records to ensure compliance with guidelines from granting agencies.
- The Beginning Fund Balance is reported at \$8.1 million.
- The Ending Fund Balance is estimated to be \$4.4 million.

Restricted for Economic Uncertainties:

- Per Education Code Section 42124(a)(2)(B), districts that propose to adopt a budget that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties (REU) must provide the following information:
 - Minimum REU level required: \$11,948,521
 - Amount of assigned ending fund balance: \$28,532,748
 - Amount of unassigned ending fund balance: \$36,834,213

Section VII
Multi-Year Projections
(2021-22, 2022-23, and 2023-24)

Budget Assumptions for 2021-22:

The projections are contingent using baseline data from 2020-21 plus relevant major changes itemized below:

Revenue Revisions

- Decline in funded ADA by 650
- Unduplicated pupil percentage 72.99%
- Unduplicated pupil percentage three year rolling average 73.01%
- COLA and Augmentation of 2.48%
- Base Grant Proration of (12.18%)

Expenditure Revisions

- Reduction of 27 FTE in certificated staffing due to enrollment decline, and 26.2 FTE due to increase in student load per ASTA 2017-18 agreement ending June 2021
- Cost increases for operating costs
 - ✓ Step increases for Step, Column, and Longevity \$2.9 million
 - ✓ Decrease in STRS rate of \$0.4 million and increase in PERS rate of \$1.2 million respectively
 - ✓ Decrease in Health and Welfare Benefits
- Added General Fund contributions
 - ✓ Special Education
 - ✓ Routine Repair & Maintenance

Reserve for Economic Uncertainty (REU)

- Minimum REU level required: \$11,536,637
- Amount of assigned ending fund balance: \$24,665,864
- Amount of unassigned ending fund balance: \$22,057,161

Budget Assumptions for 2022-23:

The projections are contingent using baseline data from 2021-22 plus relevant major changes itemized below:

Revenue Revisions

- Decline in funded ADA by 573
- Unduplicated pupil percentage 72.98%
- Unduplicated pupil percentage three year rolling average 72.99%
- COLA and Augmentation of 3.26%
- Base Grant Proration of (14.95%)

Expenditure Revisions

- Reduction of 10 FTE in certificated staffing, enrollment decline
- Cost increases for operating costs
 - ✓ Step increases for Step, Column, and Longevity \$2.9 million
 - ✓ Increase in STRS & PERS rates, \$2.1 million and \$0.7 million respectively
 - ✓ Increase in Health & Welfare Benefits
- Added General Fund contributions
 - ✓ Special Education
 - ✓ Routine Repair & Maintenance

Reserve for Economic Uncertainty (REU)

- Minimum REU level required: \$11,449,012
- Amount of assigned ending fund balance: \$12,309,039
- Amount of unassigned ending fund balance: \$11,369,133

Budget Assumptions for 2023-24:

The projections are contingent using baseline data from 2022-23 plus relevant major changes itemized below:

Revenue Revisions

- Decline in funded ADA by 347
- Unduplicated pupil percentage 72.97%
- Unduplicated pupil percentage three year rolling average 72.98%
- COLA and Augmentation of 1.80%
- Base Grant Proration of (16.45%)

Expenditure Revisions

- Reduction of 10 FTE in certificated staffing, and enrollment decline
- Cost increases for operating costs
 - ✓ Step increases for Step, Column, and Longevity \$2.9 million
 - ✓ Increase in STRS & PERS rates, \$0.3 million and \$0.4 million respectively
 - ✓ Increase in Health & Welfare Benefits
- Added General Fund contributions
 - ✓ Special Education
 - ✓ Routine Repair & Maintenance

Reserve for Economic Uncertainty (REU)

- Minimum REU level required: \$11,623,835
- Amount of assigned ending fund balance: \$0
- Amount of unassigned ending fund balance: (\$9,463,141)

Projections for the General Fund:

Summarized in the chart below is a recap of projected revenues, expenditures, and fund balance totals for the current year and subsequent three years. These totals incorporate revenues, expenditures, and reserves for the General Fund.

	Proposed Budget	Projected 2021-22	Projected 2022-23	Projected 2023-24
Beginning Fund Balance	\$ 107,217,143	\$ 82,397,947	\$ 61,414,662	\$ 37,282,184
Audit Adjustment	-	-	-	-
Fund Balance	\$ 107,217,143	\$ 82,397,947	\$ 61,414,662	\$ 37,282,184
Annual Revenues (includes other financial sources)	\$ 373,461,501	\$ 363,571,285	\$ 357,501,260	\$ 353,894,672
Annual Expenditures (includes other financing)	\$ 398,280,697	\$ 384,554,570	\$ 381,633,738	\$ 387,461,162
Change in Fund Balance	\$ (24,819,196)	\$ (20,983,285)	\$ (24,132,478)	\$ (33,566,490)
Projected Ending Fund Balance	\$ 82,397,947	\$ 61,414,662	\$ 37,282,184	\$ 3,715,694
I. Unavailable Reserves:				
1) Nonspendable				
a. Revolving Cash	\$ 155,000	\$ 155,000	\$ 155,000	\$ 155,000
b. Inventory	\$ 550,000	\$ 500,000	\$ 500,000	\$ 500,000
c. Prepaid Expenses	\$ -	\$ -	\$ -	\$ -
2) Restricted Balances	\$ 4,377,465	\$ 2,500,000	\$ 1,500,000	\$ 900,000
3) Assigned	\$ 28,532,748	\$ 24,665,864	\$ 12,309,039	\$ -
II Total Unrestricted Fund Balance	\$ 48,782,734	\$ 33,593,798	\$ 22,818,145	\$ 2,160,694
1) Reserves for Economic Uncertainty (3%)	\$ 11,948,521	\$ 11,536,637	\$ 11,449,012	\$ 11,623,835
2) Available Reserves:	\$ 36,834,213	\$ 22,057,161	\$ 11,369,133	\$ (9,463,141)
III. Available Reserves (Unrestricted Funds)	12.25%	8.74%	5.98%	0.56%

Section VIII
Budget Stabilization Plan

Overview:

The 2016-17 Adopted Budget for Anaheim Union High School District (AUHSD) indicated that the District was engaged in a pattern of deficit spending that would result in a shortfall of \$8.6 million at the end of the 2019-20 fiscal year. Based on this projection, the Orange County Department of Education required that the District create a Budget Stabilization Plan as a part of its Second Interim Report in March 2017.

In the Fall of 2016, Cabinet engaged in a process to ascertain where reductions could be made. At a Principal's Meeting, an interactive process was done where principals and directors identified areas for preservation and areas for potential reduction. Each participant was then asked to designate which areas identified for reduction were most important to meet the goals for AUHSD. Cabinet then invited leadership from each of our associations to participate in this process.

Based upon the feedback from each of the stakeholder groups, the Budget Stabilization Plan was created indicating potential reductions in 2016-17 through 2022-23. This plan was presented to the Board of Trustees at a Board Study Session in February 2017, and adopted as a part of the Second Interim Report in March 2017.

The Budget Stabilization Plan should be viewed as a fluid document that provides a roadmap of needed reductions to allow AUHSD to move towards the implementation of a balanced budget. Based upon the budget assumptions for the upcoming years, AUHSD will need to begin the process of identifying future reductions to eliminate the projected structural deficit. At each budget update, (Adopted Budget, First Interim Report, and Second Interim Report) the Budget Stabilization Plan will continue to be updated to indicate changes and progress towards reductions and presented to the Board of Trustees for review.

In preparing the 2020-21 July 1 Budget, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current year and the subsequent two fiscal years. **If necessary, it is recognized that based on the Governor's May Revision to the proposal for the 2020-21 State Budget, that the Board will implement the following reductions in order to maintain fiscal solvency:**

- 2020-21 - \$10,000,000
- 2021-22 – additional \$10,000,000
- 2022-23 – additional \$10,000,000

These reductions are already imbedded in the Proposed Adopted Budget 2020-21. Furthermore, it is recognized that a Board Approved reduction list for 2020-21 and 2021-22 as well as an implementation timeline will be included within the 45-Day Revision or the First Interim Report for 2020-21.

**ANAHEIM UNION HIGH SCHOOL DISTRICT
PROPOSED ADOPTED BUDGET
2016-24 BUDGET STABILIZATION PLAN
June 18, 2020**

EXHIBIT C

Item	Progress	Year of Implementation	2016-17 Savings	2017-18 Savings	2018-19 Savings	2019-20 Savings	2020-21 Savings	2021-22 Savings	2022-23 Savings	2023-24 Savings	Comments
Assistant Director of Maintenance and Operations		2016-17	No Savings	No Savings	No Savings	No Savings	No Savings	No Savings	No Savings	No Savings	
District Office Parking Lot Attendant		2016-17	\$ -	\$ 16,083	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Reduction postponed from 2016-17 to 2017-18. Partial reduction in 2017-18, restored position in 2018-19
Graphic Arts Technician		2016-17	No Savings	No Savings	No Savings	No Savings	No Savings	No Savings	No Savings	No Savings	Restored position in 2018
Human Resources (Classified) Technician		2016-17	\$ 37,869	\$ 92,076	\$ 93,833	\$ 95,590	\$ 98,373	\$ 98,854	\$ 98,854	\$ 98,854	
Network Manager Position		2016-17	No Savings	No Savings	No Savings	No Savings	No Savings	No Savings	No Savings	No Savings	Added position in 2017-18
1/6 Teaching Assignments		2016-17	\$ 160,675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Teacher Overage (2) - Reduction at semester		2016-17	\$ 94,683	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Illuminate Software- EL only		2016-17	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000	Made partial reduction
Technology Services Technician		2016-17	\$ 73,260	\$ 73,260	\$ 73,260	\$ 73,260	\$ 73,260	\$ 73,260	\$ 73,260	\$ 73,260	
Turnitin Software - Junior High School only		2016-17	\$ 56,230	\$ 56,230	\$ 56,230	\$ 56,230	\$ 56,230	\$ 56,230	\$ 56,230	\$ 56,230	Made partial reduction
Routine Restricted Maintenance funding		2016-17	\$ 1,900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Senior Administrative Assistant (Facilities)		2016-17	\$ 77,229	\$ 84,368	\$ 91,199	\$ 95,739	\$ 100,717	\$ 102,859	\$ 102,859	\$ 102,859	
Senior Administrative Assistant (Superintendent's)		2016-17	\$ 26,770	\$ 92,041	\$ 93,765	\$ 95,489	\$ 96,939	\$ 97,998	\$ 97,998	\$ 97,998	
Aeries Analytics		2017-18	\$ -	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	
Performing Arts Supervisor		2017-18	\$ -	\$ 127,670	\$ 130,215	\$ 132,760	\$ 135,405	\$ 136,107	\$ 136,107	\$ 136,107	
Counselors (1)		2017-18	\$ -	\$ 113,645	\$ 119,130	\$ 124,734	\$ 129,676	\$ 129,676	\$ 129,676	\$ 129,676	Reduction of 2 counselors postponed from 2017-18 to 2018-19
Custodial Positions (2)		2017-18	\$ -	\$ 172,075	\$ 175,289	\$ 178,646	\$ 181,970	\$ 183,990	\$ 183,990	\$ 183,990	Reduction from 3 custodial reductions to 2 custodians
District Athletic Director		2017-18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Restored position to 100%
EL Literacy Coach		2017-18	\$ -	\$ 122,550	\$ 124,220	\$ 125,891	\$ 126,762	\$ 126,762	\$ 126,762	\$ 126,762	
District Bilingual Instructional Aide - Korean		2017-18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Added Vietnamese Instructional Aide
Fitnessgram		2017-18	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	
OC Human Relations Contract		2017-18	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	Charged \$50,000 to One-Time Funding for 2017-18
Printer Fleet (20%)		2017-18	\$ -	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	
Program Support Secretary (Special Programs)		2017-18	\$ -	\$ 85,138	\$ 86,703	\$ 88,267	\$ 90,249	\$ 92,797	\$ 92,797	\$ 92,797	
Professional Development Allowances (SYS)		2017-18	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
Credential Technician (Certificated)		2017-18	\$ -	\$ 66,286	\$ 67,430	\$ 68,569	\$ 69,511	\$ 69,819	\$ 69,819	\$ 69,819	Eliminated 12 mos position and increased from 9 mos to 11 mos.
ILC Working Conference Periods		2017-18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Eliminated from Budget Stabilization Plan
Classified Substitutes		2017-18	\$ -	\$ -	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	Savings not realized in 2017-18
Secretary (Ed Division)		2017-18	\$ -	\$ 91,322	\$ 93,029	\$ 94,736	\$ 96,270	\$ 96,738	\$ 96,738	\$ 96,738	
Induction Program (Teacher and ACSA Coaching)		2017-18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Continued through Educators Effectiveness, One-Time and or General Fund
Innovation Grants		2017-18	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
Licensed Vocational Nurse		2017-18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Added two LVNs 6 hours/9 months positions
MTSS- Teachers (19)		2017-18	\$ -	\$ 2,683,593	\$ 3,007,695	\$ 3,052,334	\$ 3,073,956	\$ 3,073,956	\$ 3,073,956	\$ 3,073,956	
Campus Aide (Hope)		2017-18	\$ -	\$ 49,125	\$ 49,784	\$ 50,462	\$ 51,208	\$ 51,406	\$ 51,406	\$ 51,406	
Production Copier Contract		2017-18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Savings not realized
EL Program Administrator		2017-18	\$ -	\$ 99,075	\$ 58,288	\$ 59,307	\$ 60,796	\$ 62,101	\$ 62,101	\$ 62,101	Replaced with EL Classified Support
Translation/Interpretation Overtime		2017-18	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	
Language Network Services		2017-18	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	
Site and District Budget		2017-18	\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	
Operations Budget		2017-18	\$ -	\$ 150,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
Classified Site Support Staff (6)		2017-18	\$ -	\$ 409,212	\$ 207,712	\$ -	\$ -	\$ -	\$ -	\$ -	Reduced number of positions from 10 to 6
Site Beautification		2017-18	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	Increased \$50,000 in 2017-18
Secretary (Special Education)		2017-18	\$ -	\$ 87,953	\$ 89,315	\$ 90,977	\$ 92,357	\$ 94,235	\$ 94,235	\$ 94,235	
Site Technician		2017-18	\$ -	\$ 100,516	\$ 102,419	\$ 104,409	\$ 106,305	\$ 106,833	\$ 106,833	\$ 106,833	
Teacher Overstaffing (12)		2017-18	\$ -	\$ 1,670,351	\$ 1,695,640	\$ 1,720,929	\$ 1,732,524	\$ 1,732,524	\$ 1,732,524	\$ 1,732,524	
Transfer of Salaries to Measure H - shift		2017-18	\$ -	\$ 277,780	\$ 288,961	\$ 297,901	\$ 303,590	\$ 305,190	\$ 305,190	\$ 305,190	

**Section IX
State Forms**

ANNUAL BUDGET REPORT:
July 1, 2020 Budget Adoption

Insert "X" in applicable boxes:

This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: 501 N. Crescent Way Anaheim, CA
Date: June 15, 2020

Place: 501 N. Crescent Way Anaheim, CA
Date: June 18, 2020
Time: 10:00 AM

Adoption Date: June 18, 2020

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Jennifer Root, Ed.D.

Telephone: 714-999-3555

Title: Assistant Superintendent, Business

E-mail: root_j@auhsd.us

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.	X	
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.		X
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?		X
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2019-20) annual payment?		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?	X	
		• If yes, are benefits funded by pay-as-you-go?		X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?		X
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?	X	
		• Adoption date of the LCAP or an update to the LCAP:		Dec. 15, 2020
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?		X
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

() Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$	_____
Less: Amount of total liabilities reserved in budget:	\$	_____
Estimated accrued but unfunded liabilities:	\$	_____ 0.00

() This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:
PIPS, is a statewide JPA developed to allow school districts to return to the status of a qualified self-insured while at the same time purchasing insurance coverage.

() This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Jun 18, 2020

For additional information on this certification, please contact:

Name: Jennifer Root, Ed.D.

Title: Assistant Superintendent, Business

Telephone: (714) 999-3555

E-mail: root_j@auhsd.us

EXHIBIT C

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	332,699,879.00	0.00	332,699,879.00	300,089,531.00	0.00	300,089,531.00	-9.8%
2) Federal Revenue		8100-8299	1,490,550.00	20,299,381.00	21,789,931.00	1,490,550.00	19,627,357.00	21,117,907.00	-3.1%
3) Other State Revenue		8300-8599	7,558,463.00	39,050,961.00	46,609,424.00	7,488,881.00	38,729,310.00	44,228,191.00	-5.1%
4) Other Local Revenue		8600-8799	8,664,276.00	4,757,401.00	13,441,677.00	4,163,820.00	3,862,052.00	8,025,872.00	-40.3%
5) TOTAL REVENUES			350,433,168.00	64,107,743.00	414,540,911.00	313,242,782.00	60,218,719.00	373,461,501.00	-9.9%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	125,542,278.00	32,569,952.00	158,212,230.00	122,397,214.00	33,256,061.00	155,653,275.00	-1.6%
2) Classified Salaries		2000-2999	38,898,193.00	23,273,058.00	62,171,251.00	37,572,535.00	23,345,548.00	60,918,083.00	-2.0%
3) Employee Benefits		3000-3999	81,076,519.00	41,828,763.00	122,905,282.00	77,452,129.00	42,458,045.00	119,910,174.00	-2.4%
4) Books and Supplies		4000-4999	11,113,433.00	6,930,625.00	18,044,058.00	9,083,350.00	9,585,879.00	18,669,229.00	3.5%
5) Services and Other Operating Expenditures		5000-5999	20,998,736.00	11,908,225.00	32,906,961.00	17,074,913.00	10,112,272.00	27,187,185.00	-17.4%
6) Capital Outlay		6000-6999	4,568,741.00	5,904,004.00	10,472,745.00	1,128,337.00	321,000.00	1,449,337.00	-86.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	12,046,765.00	1,172,432.00	13,219,197.00	11,770,982.00	1,222,432.00	12,993,414.00	-1.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(945,661.00)	945,661.00	0.00	(1,043,626.00)	1,043,626.00	0.00	0.0%
9) TOTAL EXPENDITURES			293,289,004.00	124,632,720.00	417,931,724.00	275,435,834.00	121,344,863.00	396,780,697.00	-5.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			57,134,164.00	(60,524,977.00)	(3,390,813.00)	37,806,946.00	(61,126,144.00)	(23,319,196.00)	587.7%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	1,500,000.00	1,500,000.00	0.00	1,500,000.00	1,500,000.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(58,336,879.00)	58,336,879.00	0.00	(58,936,254.00)	58,936,254.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(58,336,879.00)	58,336,879.00	(1,500,000.00)	(58,936,254.00)	57,436,254.00	(1,500,000.00)	0.0%

EXHIBIT C

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,202,715.00)	(3,668,098.00)	(4,890,813.00)	(21,131,306.00)	(3,687,890.00)	(24,819,196.00)	407.5%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	100,354,503.00	11,753,453.00	112,107,956.00	99,151,788.00	8,065,355.00	107,217,143.00	-4.4%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			100,354,503.00	11,753,453.00	112,107,956.00	99,151,788.00	8,065,355.00	107,217,143.00	-4.4%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			100,354,503.00	11,753,453.00	112,107,956.00	99,151,788.00	8,065,355.00	107,217,143.00	-4.4%
2) Ending Balance, June 30 (E + F1e)			99,151,788.00	8,065,355.00	107,217,143.00	78,020,482.00	4,377,465.00	82,397,947.00	-23.1%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	155,000.00	0.00	155,000.00	155,000.00	0.00	155,000.00	0.0%
Stores		9712	500,000.00	0.00	500,000.00	550,000.00	0.00	550,000.00	10.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	8,065,355.00	8,065,355.00	0.00	4,377,465.00	4,377,465.00	-45.7%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	32,552,888.00	0.00	32,552,888.00	28,532,748.00	0.00	28,532,748.00	-12.3%
Classified Summer Assistance Benefit	0000	9780				185,000.00		185,000.00	
Supplemental/Concentration Carryover	0000	9780				810,000.00		810,000.00	
Additional Three Percent Reserve	0000	9780				11,948,521.00		11,948,521.00	
Textbook Reserve	0000	9780				15,589,227.00		15,589,227.00	
2017-18 One-Time Discretionary Funds	0000	9780	77,137.00		77,137.00				
Classified Summer Assistance Benefit	0000	9780	175,000.00		175,000.00				
Marquee and Shade Structure Carryover	0000	9780	251,000.00		251,000.00				
School Site Discretionary Carryover	0000	9780	280,568.00		280,568.00				
Potential Legal Settlement	0000	9780	1,000,000.00		1,000,000.00				
Supplemental/Concentration Carryover	0000	9780	1,450,000.00		1,450,000.00				
Additional Three Percent Reserve	0000	9780	12,583,052.00		12,583,052.00				
Textbook Reserve	0000	9780	16,736,131.00		16,736,131.00				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	12,583,052.00	0.00	12,583,052.00	11,948,521.00	0.00	11,948,521.00	-5.0%
Unassigned/Unappropriated Amount		9790	53,360,848.00	0.00	53,360,848.00	36,834,213.00	0.00	36,834,213.00	-31.0%

EXHIBIT C

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	0.00	0.00	0.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			0.00	0.00	0.00				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9810	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00	0.00	0.00				

EXHIBIT C

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF SOURCES									
Principal Apportionment State Aid - Current Year		8011	187,183,732.00	0.00	187,183,732.00	155,311,296.00	0.00	155,311,296.00	-17.0%
Education Protection Account State Aid - Current Year		8012	42,886,971.00	0.00	42,886,971.00	42,149,059.00	0.00	42,149,059.00	-1.7%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	351,437.00	0.00	351,437.00	351,437.00	0.00	351,437.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	66,403,898.00	0.00	66,403,898.00	66,403,898.00	0.00	66,403,898.00	0.0%
Unsecured Roll Taxes		8042	1,961,255.00	0.00	1,961,255.00	1,961,255.00	0.00	1,961,255.00	0.0%
Prior Years' Taxes		8043	831,231.00	0.00	831,231.00	831,231.00	0.00	831,231.00	0.0%
Supplemental Taxes		8044	3,070,545.00	0.00	3,070,545.00	3,070,545.00	0.00	3,070,545.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	21,997,391.00	0.00	21,997,391.00	21,997,391.00	0.00	21,997,391.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	8,013,419.00	0.00	8,013,419.00	8,013,419.00	0.00	8,013,419.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			332,699,879.00	0.00	332,699,879.00	300,089,531.00	0.00	300,089,531.00	-9.8%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			332,699,879.00	0.00	332,699,879.00	300,089,531.00	0.00	300,089,531.00	-9.8%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	5,415,720.00	5,415,720.00	0.00	5,415,720.00	5,415,720.00	0.0%
Special Education Discretionary Grants		8182	0.00	335,381.00	335,381.00	0.00	335,381.00	335,381.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	56,246.00	56,246.00	0.00	30,000.00	30,000.00	-46.7%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		8,942,257.00	8,942,257.00		8,896,395.00	8,896,395.00	-0.5%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		1,708,322.00	1,708,322.00		1,639,711.00	1,639,711.00	-4.0%
Title III, Part A, Immigrant Student Program	4201	8290		68,383.00	68,383.00		68,383.00	68,383.00	0.0%

EXHIBIT C

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, Part A, English Learner Program	4203	8290		650,000.00	650,000.00		658,970.00	658,970.00	1.4%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290		1,893,100.00	1,893,100.00		1,456,738.00	1,456,738.00	-23.1%
Other NCLB / Every Student Succeeds Act	5510, 5630	8290		1,893,100.00	1,893,100.00		1,456,738.00	1,456,738.00	-23.1%
Career and Technical Education	3500-3599	8290		625,578.00	625,578.00		548,515.00	548,515.00	-12.3%
All Other Federal Revenue	All Other	8290	1,490,550.00	604,394.00	2,094,944.00	1,490,550.00	577,544.00	2,068,094.00	-1.3%
TOTAL, FEDERAL REVENUE			1,490,550.00	20,299,361.00	21,789,931.00	1,490,550.00	19,627,357.00	21,117,907.00	-3.1%
OTHER STATE REVENUE									
Other State Apportionments									
RCC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		15,500,000.00	15,500,000.00		15,858,050.00	15,858,050.00	2.3%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	1,364,565.00	0.00	1,364,565.00	1,400,000.00	0.00	1,400,000.00	2.6%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,500,082.00	0.00	1,500,082.00	1,461,346.00	0.00	1,461,346.00	-2.6%
Lottery - Unrestricted and Instructional Materials		8560	4,588,221.00	1,619,372.00	6,207,593.00	4,531,940.00	1,599,508.00	6,131,448.00	-1.2%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		793,484.00	793,484.00		555,439.00	555,439.00	-30.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6660, 6695	8590		589,080.00	589,080.00		0.00	0.00	-100.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		1,829,616.00	1,829,616.00		800,000.00	800,000.00	-56.3%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	105,595.00	18,719,409.00	18,825,004.00	105,595.00	17,916,313.00	18,021,908.00	-4.3%
TOTAL, OTHER STATE REVENUE			7,558,463.00	39,050,961.00	46,609,424.00	7,498,881.00	36,729,310.00	44,228,191.00	-5.1%

EXHIBIT C

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	55,216.00	55,216.00	0.00	55,216.00	55,216.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	20,000.00	0.00	20,000.00	18,000.00	0.00	18,000.00	-10.0%
Sale of Publications		8632	8,000.00	0.00	8,000.00	8,000.00	0.00	8,000.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	236,510.00	0.00	236,510.00	37,540.00	0.00	37,540.00	-84.1%
Interest		8660	2,000,000.00	0.00	2,000,000.00	1,700,000.00	0.00	1,700,000.00	-15.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	126,888.00	0.00	126,888.00	100,000.00	0.00	100,000.00	-21.2%
Transportation Fees From Individuals		8675	400,000.00	0.00	400,000.00	200,000.00	0.00	200,000.00	-50.0%
Interagency Services		8677	628,618.00	1,200,000.00	1,828,618.00	411,906.00	1,200,000.00	1,611,906.00	-11.9%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	5,264,260.00	1,784,975.00	7,049,235.00	1,686,374.00	901,501.00	2,589,875.00	-63.3%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	1,717,210.00	1,717,210.00	0.00	1,705,335.00	1,705,335.00	-0.7%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			8,684,276.00	4,757,401.00	13,441,677.00	4,163,820.00	3,862,052.00	8,025,872.00	-40.3%
TOTAL, REVENUES			350,433,168.00	64,107,743.00	414,540,911.00	313,242,782.00	60,218,719.00	373,461,501.00	-9.9%

EXHIBIT C

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	103,643,541.00	29,337,156.00	132,980,697.00	101,641,711.00	29,995,065.00	131,636,777.00	-1.0%
Certificated Pupil Support Salaries		1200	9,816,731.00	1,085,263.00	10,901,994.00	9,465,253.00	968,803.00	10,434,056.00	-4.3%
Certificated Supervisors' and Administrators' Salaries		1300	11,525,389.00	1,297,882.00	12,823,071.00	10,743,719.00	1,343,121.00	12,086,840.00	-5.7%
Other Certificated Salaries		1900	555,617.00	949,851.00	1,505,468.00	546,531.00	949,071.00	1,495,602.00	-0.7%
TOTAL, CERTIFICATED SALARIES			125,542,278.00	32,669,952.00	158,212,230.00	122,397,214.00	33,256,061.00	155,653,275.00	-1.6%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	3,219,954.00	16,029,434.00	19,249,388.00	3,055,130.00	16,271,351.00	19,326,481.00	0.4%
Classified Support Salaries		2200	16,543,042.00	4,076,369.00	20,619,411.00	16,022,134.00	3,864,634.00	19,886,768.00	-3.6%
Classified Supervisors' and Administrators' Salaries		2300	2,765,045.00	478,009.00	3,243,054.00	2,587,493.00	543,409.00	3,130,902.00	-3.5%
Clerical, Technical and Office Salaries		2400	16,370,152.00	2,689,246.00	19,059,398.00	15,907,778.00	2,666,154.00	18,573,932.00	-2.5%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			38,898,193.00	23,273,058.00	62,171,251.00	37,572,535.00	23,345,548.00	60,918,083.00	-2.0%
EMPLOYEE BENEFITS									
STRS		3101-3102	21,027,659.00	18,803,784.00	39,831,443.00	19,289,551.00	18,615,058.00	37,904,609.00	-4.8%
PERS		3201-3202	7,324,731.00	4,330,984.00	11,655,315.00	7,446,484.00	4,661,062.00	12,107,546.00	3.9%
OASDI/Medicare/Alternative		3301-3302	4,871,635.00	2,269,840.00	7,141,275.00	4,722,726.00	2,282,170.00	7,004,896.00	-1.9%
Health and Welfare Benefits		3401-3402	37,848,111.00	15,005,912.00	52,854,023.00	37,724,113.00	15,457,410.00	53,181,523.00	0.6%
Unemployment Insurance		3501-3502	82,220.00	27,560.00	109,800.00	79,985.00	27,804.00	107,789.00	-1.8%
Workers' Compensation		3601-3602	4,162,811.00	1,381,263.00	5,554,074.00	4,049,634.00	1,414,541.00	5,464,175.00	-1.6%
OPEB, Allocated		3701-3702	2,481,072.00	0.00	2,481,072.00	2,481,072.00	0.00	2,481,072.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	3,278,280.00	0.00	3,278,280.00	1,658,564.00	0.00	1,658,564.00	-49.4%
TOTAL, EMPLOYEE BENEFITS			81,078,519.00	41,828,763.00	122,905,282.00	77,452,129.00	42,458,045.00	119,910,174.00	-2.4%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	4,306,634.00	235,415.00	4,542,049.00	1,041,500.00	3,519,263.00	4,560,763.00	0.4%
Books and Other Reference Materials		4200	258,672.00	91,074.00	349,746.00	210,904.00	43,500.00	254,404.00	-27.3%
Materials and Supplies		4300	5,525,669.00	5,851,692.00	11,377,361.00	7,008,866.00	5,476,303.00	12,483,169.00	9.7%
Noncapitalized Equipment		4400	1,022,458.00	752,444.00	1,774,902.00	824,080.00	546,813.00	1,370,893.00	-22.8%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			11,113,433.00	6,930,625.00	18,044,058.00	9,083,350.00	9,585,879.00	18,669,229.00	3.5%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	3,214,682.00	3,214,682.00	0.00	2,061,939.00	2,061,939.00	-35.9%
Travel and Conferences		5200	594,670.00	365,548.00	960,218.00	384,928.00	276,859.00	661,785.00	-31.1%
Dues and Memberships		5300	86,373.00	51,293.00	137,666.00	80,529.00	52,800.00	133,329.00	-3.2%
Insurance		5400 - 5450	3,883,609.00	0.00	3,883,609.00	4,363,441.00	0.00	4,363,441.00	12.9%
Operations and Housekeeping Services		5500	7,087,200.00	270.00	7,087,470.00	7,105,300.00	0.00	7,105,300.00	0.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,619,415.00	2,486,212.00	6,105,627.00	1,109,595.00	2,461,915.00	3,571,510.00	-41.5%
Transfers of Direct Costs		5710	(242,317.00)	242,317.00	0.00	(143,638.00)	143,638.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	5,121,084.00	5,519,428.00	10,640,512.00	3,671,160.00	5,089,821.00	8,760,981.00	-17.7%
Communications		5900	868,702.00	28,475.00	897,177.00	503,800.00	25,300.00	528,900.00	-41.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			20,998,736.00	11,908,225.00	32,906,961.00	17,074,913.00	10,112,272.00	27,187,185.00	-17.4%

EXHIBIT C

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CAPITAL OUTLAY									
Land		6100	0.00	1,504,955.00	1,504,955.00	0.00	0.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	3,915,251.00	3,915,251.00	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	4,568,741.00	483,798.00	5,052,539.00	1,128,337.00	321,000.00	1,449,337.00	-71.3%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			4,568,741.00	5,904,004.00	10,472,745.00	1,128,337.00	321,000.00	1,449,337.00	-86.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	14,872.00	0.00	14,872.00	New
Tuition, Excess Costs, and/or Deficit Payments to Districts or Charter Schools		7141	0.00	1,150,000.00	1,150,000.00	0.00	1,200,000.00	1,200,000.00	4.3%
Payments to County Offices		7142	5,350,865.00	0.00	5,350,865.00	4,823,062.00	0.00	4,823,062.00	-9.9%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments All Other Transfers	All Other	7221-7223	1,364,565.00	22,432.00	1,386,997.00	1,400,000.00	22,432.00	1,422,432.00	2.6%
All Other Transfers Out to All Others		7281-7283	4,770,534.00	0.00	4,770,534.00	5,090,307.00	0.00	5,090,307.00	6.7%
Debt Service									
Debt Service - Interest		7438	73,772.00	0.00	73,772.00	63,558.00	0.00	63,558.00	-13.8%
Other Debt Service - Principal		7439	487,029.00	0.00	487,029.00	379,183.00	0.00	379,183.00	-22.1%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			12,046,765.00	1,172,432.00	13,219,197.00	11,770,982.00	1,222,432.00	12,993,414.00	-1.7%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(945,661.00)	945,661.00	0.00	(1,043,626.00)	1,043,626.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(945,661.00)	945,661.00	0.00	(1,043,626.00)	1,043,626.00	0.00	0.0%
TOTAL EXPENDITURES			293,299,004.00	124,632,720.00	417,931,724.00	275,435,834.00	121,344,863.00	396,780,697.00	-5.1%

EXHIBIT C

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	1,500,000.00	1,500,000.00	0.00	1,500,000.00	1,500,000.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	1,500,000.00	1,500,000.00	0.00	1,500,000.00	1,500,000.00	0.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(58,336,879.00)	58,336,879.00	0.00	(58,938,254.00)	58,938,254.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(58,336,879.00)	58,336,879.00	0.00	(58,938,254.00)	58,938,254.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(58,336,879.00)	58,336,879.00	(1,500,000.00)	(58,938,254.00)	57,438,254.00	(1,500,000.00)	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	17,217,422.00	17,608,923.00	2.3%
3) Other State Revenue		8300-8599	1,215,189.00	1,251,645.00	3.0%
4) Other Local Revenue		8600-8799	1,887,408.00	1,439,765.00	-23.7%
5) TOTAL, REVENUES			20,320,019.00	20,300,333.00	-0.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	9,104,179.00	9,104,179.00	0.0%
3) Employee Benefits		3000-3999	4,730,040.00	4,817,028.00	1.8%
4) Books and Supplies		4000-4999	8,387,683.00	8,488,274.00	1.2%
5) Services and Other Operating Expenditures		5000-5999	605,045.00	605,045.00	0.0%
6) Capital Outlay		6000-6999	125,000.00	125,000.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			22,951,947.00	23,139,526.00	0.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,631,928.00)	(2,839,193.00)	7.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,631,928.00)	(2,839,193.00)	7.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	8,218,043.00	5,586,115.00	-32.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			8,218,043.00	5,586,115.00	-32.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			8,218,043.00	5,586,115.00	-32.0%
2) Ending Balance, June 30 (E + F1e)					
			5,586,115.00	2,746,922.00	-50.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	5,586,115.00	2,746,922.00	-50.8%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	15,168,204.00	15,623,251.00	3.0%
Donated Food Commodities		8221	2,049,218.00	1,985,672.00	-3.1%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			17,217,422.00	17,608,923.00	2.3%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	1,215,189.00	1,251,645.00	3.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,215,189.00	1,251,645.00	3.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	1,647,642.00	1,200,000.00	-27.2%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8698	239,766.00	239,765.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,887,408.00	1,439,765.00	-23.7%
TOTAL, REVENUES			20,320,019.00	20,300,333.00	-0.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	8,067,529.00	8,067,529.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	530,724.00	530,724.00	0.0%
Clerical, Technical and Office Salaries		2400	505,926.00	505,926.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			9,104,179.00	9,104,179.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	1,381,399.00	1,422,841.00	3.0%
OASDI/Medicare/Alternative		3301-3302	676,249.00	676,249.00	0.0%
Health and Welfare Benefits		3401-3402	2,440,231.00	2,513,438.00	3.0%
Unemployment Insurance		3501-3502	4,478.00	4,500.00	0.5%
Workers' Compensation		3601-3602	227,683.00	200,000.00	-12.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			4,730,040.00	4,817,028.00	1.8%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	326,646.00	326,646.00	0.0%
Noncapitalized Equipment		4400	34,409.00	35,000.00	1.7%
Food		4700	8,026,628.00	8,126,628.00	1.2%
TOTAL, BOOKS AND SUPPLIES			8,387,683.00	8,488,274.00	1.2%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	12,500.00	12,500.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	395,280.00	395,280.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	165,092.00	165,092.00	0.0%
Communications		5900	32,173.00	32,173.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			605,045.00	605,045.00	0.0%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	125,000.00	125,000.00	0.0%
TOTAL, CAPITAL OUTLAY			125,000.00	125,000.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			22,951,947.00	23,139,526.00	0.8%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	95,000.00	95,000.00	0.0%
5) TOTAL, REVENUES			95,000.00	95,000.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	2,800.00	2,800.00	0.0%
6) Capital Outlay		6000-6999	5,035,408.00	2,387,253.00	-52.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			5,038,208.00	2,390,053.00	-52.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(4,943,208.00)	(2,295,053.00)	-53.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,500,000.00	1,500,000.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,500,000.00	1,500,000.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,443,208.00)	(795,053.00)	-76.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	5,870,975.00	2,427,767.00	-58.6%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			5,870,975.00	2,427,767.00	-58.6%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			5,870,975.00	2,427,767.00	-58.6%
2) Ending Balance, June 30 (E + F1e)					
			2,427,767.00	1,632,714.00	-32.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	2,427,767.00	1,632,714.00	-32.7%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	95,000.00	95,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			95,000.00	95,000.00	0.0%
TOTAL, REVENUES			95,000.00	95,000.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,800.00	2,800.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,800.00	2,800.00	0.0%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	5,035,408.00	2,387,253.00	-52.6%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			5,035,408.00	2,387,253.00	-52.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			5,038,208.00	2,390,053.00	-52.6%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	1,500,000.00	1,500,000.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			1,500,000.00	1,500,000.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			1,500,000.00	1,500,000.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,362,327.00	2,100,010.00	-11.1%
5) TOTAL, REVENUES			2,362,327.00	2,100,010.00	-11.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	277,227.00	377,962.00	36.3%
3) Employee Benefits		3000-3999	116,030.00	165,780.00	42.9%
4) Books and Supplies		4000-4999	794,000.00	1,000,000.00	25.9%
5) Services and Other Operating Expenditures		5000-5999	597,239.00	63,005.00	-89.5%
6) Capital Outlay		6000-6999	44,477,261.00	126,895,731.00	185.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			46,261,757.00	128,502,478.00	177.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(43,899,430.00)	(126,402,468.00)	187.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	102,545,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			102,545,000.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			58,645,570.00	(126,402,468.00)	-315.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	70,308,586.00	128,954,156.00	83.4%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			70,308,586.00	128,954,156.00	83.4%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			70,308,586.00	128,954,156.00	83.4%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	128,954,156.00	2,551,688.00	-98.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	2.00	0.00	-100.0%
Interest		8660	2,362,315.00	2,100,010.00	-11.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	10.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,362,327.00	2,100,010.00	-11.1%
TOTAL REVENUES			2,362,327.00	2,100,010.00	-11.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	21,273.00	0.00	-100.0%
Classified Supervisors' and Administrators' Salaries		2300	255,954.00	377,962.00	47.7%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			277,227.00	377,962.00	36.3%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	52,778.00	78,240.00	48.2%
OASDI/Medicare/Alternative		3301-3302	21,140.00	25,580.00	21.0%
Health and Welfare Benefits		3401-3402	35,156.00	52,290.00	48.7%
Unemployment Insurance		3501-3502	139.00	190.00	36.7%
Workers' Compensation		3601-3602	6,817.00	9,480.00	39.1%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			116,030.00	165,780.00	42.9%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	794,000.00	1,000,000.00	25.9%
TOTAL, BOOKS AND SUPPLIES			794,000.00	1,000,000.00	25.9%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	330.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	596,909.00	63,005.00	-89.4%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			597,239.00	63,005.00	-89.5%
CAPITAL OUTLAY					
Land		6100	21,106,500.00	1,468,824.00	-93.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	23,322,806.00	125,276,907.00	437.1%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	48,155.00	150,000.00	211.5%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			44,477,261.00	126,895,731.00	185.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			46,261,757.00	128,502,478.00	177.8%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	102,545,000.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			102,545,000.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			102,545,000.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,332,428.00	4,588,500.00	-14.0%
5) TOTAL, REVENUES			5,332,428.00	4,588,500.00	-14.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	362.00	0.00	-100.0%
3) Employee Benefits		3000-3999	36.00	0.00	-100.0%
4) Books and Supplies		4000-4999	4,726.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	330,200.00	11,100.00	-96.6%
6) Capital Outlay		6000-6999	6,532,050.00	16,773,444.00	156.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			6,867,374.00	16,784,544.00	144.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,534,946.00)	(12,196,044.00)	694.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	2,050,813.00	2,441,735.00	19.1%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,050,813.00)	(2,441,735.00)	19.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,585,759.00)	(14,637,779.00)	308.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	18,982,775.00	15,397,016.00	-18.9%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			18,982,775.00	15,397,016.00	-18.9%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			18,982,775.00	15,397,016.00	-18.9%
2) Ending Balance, June 30 (E + F1e)					
			15,397,016.00	759,237.00	-95.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	15,397,016.00	759,237.00	-95.1%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	3,933,723.00	3,195,000.00	-18.8%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	383,247.00	381,000.00	-0.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	1,015,456.00	1,012,500.00	-0.3%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,332,426.00	4,588,500.00	-14.0%
TOTAL, REVENUES			5,332,426.00	4,588,500.00	-14.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	362.00	0.00	-100.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			362.00	0.00	-100.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	27.00	0.00	-100.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	9.00	0.00	-100.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			36.00	0.00	-100.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	4,726.00	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			4,726.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	330,200.00	11,100.00	-96.6%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			330,200.00	11,100.00	-96.6%
CAPITAL OUTLAY					
Land		6100	1,000,000.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	5,532,050.00	16,773,444.00	203.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			6,532,050.00	16,773,444.00	156.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			6,867,374.00	16,784,544.00	144.4%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	2,050,813.00	2,441,735.00	19.1%
(b) TOTAL, INTERFUND TRANSFERS OUT			2,050,813.00	2,441,735.00	19.1%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(2,050,813.00)	(2,441,735.00)	19.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,531,712.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	27,547.00	27,500.00	-0.2%
5) TOTAL, REVENUES			2,559,259.00	27,500.00	-98.9%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	919.00	850.00	-7.5%
6) Capital Outlay		6000-6999	3,234,439.00	650,000.00	-79.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,235,358.00	650,850.00	-79.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(676,099.00)	(623,350.00)	-7.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(676,099.00)	(623,350.00)	-7.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	1,310,460.00	634,361.00	-51.6%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			1,310,460.00	634,361.00	-51.6%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			1,310,460.00	634,361.00	-51.6%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	634,361.00	11,011.00	-98.3%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	2,531,712.00	0.00	-100.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,531,712.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	27,547.00	27,500.00	-0.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			27,547.00	27,500.00	-0.2%
TOTAL, REVENUES			2,559,259.00	27,500.00	-98.9%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	61.00	0.00	-100.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	858.00	850.00	-0.9%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			919.00	850.00	-7.5%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	2,959,678.00	650,000.00	-78.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	274,761.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,234,439.00	650,000.00	-79.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			3,235,358.00	650,850.00	-79.9%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	449,763.00	400,000.00	-11.1%
5) TOTAL, REVENUES			449,763.00	400,000.00	-11.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,328.00	0.00	-100.0%
3) Employee Benefits		3000-3999	136.00	0.00	-100.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	74,010.00	0.00	-100.0%
6) Capital Outlay		6000-6999	5,359,500.00	16,770,909.00	212.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,940,656.00	2,039,281.00	5.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			7,375,630.00	18,810,190.00	155.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(6,925,867.00)	(18,410,190.00)	165.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	2,050,813.00	2,441,735.00	19.1%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,050,813.00	2,441,735.00	19.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(4,875,054.00)	(15,968,455.00)	227.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	21,357,311.00	16,482,257.00	-22.8%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			21,357,311.00	16,482,257.00	-22.8%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			21,357,311.00	16,482,257.00	-22.8%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	16,482,257.00	513,802.00	-96.9%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9840	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	1.00	0.00	-100.0%
Interest		8660	437,512.00	400,000.00	-8.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	12,250.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			449,763.00	400,000.00	-11.1%
TOTAL, REVENUES			449,763.00	400,000.00	-11.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	1,328.00	0.00	-100.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,328.00	0.00	-100.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	101.00	0.00	-100.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	1.00	0.00	-100.0%
Workers' Compensation		3601-3602	34.00	0.00	-100.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			136.00	0.00	-100.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	65,510.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	8,500.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			74,010.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	1,640,500.00	10,520,909.00	541.3%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	3,719,000.00	6,250,000.00	68.1%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			5,359,500.00	16,770,909.00	212.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	1,280,656.00	1,244,281.00	-2.8%
Other Debt Service - Principal		7439	660,000.00	795,000.00	20.5%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,940,656.00	2,039,281.00	5.1%
TOTAL, EXPENDITURES			7,375,630.00	18,810,190.00	155.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,050,813.00	2,441,735.00	19.1%
(a) TOTAL, INTERFUND TRANSFERS IN			2,050,813.00	2,441,735.00	19.1%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			2,050,813.00	2,441,735.00	19.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	6,783,895.00	New
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	19,061,663.00	18,205,614.00	-4.5%
5) TOTAL, REVENUES			19,061,663.00	24,989,509.00	31.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	21,373,588.00	28,777,777.00	34.6%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			21,373,588.00	28,777,777.00	34.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,311,925.00)	(3,788,268.00)	63.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,311,925.00)	(3,788,268.00)	63.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	19,218,674.00	16,906,749.00	-12.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,218,674.00	16,906,749.00	-12.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,218,674.00	16,906,749.00	-12.0%
2) Ending Balance, June 30 (E + F1e)			16,906,749.00	13,118,481.00	-22.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			16,906,749.00	13,118,481.00	-22.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	6,783,895.00	New
TOTAL, FEDERAL REVENUE			0.00	6,783,895.00	New
OTHER STATE REVENUE					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes Voted Indebtedness Levies					
Secured Roll		8611	18,526,946.00	17,670,897.00	-4.6%
Unsecured Roll		8612	0.00	0.00	0.0%
Prior Years' Taxes		8613	114,267.00	114,267.00	0.0%
Supplemental Taxes		8614	233,869.00	233,869.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	186,581.00	186,581.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			19,061,663.00	18,205,614.00	-4.5%
TOTAL, REVENUES			19,061,663.00	24,989,509.00	31.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	13,635,000.00	17,415,000.00	27.7%
Bond Interest and Other Service Charges		7434	7,738,588.00	11,362,777.00	46.8%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			21,373,588.00	28,777,777.00	34.6%
TOTAL, EXPENDITURES			21,373,588.00	28,777,777.00	34.6%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	54,296,668.00	54,975,803.00	1.3%
5) TOTAL, REVENUES			54,296,668.00	54,975,803.00	1.3%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	54,425,047.00	55,069,823.00	1.2%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			54,425,047.00	55,069,823.00	1.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(128,379.00)	(94,020.00)	-26.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(128,379.00)	(94,020.00)	-26.8%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	23,092,232.00	22,963,853.00	-0.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			23,092,232.00	22,963,853.00	-0.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			23,092,232.00	22,963,853.00	-0.6%
2) Ending Net Position, June 30 (E + F1e)			22,963,853.00	22,869,833.00	-0.4%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	22,963,853.00	22,869,833.00	-0.4%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (G10 + H2) - (I7 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER STATE REVENUE					
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	480,131.00	482,000.00	0.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	52,772,587.00	53,114,830.00	0.6%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	1,043,950.00	1,378,973.00	32.1%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			54,296,668.00	54,975,803.00	1.3%
TOTAL, REVENUES			54,296,668.00	54,975,803.00	1.3%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	2,615,922.00	1,572,763.00	-39.9%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	51,809,125.00	53,497,060.00	3.3%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			54,425,047.00	55,069,823.00	1.2%
DEPRECIATION					
Depreciation Expense		6900	0.00	0.00	0.0%
TOTAL, DEPRECIATION			0.00	0.00	0.0%
TOTAL, EXPENSES			54,425,047.00	55,069,823.00	1.2%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	2019-20 Estimated Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	28,359.65	28,359.65	28,864.11	27,709.65	27,709.65	28,359.65
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	28,359.65	28,359.65	28,864.11	27,709.65	27,709.65	28,359.65
5. District Funded County Program ADA						
a. County Community Schools	439.92	439.92	439.92	439.92	439.92	439.92
b. Special Education-Special Day Class	13.01	13.01	13.01	13.01	13.01	13.01
c. Special Education-NPS/LCI						
d. Special Education Extended Year	1.88	1.88	1.88	1.88	1.88	1.88
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	454.81	454.81	454.81	454.81	454.81	454.81
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	28,814.46	28,814.46	29,318.92	28,164.46	28,164.46	28,814.46
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

EXHIBIT C

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	300,089,531.00	-2.31%	293,148,195.00	-1.99%	287,317,237.00
2. Federal Revenues	8100-8299	21,117,907.00	-10.23%	18,958,127.00	0.00%	18,958,127.00
3. Other State Revenues	8300-8599	44,228,191.00	-2.28%	43,219,449.00	-0.32%	43,080,382.00
4. Other Local Revenues	8600-8799	8,025,872.00	2.74%	8,245,514.00	-1.21%	8,145,514.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		373,461,501.00	-2.65%	363,571,285.00	-1.67%	357,501,260.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				155,653,275.00		150,391,050.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(5,262,225.00)		(3,401,923.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	155,653,275.00	-3.38%	150,391,050.00	-2.26%	146,989,127.00
2. Classified Salaries						
a. Base Salaries				60,918,083.00		59,875,155.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,042,928.00)		(1,573,968.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	60,918,083.00	-1.71%	59,875,155.00	-2.63%	58,301,187.00
3. Employee Benefits	3000-3999	119,910,174.00	0.45%	120,450,526.00	2.58%	123,557,956.00
4. Books and Supplies	4000-4999	18,669,229.00	-27.64%	13,508,916.00	-13.91%	11,630,197.00
5. Services and Other Operating Expenditures	5000-5999	27,187,185.00	-9.07%	24,722,186.00	-3.64%	23,823,354.00
6. Capital Outlay	6000-6999	1,449,337.00	-19.95%	1,160,200.00	-17.24%	960,200.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	12,993,414.00	-0.21%	12,966,104.00	-0.07%	12,957,592.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%	0.00	0.00%	0.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,500,000.00	0.00%	1,500,000.00	0.00%	1,500,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		398,280,697.00	-3.44%	384,574,137.00	-1.26%	379,719,613.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		(24,819,196.00)		(21,002,852.00)		(22,218,353.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		107,217,143.00		82,397,947.00		61,395,095.00
2. Ending Fund Balance (Sum lines C and D1)		82,397,947.00		61,395,095.00		39,176,742.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	705,000.00		655,000.00		655,000.00
b. Restricted	9740	4,377,465.00		2,500,000.00		1,800,000.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	28,532,748.00		24,666,451.00		12,250,815.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	11,948,521.00		11,537,224.00		11,391,588.00
2. Unassigned/Unappropriated	9790	36,834,213.00		22,036,420.00		13,079,339.00
f. Total Components of Ending Fund Balance		82,397,947.00		61,395,095.00		39,176,742.00
(Line D3f must agree with line D2)						

EXHIBIT C

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	11,948,521.00		11,537,224.00		11,391,588.00
c. Unassigned/Unappropriated	9790	36,834,213.00		22,036,420.00		13,079,339.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		48,782,734.00		33,573,644.00		24,470,927.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		12.25%		8.73%		6.44%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		27,709.65		27,136.65		26,789.65
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		398,280,697.00		384,574,137.00		379,719,613.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		398,280,697.00		384,574,137.00		379,719,613.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		11,948,420.91		11,537,224.11		11,391,588.39
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		11,948,420.91		11,537,224.11		11,391,588.39
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

EXHIBIT C

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	300,089,531.00	-2.31%	293,148,195.00	-1.99%	287,317,237.00
2. Federal Revenues	8100-8299	1,490,550.00	-4.06%	1,430,000.00	0.00%	1,430,000.00
3. Other State Revenues	8300-8599	7,498,881.00	-1.94%	7,353,300.00	-1.45%	7,246,550.00
4. Other Local Revenues	8600-8799	4,163,820.00	14.87%	4,783,164.00	-2.09%	4,683,164.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(58,938,254.00)	0.19%	(59,051,950.00)	1.04%	(59,666,950.00)
6. Total (Sum lines A1 thru A5c)		254,304,528.00	-2.61%	247,662,709.00	-2.69%	241,010,001.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				122,397,214.00		117,835,671.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments				(4,561,543.00)		(3,501,923.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	122,397,214.00	-3.73%	117,835,671.00	-2.97%	114,333,748.00
2. Classified Salaries						
a. Base Salaries				37,572,535.00		36,192,751.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,379,784.00)		(1,773,968.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	37,572,535.00	-3.67%	36,192,751.00	-4.90%	34,418,783.00
3. Employee Benefits	3000-3999	77,452,129.00	0.35%	77,726,040.00	3.45%	80,405,970.00
4. Books and Supplies	4000-4999	9,083,350.00	-9.86%	8,187,756.00	-9.73%	7,391,319.00
5. Services and Other Operating Expenditures	5000-5999	17,074,913.00	-10.11%	15,348,628.00	-5.60%	14,489,796.00
6. Capital Outlay	6000-6999	1,128,337.00	-43.26%	640,200.00	0.00%	640,200.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	11,770,982.00	-0.23%	11,743,672.00	-0.07%	11,735,160.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,043,626.00)	-15.04%	(886,622.00)	0.00%	(886,622.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		275,435,834.00	-3.14%	266,788,096.00	-1.60%	262,528,354.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(21,131,306.00)		(19,125,387.00)		(21,518,353.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		99,151,788.00		78,020,482.00		58,895,095.00
2. Ending Fund Balance (Sum lines C and D1)		78,020,482.00		58,895,095.00		37,376,742.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	705,000.00		655,000.00		655,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	28,532,748.00		24,666,451.00		12,250,815.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	11,948,521.00		11,537,224.00		11,391,588.00
2. Unassigned/Unappropriated	9790	36,834,213.00		22,036,420.00		13,079,339.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		78,020,482.00		58,895,095.00		37,376,742.00

EXHIBIT C

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	11,948,521.00		11,537,224.00		11,391,588.00
c. Unassigned/Unappropriated	9790	36,834,213.00		22,036,420.00		13,079,339.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		48,782,734.00		33,573,644.00		24,470,927.00

F. ASSUMPTIONS
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

EXHIBIT C

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	19,627,357.00	-10.70%	17,528,127.00	0.00%	17,528,127.00
3. Other State Revenues	8300-8599	36,729,310.00	-2.35%	35,866,149.00	-0.09%	35,833,832.00
4. Other Local Revenues	8600-8799	3,862,052.00	-10.35%	3,462,350.00	0.00%	3,462,350.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	58,938,254.00	0.19%	59,051,950.00	1.04%	59,666,950.00
6. Total (Sum lines A1 thru A5c)		119,156,973.00	-2.73%	115,908,576.00	0.50%	116,491,259.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				33,256,061.00		32,555,379.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments				(700,682.00)		100,000.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	33,256,061.00	-2.11%	32,555,379.00	0.31%	32,655,379.00
2. Classified Salaries						
a. Base Salaries				23,345,548.00		23,682,404.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments				336,856.00		200,000.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	23,345,548.00	1.44%	23,682,404.00	0.84%	23,882,404.00
3. Employee Benefits	3000-3999	42,458,045.00	0.63%	42,724,486.00	1.00%	43,151,986.00
4. Books and Supplies	4000-4999	9,585,879.00	-44.49%	5,321,160.00	-20.34%	4,238,878.00
5. Services and Other Operating Expenditures	5000-5999	10,112,272.00	-7.31%	9,373,558.00	-0.43%	9,333,558.00
6. Capital Outlay	6000-6999	321,000.00	61.99%	520,000.00	-38.46%	320,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,222,432.00	0.00%	1,222,432.00	0.00%	1,222,432.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	1,043,626.00	-15.04%	886,622.00	0.00%	886,622.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,500,000.00	0.00%	1,500,000.00	0.00%	1,500,000.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		122,844,863.00	-4.12%	117,786,041.00	-0.50%	117,191,259.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(3,687,890.00)		(1,877,465.00)		(700,000.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		8,065,355.00		4,377,465.00		2,500,000.00
2. Ending Fund Balance (Sum lines C and D1)		4,377,465.00		2,500,000.00		1,800,000.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	4,377,465.00		2,500,000.00		1,800,000.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance		4,377,465.00		2,500,000.00		1,800,000.00
(Line D3f must agree with line D2)						

EXHIBIT C

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's ADA Standard Percentage Level:

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2017-18)				
District Regular	29,471	29,473		
Charter School		19		
Total ADA	29,471	29,492	N/A	Met
Second Prior Year (2018-19)				
District Regular	29,269	29,275		
Charter School				
Total ADA	29,269	29,275	N/A	Met
First Prior Year (2019-20)				
District Regular	28,785	28,864		
Charter School		0		
Total ADA	28,785	28,864	N/A	Met
Budget Year (2020-21)				
District Regular	28,360			
Charter School	0			
Total ADA	28,360			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2017-18)				
District Regular	30,575	30,729		
Charter School				
Total Enrollment	30,575	30,729	N/A	Met
Second Prior Year (2018-19)				
District Regular	30,551	30,292		
Charter School				
Total Enrollment	30,551	30,292	0.8%	Met
First Prior Year (2019-20)				
District Regular	29,957	29,832		
Charter School				
Total Enrollment	29,957	29,832	0.4%	Met
Budget Year (2020-21)				
District Regular	29,182			
Charter School				
Total Enrollment	29,182			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2017-18)			
District Regular	29,252	30,729	
Charter School	19	0	
Total ADA/Enrollment	29,271	30,729	95.3%
Second Prior Year (2018-19)			
District Regular	28,817	30,292	
Charter School			
Total ADA/Enrollment	28,817	30,292	95.1%
First Prior Year (2019-20)			
District Regular	28,360	29,832	
Charter School	0		
Total ADA/Enrollment	28,360	29,832	95.1%
		Historical Average Ratio:	95.2%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	95.7%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2020-21)				
District Regular	27,710	29,182		
Charter School	0			
Total ADA/Enrollment	27,710	29,182	95.0%	Met
1st Subsequent Year (2021-22)				
District Regular	27,137	28,609		
Charter School				
Total ADA/Enrollment	27,137	28,609	94.9%	Met
2nd Subsequent Year (2022-23)				
District Regular	26,790	28,262		
Charter School				
Total ADA/Enrollment	26,790	28,262	94.8%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)¹ and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA¹ and its economic recovery target payment, plus or minus one percent.

¹ Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

Projected LCFF Revenue

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines A6 and C4)	29,318.92	28,814.46	28,164.46	27,591.46
b. Prior Year ADA (Funded)		29,318.92	28,814.46	28,164.46
c. Difference (Step 1a minus Step 1b)		(504.46)	(650.00)	(573.00)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		-1.72%	-2.26%	-2.03%
Step 2 - Change in Funding Level				
a. Prior Year LCFF Funding				
b1. COLA percentage				
b2. COLA amount (proxy for purposes of this criterion)		0.00	0.00	0.00
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		0.00%	0.00%	0.00%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)		-1.72%	-2.26%	-2.03%
LCFF Revenue Standard (Step 3, plus/minus 1%):		-2.72% to -.72%	-3.26% to -1.26%	-3.03% to -1.03%

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	102,629,176.00	102,629,176.00	102,629,176.00	102,629,176.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	332,699,879.00	300,089,531.00	293,148,195.00	287,317,237.00
District's Projected Change in LCFF Revenue:		-9.80%	-2.31%	-1.99%
LCFF Revenue Standard:		-2.72% to -1.72%	-3.26% to -1.26%	-3.03% to -1.03%
Status:		Not Met	Not Met	Not Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

The standard was not met due to the State Fiscal Crisis that occurred as a result of COVID-19; there was a decreased funding in 2020-21 through 2022-23.

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2017-18)	223,850,072.91	254,277,222.28	88.0%
Second Prior Year (2018-19)	237,835,525.67	271,090,421.92	87.7%
First Prior Year (2019-20)	245,516,990.00	293,299,004.00	83.7%
	Historical Average Ratio:		86.5%

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	83.5% to 89.5%	83.5% to 89.5%	83.5% to 89.5%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2020-21)	237,421,878.00	275,435,834.00	86.2%	Met
1st Subsequent Year (2021-22)	231,754,462.00	266,788,096.00	86.9%	Met
2nd Subsequent Year (2022-23)	229,158,501.00	262,528,354.00	87.3%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	-1.72%	-2.26%	-2.03%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-11.72% to 8.28%	-12.26% to 7.74%	-12.03% to 7.97%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-6.72% to 3.28%	-7.26% to 2.74%	-7.03% to 2.97%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2019-20)	21,789,931.00		
Budget Year (2020-21)	21,117,907.00	-3.08%	No
1st Subsequent Year (2021-22)	18,958,127.00	-10.23%	Yes
2nd Subsequent Year (2022-23)	18,958,127.00	0.00%	No

Explanation:
(required if Yes)

The Federal Revenue variance was not met due to the funding ending in June 2021.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2019-20)	46,609,424.00		
Budget Year (2020-21)	44,228,191.00	-5.11%	No
1st Subsequent Year (2021-22)	43,219,449.00	-2.28%	No
2nd Subsequent Year (2022-23)	43,080,382.00	-0.32%	No

Explanation:
(required if Yes)

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2019-20)	13,441,677.00		
Budget Year (2020-21)	8,025,872.00	-40.29%	Yes
1st Subsequent Year (2021-22)	8,245,514.00	2.74%	No
2nd Subsequent Year (2022-23)	8,145,514.00	-1.21%	No

Explanation:
(required if Yes)

The Other Local Revenue variance was not met due to the funding of school buses purchased in 2019-20 and 2018-19 carryover that was budgeted in 2019-20.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)			
First Prior Year (2019-20)	18,044,058.00		
Budget Year (2020-21)	18,669,229.00	3.46%	Yes
1st Subsequent Year (2021-22)	13,508,916.00	-27.64%	Yes
2nd Subsequent Year (2022-23)	11,630,197.00	-13.91%	Yes

Explanation:
(required if Yes)

The Books and Supplies variance was not met due to Federal and State Grants that are anticipated to end in addition to budget reductions resulting from the decrease in State funding.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2019-20)	32,906,961.00		
Budget Year (2020-21)	27,187,185.00	-17.38%	Yes
1st Subsequent Year (2021-22)	24,722,186.00	-9.07%	Yes
2nd Subsequent Year (2022-23)	23,823,354.00	-3.64%	No

Explanation:
(required if Yes)

The Service and Other Operating Expenditures variance was not met due to Federal and State Grants that are anticipated to end in addition to budget reductions resulting from the decrease in State funding.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
Total Federal, Other State, and Other Local Revenue (Criterion 6B)			
First Prior Year (2019-20)	81,841,032.00		
Budget Year (2020-21)	73,371,970.00	-10.35%	Met
1st Subsequent Year (2021-22)	70,423,090.00	-4.02%	Met
2nd Subsequent Year (2022-23)	70,184,023.00	-0.34%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)			
First Prior Year (2019-20)	50,951,019.00		
Budget Year (2020-21)	45,856,414.00	-10.00%	Met
1st Subsequent Year (2021-22)	38,231,102.00	-16.63%	Not Met
2nd Subsequent Year (2022-23)	35,453,551.00	-7.27%	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

1a. STANDARD MET - Projected total operating revenues have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
Federal Revenue
(linked from 6B
if NOT met)

Explanation:
Other State Revenue
(linked from 6B
if NOT met)

Explanation:
Other Local Revenue
(linked from 6B
if NOT met)

1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6B
if NOT met)

The Books and Supplies variance was not met due to Federal and State Grants that are anticipated to end in addition to budget reductions resulting from the decrease in State funding.

Explanation:
Services and Other Exps
(linked from 6B
if NOT met)

The Service and Other Operating Expenditures variance was not met due to Federal and State Grants that are anticipated to end in addition to budget reductions resulting from the decrease in State funding.

7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?

b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	398,280,697.00			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)		3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution ¹ to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	398,280,697.00	11,948,420.91	11,536,596.00	Not Met

¹ Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

Due to the Fiscal Crisis, the On-Behalf Pension Contribution budget is deducted from the Routine Restricted Maintenance Contribution calculation. Therefore, we do not met the 3% Required Minimum Contribution.

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2017-18)	Second Prior Year (2018-19)	First Prior Year (2019-20)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	10,767,019.00	11,615,920.00	12,583,052.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	29,134,007.78	47,790,570.16	53,360,848.00
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
e. Available Reserves (Lines 1a through 1d)	39,901,026.78	59,406,490.16	65,943,900.00
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	358,900,603.80	387,194,004.88	419,431,724.00
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	358,900,603.80	387,194,004.88	419,431,724.00
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	11.1%	15.3%	15.7%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	3.7%	5.1%	5.2%

¹Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2017-18)	19,209,155.53	254,277,222.28	N/A	Met
Second Prior Year (2018-19)	23,010,454.63	271,090,421.92	N/A	Met
First Prior Year (2019-20)	(1,202,715.00)	293,299,004.00	0.4%	Met
Budget Year (2020-21) (Information only)	(21,131,306.00)	275,435,834.00		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹		District ADA	
1.7%	0	to	300
1.3%	301	to	1,000
1.0%	1,001	to	30,000
0.7%	30,001	to	400,000
0.3%	400,001	and	over

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance ² (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
	Original Budget	Estimated/Unaudited Actuals		
Third Prior Year (2017-18)	17,355,795.00	58,134,892.97	N/A	Met
Second Prior Year (2018-19)	75,490,688.00	77,344,048.50	N/A	Met
First Prior Year (2019-20)	92,058,155.00	100,354,503.00	N/A	Met
Budget Year (2020-21) (Information only)	99,151,788.00			

² Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA	
5% or \$71,000 (greater of)	0	to 300
4% or \$71,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	27,710	27,137	26,790
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
2. If you are the SELPA AU and are excluding special education pass-through funds:
 - a. Enter the name(s) of the SELPA(s): _____

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	398,280,697.00	384,574,137.00	379,719,613.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	398,280,697.00	384,574,137.00	379,719,613.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	11,948,420.91	11,537,224.11	11,391,588.39
6. Reserve Standard - by Amount (\$71,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	11,948,420.91	11,537,224.11	11,391,588.39

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	11,946,521.00	11,537,224.00	11,391,588.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	36,834,213.00	22,036,420.00	13,079,339.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	48,782,734.00	33,573,644.00	24,470,927.00
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	12.25%	8.73%	6.44%
District's Reserve Standard (Section 10B, Line 7):	11,948,420.91	11,537,224.11	11,391,588.39
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

A potential legal settlement is included in the budget.

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the 1st and 2nd Subsequent Years. Click the appropriate button for Item 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2019-20)	(58,336,879.00)			
Budget Year (2020-21)	(58,938,254.00)	601,375.00	1.0%	Met
1st Subsequent Year (2021-22)	(59,051,950.00)	113,696.00	0.2%	Met
2nd Subsequent Year (2022-23)	(59,666,950.00)	615,000.00	1.0%	Met
1b. Transfers In, General Fund *				
First Prior Year (2019-20)	0.00			
Budget Year (2020-21)	0.00	0.00	0.0%	Met
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2019-20)	1,500,000.00			
Budget Year (2020-21)	1,500,000.00	0.00	0.0%	Met
1st Subsequent Year (2021-22)	1,500,000.00	0.00	0.0%	Met
2nd Subsequent Year (2022-23)	1,500,000.00	0.00	0.0%	Met

1d. **Impact of Capital Projects**
Do you have any capital projects that may impact the general fund operational budget?

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments* and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

* Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?
(If No, skip item 2 and Sections S6B and S6C)

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2020
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	6	FUND 01		2,492,476
Certificates of Participation	22	FUND 2545		32,400,000
General Obligation Bonds	23	TAX RECEIPTS		187,363,955
Supp Early Retirement Program	2	FUND 01		3,155,890
State School Building Loans				
Compensated Absences	1	FUND 01 AND 13		1,883,857

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2020
TOTAL:				227,296,178

Type of Commitment (continued)	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases	476,047	393,301	393,301	393,301
Certificates of Participation	1,951,673	2,441,735	2,612,717	7,786,020
General Obligation Bonds	21,373,588	28,777,778	19,689,013	20,077,013
Supp Early Retirement Program	3,121,019	1,577,945	1,577,945	0
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Total Annual Payments:	26,922,327	33,190,759	24,272,976	28,256,334
Has total annual payment increased over prior year (2019-20)?	Yes	No	Yes	Yes

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(required if Yes
to increase in total
annual payments)

The annual payments will be made through Property Tax Receipts and Fund 25 revenues.

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

2.

No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

2. For the district's OPEB:
a. Are they lifetime benefits?

b. Do benefits continue past age 65?

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

	Self-Insurance Fund	Governmental Fund

4. OPEB Liabilities

a. Total OPEB liability	103,637,631.00
b. OPEB plan(s) fiduciary net position (if applicable)	
c. Total/Net OPEB liability (Line 4a minus Line 4b)	103,637,631.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation	Jul 01, 2018

5. OPEB Contributions

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	3,786,266.00	3,786,266.00	3,786,266.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	2,481,072.00	2,481,072.00	2,481,072.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	2,993,968.00	3,200,837.00	3,296,096.00
d. Number of retirees receiving OPEB benefits	617	617	617

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

Yes

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

--

3. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
b. Unfunded liability for self-insurance programs

53,181,523.00
53,181,523.00

4. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
b. Amount contributed (funded) for self-insurance programs

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
a. Required contribution (funding) for self-insurance programs	53,181,523.00	55,840,599.00	58,632,629.00
b. Amount contributed (funded) for self-insurance programs	53,181,523.00	55,840,599.00	58,632,629.00

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of certificated (non-management) full-time-equivalent (FTE) positions	1,352.7	1,339.7	1,285.5	1,275.5

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Budget Year
(2020-21)

1st Subsequent Year
(2021-22)

2nd Subsequent Year
(2022-23)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
or

--	--	--

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
(may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

1,708,772

7. Amount included for any tentative salary schedule increases

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

--

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of classified (non-management) FTE positions	942.6	942.6	921.6	921.6

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?
If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	<input type="text"/>	<input type="text"/>	<input type="text"/>

One Year Agreement

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year	<input type="text"/>	<input type="text"/>	<input type="text"/>

Multiyear Agreement

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year (may enter text, such as "Reopener")	<input type="text"/>	<input type="text"/>	<input type="text"/>

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

7. Amount included for any tentative salary schedule increases

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes

Classified (Non-management) Prior Year Settlements

- Are any new costs from prior year settlements included in the budget?
If Yes, amount of new costs included in the budget and MYPs
If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of management, supervisor, and confidential FTE positions	172.0	169.0	168.0	168.0

Management/Supervisor/Confidential Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

223,115

4. Amount included for any tentative salary schedule increases

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Amount included for any tentative salary schedule increases			

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
Total cost of H&W benefits			
Percent of H&W cost paid by employer			
Percent projected change in H&W cost over prior year			

Management/Supervisor/Confidential Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
Cost of step and column adjustments			
Percent change in step & column over prior year			

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Are costs of other benefits included in the budget and MYPs?			
Total cost of other benefits			
Percent change in cost of other benefits over prior year			

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?

2. Adoption date of the LCAP or an update to the LCAP.

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

- A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?

- A2. Is the system of personnel position control independent from the payroll system?

- A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)

- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?

- A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

- A7. Is the district's financial system independent of the county office system?

- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)

- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District Budget Criteria and Standards Review

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

EDUCATION PROTECTION ACCOUNT 2020-2021

RESOLUTION NO. 2019/20-B-20

June 18, 2020

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

WHEREAS, the voters approved Proposition 30 on November 6, 2012; and

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012; and

WHEREAS, the voters approved Proposition 55 on November 8, 2016, which extended the Proposition 30 temporary income tax increase on high income earners by twelve years through 2030; and

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f); and

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year; and

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year; and

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts; and

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government; and

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction; and

WHEREAS, the Board of Trustees of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the Board of Trustees; and

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution; and

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Board of Trustees of the Anaheim Union High School District;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Board of Trustees of the Anaheim Union High School District has determined to spend the monies received from the Education Protection Act as attached.

PASSED AND ADOPTED by the Board of Trustees of the Anaheim Union High School District, County of Orange, State of California, this 18th day of June 2020, by a 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 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 18th day of June 2020, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of June 2020.

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

**RESOLUTION OF THE BOARD OF TRUSTEES
ANAHEIM UNION HIGH SCHOOL DISTRICT
FOR APPROVAL OF AN EMERGENCY CONTRACT FOR THE
REPAIR OF WEIGHT ROOM AND GYM FLOORS AT KATELLA HIGH SCHOOL**

RESOLUTION NO. 2019/20-B-21

June 18, 2020

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

WHEREAS, on April 24, 2020, staff at Katella High School discovered water leaking from the weight room, which resulted in flooding in the weight room and gym; and

WHEREAS, immediately upon the discovery of the water, District staff shut off the water and it was determined that there was a major leak from an overhead 4" water pipe in the weight room; and

WHEREAS, on April 24, 2020, District staff requested American Technologies, Inc. (ATI) to go to Katella High School; and

WHEREAS, ATI immediately responded on April 24, 2020, and determined the extent of the damage and immediately began the remediation process, which included, but was not limited to, extracting all standing water that had flooded the weight room and gym, opening and drying the walls and subfloors with dehumidifiers and fans, and completing all work by May 7, 2020; and

WHEREAS, the Clean-Out Kings, LLC completed all repairs to the water pipe which caused the water leak by May 8, 2020; and

WHEREAS, on or about May 5, 2020, McWil Sports Surfaces, Inc. (McWil) immediately commenced demolition, removal of the damaged floors and installation of new weight room and gym floors that had been severely damaged due to flooding caused by the water leak; and

WHEREAS, Public Contract Code Section 20113 provides that in an emergency when any repairs, alterations, work or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the Board of Trustees may, by unanimous vote, with the approval of the County Superintendent of Schools, make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids; and

WHEREAS, District staff determined that an emergency existed due to the water leak that caused flooding in the weight room and gym at Katella High School prompting immediate action; and

WHEREAS, District staff needed to act quickly in retaining the services of McWil to demolish, remove and replace the damaged floors in the weight room and gym, and to ensure the weight room and gym would be ready for the start of summer school which had been anticipated for June 1, 2020.

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

1. That the above recitals are true and correct.
2. That an emergency arose at Katella High School, requiring immediate action due to the water pipe leak that caused extensive flooding of the weight room and gym.
3. That timely and immediate need for the removal and replacement of the floors of the weight room and gym were necessary to provide safe and adequate facilities for District students and staff, and to avoid unnecessary health and safety risks.
4. That the Board of Trustees, pursuant to Public Contract Code Section 20113, unanimously finds that immediate action was required at the time and constituted an "emergency" as defined by Public Contract Code Sections 1102 and 20113.
5. That the Board of Trustees ratifies and approves all actions taken by District staff to address the emergency at Katella High School and approves the emergency contract with McWil Sports Surfaces, Inc., and the payment of \$303,732 to McWil Sports Surfaces, Inc.
6. That the Board of Trustees delegates authority to Jennifer Root, Assistant Superintendent, Business, to do any and all things that are deemed necessary or advisable in order to effectuate the purpose and intent of this resolution.
7. That this resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED UNANIMOUSLY by the Board of Trustees of the Anaheim Union High School District, County of Orange, State of California, this 18th day of June 2020, by a 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 the secretary to the Board of Trustees thereof, hereby certifies 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 18th day of June 2020, and passed unanimously 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 18th day of June 2020.

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

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

PROCLAIMING THAT BLACK LIVES MATTER

RESOLUTION NO. 2019/20-BOT-06

June 18, 2020

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

WHEREAS, in response to both current and historic disparate treatment of African Americans, a nationwide movement has arisen to assert that Black lives matter; and

WHEREAS, a national movement has arisen to assert that Black lives matter on the campuses that serve all children; and

WHEREAS, the killing of unarmed Black men and women, including queer and trans persons of color, has left young people searching for answers to incredibly complicated and infuriating questions; and

WHEREAS, throughout our nation's history, institutional and structural racism and injustice have led to deepening racial disparities across all sectors of society and have had lasting negative consequences for our communities, cities, and nation; and

WHEREAS, historically, when Black people have fought for a more democratic society, the lives of all people have improved and, conversely, each time barriers to Black people's potential have been erected, our whole society has suffered; and

WHEREAS, shouting loudly that "Black lives matter" does not negate our commitment to ALL of our students, but rather elevates Black students' and employees' struggles to trust that our society values them, we must affirm that their lives, specifically, matter; and

WHEREAS, the problems of society are mirrored in schools, and these problems can only be fully addressed with a united effort of community and school coming together for the betterment of our students' futures; and

WHEREAS, numerous and diverse community groups, residents, and teachers wish to participate in education, reflection, dialogue, and action in order to engage educational communities throughout Anaheim in activities that support the understandings and affirmations that underlie the Black lives matter movement; and

NAMING OF FACILITY

Facilities

The Board of Trustees shall name District schools, and other District-owned, or leased buildings, grounds, and facilities in recognition of:

1. Individuals, living or deceased, and entities that have made outstanding contributions, including financial contributions, to the school community
2. Individuals, living or deceased, who have made contributions of statewide, national, or worldwide significance
3. The geographic area in which the school or building is located

Naming Rights

The Superintendent shall develop written regulations for evaluating requests for naming of facilities that conform to the intent of this policy. Any written regulations shall include, procedures, forms, and/or financial guidelines. All naming of facilities including: buildings, rooms, property, playing fields, equipment, etc., of the Anaheim Union High School District shall be the responsibility of the Board.

The Superintendent may bring forth to the Board recommendations for the naming of facilities. In making a recommendation to the Board, the Superintendent will consider all the information gathered and recommendations made by any committee established pursuant to the written regulations developed to implement this policy.

When naming or renaming a District school, building, or facility, the Board may specify the duration for which the name shall be in effect.

Dedication Plaques for New Facilities

With the dedication of each new facility in the District, the Board wishes to recognize those individuals who have contributed significantly to the planning and construction of the project. A dedication plaque may be affixed to each new facility and include the following:

1. The name of the facility and the year the construction bid was awarded.
2. The name of each Board member who was on the Board at the time the construction
3. bid was awarded.

NAMING OF FACILITY

4. The name of the Superintendent at the time the construction bid was awarded.
5. The name of the architect.
6. The name of the contractor.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

Board of Trustees

Approved: April 14, 2011

Revised: March 29, 2012

E

Revised: TBD

B

The Board of Trustees recognizes the importance of long-range planning for school facilities in order to address changes in student enrollment, and in the District's educational program needs. The Superintendent or designee shall develop, for Board approval, a facilities master plan for District facilities, which describes the District's anticipated short- and long-term facilities needs and priorities.

Plan Development

The District's facilities master plan shall be based on an assessment of the condition and adequacy of existing facilities, a projection of future enrollments, and alignment of facilities with the District's vision for the instructional program.

To solicit broad input into the planning process, the Superintendent or designee may establish a facilities advisory committee consisting of staff, parents/guardians, and business, local government, and other community representatives. He/she also shall ensure that the public is informed of the need for construction, and modernization of facilities, and of the District's plans for facilities.

At least 45 days prior to completion of any facilities plan that relates to the potential expansion of existing school sites or the necessity to acquire additional school sites, the Superintendent or designee shall notify and provide copies of the plan, or any relevant, and available information to the planning commission, or agency of the city, or county with land use jurisdiction within the District. (Government Code 65352.2)

If the city, or county commission, or agency requests a meeting, the Superintendent or designee shall meet with the commission, or agency within 15 days following the notification. Items that the parties may discuss at the meeting include, but are not limited to, methods of coordinating planning with proposed revitalization efforts and recreation and park programs, options for new school sites, methods of maximizing the safety of persons traveling to and from the site, and opportunities for financial assistance. (Government Code 65352.2)

The District's facilities master plan shall be regularly reviewed and updated as necessary to reflect changes in the educational program, existing facilities, finances, or demographic data."

Plan Components

1. The facilities master plan may include:
2. A statement of purpose, including District goals, philosophy, and related policies;
3. A description of the planning process;

4. Demographics of the community, such as economic trends, migration patterns, employment base, residential base, socioeconomic makeup, historical school enrollments, and inventory of physical resources and needs;
5. A description of the educational program, such as grade-level organization, class size, staffing patterns, technology plans, special programs and support services, and other educational specifications;
6. Analysis of the safety, adequacy, and equity of existing facilities and potential for expansion, including the adequacy of classrooms, school cafeterias and food preparation areas, physical activity areas, playgrounds, parking areas, and other school grounds;
7. Development of a capital planning budget and identification of potential funding sources.

Planning shall ensure that school facilities meet the following minimum standards: (5 CCR 14001)

1. Are aligned with the District's educational goals and objectives;
2. Provide for maximum site enrollment at school facilities;
3. Are located on a site that meets California Department of Education standards as specified in 5 CCR 14010;
4. Are designed for the environmental comfort and work efficiency of the occupants;
5. Are designed to require a practical minimum of maintenance;
6. Are designed to meet federal, state, and local statutory requirements for structure, fire, and public safety;
7. Are designed and engineered with flexibility to accommodate future needs.

Plans for the design and construction of new school facilities also shall meet the standards described in 5 CCR 14030, green building standards pursuant to 24 CCR 101 et seq., the Americans with Disabilities Act pursuant to 42 USC 12101-12213, and any other requirements applicable to the funding source and type of project.

To facilitate the efficient use of public resources when planning for new construction, or modernization of school facilities, the District may consider designs that facilitate joint use of the

facility with a local governmental agency, public postsecondary institution, or nonprofit organization.

Legal Reference:

EDUCATION CODE

- 16011 Long-range comprehensive master plan
- 16322 California Department of Education services
- 17017.5 Approval of applications for projects
- 17070.10-17079.30 Leroy F. Greene School Facilities Act
- 17251 Powers and duties of California Department of Education
- 17260-17268 Plans and specifications for school facilities
- 17280-17317 Field Act
- 17365-17374 Fitness for occupancy
- 17405 Relocatable structures; lease requirements
- 35275 New school planning; cooperation with recreation and park authorities

GOVERNMENT CODE

- 53090-53097.5 Regulation of local agencies by counties and cities
- 65352.2 Communicating and coordinating of school sites
- 65995.6 School facilities needs analysis

CODE OF REGULATIONS, TITLE 2

- 1859-1859.199 Leroy F. Greene School Facilities Act

CODE OF REGULATIONS, TITLE 5

- 14001 Minimum standards
- 14010 Site selection standards
- 14030-14036 Standards, planning, and approval of school facilities

CODE OF REGULATIONS, TITLE 24

- 101 et seq. Green building standards code

UNITED STATES CODE, TITLE 42

- 12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

- 35.101-35.190 Americans with Disabilities Act

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, September 2009
Facilities Master Planning, Fact Sheet, November 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Schools of the Future Report, September 2011

Educational Specifications: Linking Design of School Facilities to Educational Program, 1997
Guide for the Development of a Long-Range Facilities Plan, 1986

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

An Overview of the State School Facility Programs, rev. October 2011
School Facility Program Handbook, 2008

STATE ALLOCATION BOARD PUBLICATIONS

Public School Construction Cost Reduction Guidelines, 2000

WEB SITES

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

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

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

Board of Trustees

Approved: TBD

B

The Superintendent or designee shall periodically evaluate the adequacy, design, and conditions of existing District facilities to determine whether they meet the needs of the instructional program, and provide a healthful, and pleasing environment for students and staff. He/she also shall determine whether District facilities fulfill legal requirements for safety, and structural soundness, access for the disabled, and energy conservation.

In addition, the Superintendent or designee shall regularly calculate the capacity of existing school buildings to adequately house the District's current students and projected enrollments.

Any identified needs for repair, modernization, or construction shall be incorporated into the District's facilities planning process.

Structural Safety

In the event that the Department of General Services, or any licensed structural engineer, or licensed architect finds and reports to the Board of Trustees that a District building is unsafe for use, the Superintendent or designee shall immediately obtain an estimate of the cost of repairs, or reconstruction necessary to bring the building up to legal standards for structural safety. The Board of Trustees shall establish a system of priorities for the repair, reconstruction, or replacement of unsafe school buildings. (Education Code 17367)

A relocatable school building or structure shall meet the requirements of Education Code 17280-17317, and 17365-17374 pertaining to structural safety. (Education Code 17291)

Energy Efficiency

To the extent that services are available, the Superintendent or designee shall arrange for the energy audit of school buildings to identify the type, and amount of work necessary to retrofit buildings, and obtain an estimate of projected energy savings. The District may contract with qualified businesses capable of retrofitting these buildings, and may borrow funds which do not exceed the amount of energy savings to be accumulated from the improvement of the buildings. (Education Code 17651-17653)

Legal Reference:

EDUCATION CODE

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

17071.10-17071.40 Existing school building capacity

17280-17316 Building approvals

17365-17374 Fitness for occupancy

17650-17653 Retrofitting school facilities for energy conservation

GOVERNMENT CODE

53097 Compliance with city or county ordinances

53097.5 Inspection of schools by city or county

CODE OF REGULATIONS, TITLE 2

1859-1859.106 Regulations relating to the Leroy F. Greene School Facilities Act of 1998

Management Resources:

WEB SITES

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

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

California Energy Commission, Bright Schools Program:

<http://www.energy.ca.gov/efficiency/brightschoools>

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

Department of General Services, Office of Public School Construction:

<http://www.opsc.dgs.ca.gov>

Board of Trustees

Approved: TBD

B

The Board of Trustees recognizes the importance of collaborating and communicating with other local agencies in order to provide the best possible school facilities, and to allocate facility resources in an effective and efficient manner. The Board and District staff shall consult, and coordinate with local agencies as required by law, and whenever the expertise and resources of these agencies can assist the District in the planning, design, and construction of facilities.

Following notification by a city or county of proposed action to adopt or substantially revise a general plan, the Board of Trustees may request a meeting with the local planning agency to discuss possible methods of coordinating planning, design, and construction of new school facilities and school sites. (Government Code 65352.2)

The Superintendent or designee shall monitor land development proposals within District boundaries, and shall ensure that an exchange of accurate information is maintained with city/county planning staff regarding the impact of land development on the District's educational programs, and facility needs.

Recognizing that available funds may not suffice to eliminate overcrowding in District schools caused by new development, the Board of Trustees urges the city/county to adopt in its general plan, or other appropriate planning documents, to the extent permitted by law, a provision which ensures that adequate school facilities will be available.

Notifications to Other Local Agencies

The Board of Trustees shall notify the city council or county board of supervisors whenever it finds, based on clear and convincing evidence: (Government Code 65971)

1. That conditions of overcrowding exist in one or more attendance areas within the District, which will impair the normal functioning of the educational programs, and the reason for the existence of those conditions;
2. That all reasonable methods of mitigating conditions of overcrowding have been evaluated and no feasible method for reducing those conditions exists.

The above notice shall specify the mitigation measures considered by the District and shall include a completed application to the Office of Public School Construction for preliminary determination of eligibility for school construction under applicable state law. (Government Code 65971)

The Superintendent or designee shall notify the appropriate city or county planning agency, of the adoption of a school facility needs analysis, or facilities master plan, the acquisition of a school site, or other action regarding school facilities in accordance with law.

Legal Reference:

EDUCATION CODE

17280-17316 Approval of plans and supervision of construction

35275 New school planning; cooperation with recreation and park authorities

GOVERNMENT CODE

53090-53097.5 Compliance with city or county regulations

65300-65307 Authority for and scope of general plans

65352.2 Communication between cities, counties and school districts

65850-65863.11 Adoption of regulations

65970-65981 School facilities

65995-65998 Developer fees

PUBLIC RESOURCES CODE

21000-21177 California Environmental Quality Act of 1970

CODE OF REGULATIONS, TITLE 5

14010 Procedure for site acquisition

CODE OF REGULATIONS, TITLE 14

15000-15285 Implementation of California Environmental Quality Act of 1970

Management Resources:

WEB SITES

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

CDE, School Facilities Division: <http://www.cde.ca.gov/facilities>

Board of Trustees

Approved: TBD

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Facilities

The Board of Trustees desires to provide school facilities that support the educational program, and meet all applicable safety and design standards. When required by law, the Board of Trustees shall employ, or contract with a licensed and certified architect, and/or structural engineer, to design, and supervise the construction of District schools, and other facilities.

The architect and/or structural engineer shall be responsible for preparing all construction plans, specifications, and estimates, and for the observation of the work of construction. (Education Code 17302)

To ensure compliance with state design and safety standards, preliminary and final plans for any state-funded school facility project, including Board-approved educational specifications for school design when necessary, shall be submitted to the California Department of Education and the Department of General Services, Division of the State Architect. (Education Code 17267; 5 CCR 14030-14032)

The Superintendent or designee shall devise a competitive process for the selection of architects, structural engineers, and other design professionals, that is based on demonstrated competence, and on the professional qualifications necessary for the satisfactory performance of the services required. For each project, the Superintendent or designee shall recommend architectural, and engineering firms to the Board of Trustees for approval. The Board of Trustees shall pay fair, and reasonable amounts, warranted by the provider's qualifications and competence. The Board of Trustees need not select the lowest responsible bidder.

Legal Reference:

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act, especially:

17070.50 Conditions for apportionment

17250.10-17250.55 Design-build contracts

17251 School construction; duties of the California Department of Education

17262-17268 School construction plans

17280-17316 Approvals, especially:

17302 Persons qualified to prepare plans, specifications and estimates and supervise construction

17316 Contract provision regarding school district property

17371 Limitation on liability of governing board

BUSINESS AND PROFESSIONS CODE

5500-5502 Architecture

5550-5558 Architects, licensure

6700-6706.3 Engineers

6750-6766 Engineers, licensure

GOVERNMENT CODE

4525-4529.5 Contracts with private architects, engineering, land surveying, and construction project management firms

14837 Definition of small business

87100 Public officials; financial interest

PUBLIC CONTRACT CODE

20111 School district contracts

CODE OF REGULATIONS, TITLE 5

14001 Minimum standards for school facilities

14030-14036 Standards, planning, and approval of school facilities

CODE OF REGULATIONS, TITLE 24

101 et seq. California Building Standards Code

CALIFORNIA CONSTITUTION

Article 22 Architectural and engineering services

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Plan Submission Requirements for Modernization Projects, Form SFPD 4.08

Plan Submission Requirements for New Construction, Form SFPD 4.07

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

School Facility Program Handbook, January 2019

WEB SITES

American Institute of Architects California Council: <http://aiacalifornia.org>

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

Department of General Services, Division of the State Architect: <http://www.dgs.ca.gov/DSA>

Department of General Services, Office of Public School Construction:

<http://www.dgs.ca.gov/OPSC>

Board of Trustees

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Facilities

Contractors for any architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services, shall be selected, at fair and reasonable prices, on the basis of demonstrated competence, and professional qualifications necessary for the satisfactory performance of the services required. (Government Code 4526)

The Superintendent or designee shall ensure that the selection process for projects receiving state funding: (Government Code 4526)

1. Assures maximum participation by small business firms as defined pursuant to Government Code 14837;
2. Prohibits practices which might result in unlawful activity such as rebates, kickbacks, or other unlawful consideration;
3. Prohibits District employees from participating in the selection process when they have a relationship with a person, or business entity seeking a contract which would subject the employee to the prohibition of Government Code 87100;

The selection process may also include: (Government Code 4527)

1. Evaluation of current statements of qualifications, and performance data on file with the District, and evaluation of statements that may be submitted by other firms regarding the proposed project;
2. Discussion with at least three firms regarding anticipated concepts, and the relative utility of alternative approaches for furnishing the required services;
3. Selection, in order of preference, of at least three firms deemed to be the most highly qualified to provide the required services in accordance with established District criteria.

The District shall negotiate a contract with the best qualified firm at compensation determined by the District to be fair, and reasonable. If the District is unable to negotiate a contract with the most qualified firm, the District shall negotiate a contract with the second most qualified firm and, if unsuccessful, with the third most qualified firm. If the District is unable to negotiate a satisfactory contract with any of the selected firms, the District shall select additional firms in order of their competence, and qualification, and continue negotiations until an agreement is reached. (Government Code 4528)

The above procedures shall not apply if the Superintendent or designee, determines that the services needed are more of a technical nature, and involve little professional judgment, and that requiring bids would be in the public interest. (Government Code 4529)

Contracts shall specify that all plans, including, but not limited to, record drawings, specifications, and estimates prepared by the architect, or structural engineer, shall become the property of the District. The contract shall also specify terms and conditions for reuse within the District of any plans prepared by the architect, or structural engineer. (Education Code 17316)

A contract may be awarded to a single entity for both design, and construction of any school facility, in excess of \$1,000,000 in accordance with AR 3311.3 - Design-Build Contracts. (Education Code 17250.20)

Board of Trustees

Approved: TBD

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Facilities

The Board of Trustees believes that a school site should serve the District's educational needs in accordance with the District's facilities master plan, as well as show potential for contributing to other community needs.

The Board of Trustees recognizes the importance of community input in the site selection process. To this end, the Board of Trustees will solicit community input whenever a school site is to be selected, and shall provide public notice, and hold public hearings in accordance with law.

The Superintendent or designee shall establish a site selection process, which complies with law, and ensures that the best possible sites are acquired, and developed in a cost-effective manner.

Before acquiring property for a new school, or an addition to an existing school site, the Board of Trustees shall evaluate the property at a public hearing using state site selection standards. (Education Code 17211)

Environmental Impact Investigation for the Site Selection Process

The Superintendent or designee shall determine whether any proposed development project is subject to the requirements of the California Environmental Quality Act (CEQA), and shall ensure compliance with this Act whenever so required. When evaluating District projects, the CEQA guidelines shall be used.

Agricultural Land

If the proposed site is in an area designated in a city, county, or city and county, general plan for agricultural use, and zoned for agricultural production, the Board of Trustees shall determine all of the following: (Education Code 17215.5)

1. That the District has notified and consulted with the city, county, or city and county, within which the prospective site is to be located;
2. That the Board of Trustees has evaluated the final site selection based on all factors affecting the public interest, and not limited to, selection on the basis of the cost of the land;
3. That the District shall attempt to minimize any public health and safety issues resulting from the neighboring agricultural uses, that may affect students and employees at the site.

Legal Reference:

EDUCATION CODE

- 17006 Definition of self-certifying district
- 17024 Prior written approval of CDE for selection of school site or construction of building
- 17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998
- 17210-17224 General provisions (school sites)
- 17240-17245 New Schools Relief Act
- 17250.10-17250.50 Design-build contracts
- 17251-17253 Powers concerning buildings and building sites
- 17260-17268 Plans
- 17280-17317 Approvals
- 17565-17592.5 Board duties re management and control of school property
- 35271 Power to acquire and construct on adjacent property
- 35275 New school planning and design, re consultation with local recreation and park authorities

CODE OF CIVIL PROCEDURE

- 1263.710-1263.770 Remediation of hazardous substances on property to be acquired by school district

GOVERNMENT CODE

- 53094 Authority to render zoning ordinances inapplicable
- 65402 Acquisition or disposition of property
- 65995-65997 Developer fees
- 66455.9 Written notices of proposed public school site within development; investigation and report; conditions for acquisition

HEALTH AND SAFETY CODE

- 44360 Risk assessment

PUBLIC RESOURCES CODE

- 21000-21177 Implementation of Environmental Quality Act

CODE OF REGULATIONS, TITLE 5

- 14001-14036 Minimum standards

CODE OF REGULATIONS, TITLE 14

15000-15209 Review and evaluation of EIRs and negative declarations

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 130 (1999)

Management Resources:

WEB SITES

CDE, School Facilities Planning Division: <http://www.cde.ca.gov/dmsbranch/sfpdiv>

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

Board of Trustees

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SITE SELECTION AND DEVELOPMENT**5023 (7150)-AR****Facilities**

As part of the District's site selection process, the Superintendent or designee shall:

1. Meet with appropriate local government recreation and park authorities, to review all possible methods of coordinating the planning, design, and construction, of new school facilities, and school sites, or major additions to existing school facilities, and recreation and park facilities in the community. (Education Code 35275)
2. Notify the appropriate local planning agency in writing, and request its report, and recommendations, regarding the proposed site, or proposed addition's conformity with the adopted general plan. (Government Code 65402; Public Resources Code 21151.2)
3. Have the site investigated by competent personnel with regard to population trends, transportation, water supply, waste disposal facilities, utilities, traffic hazards, surface drainage conditions, and other factors affecting initial, and operating costs. This investigation shall include geological and soil engineering studies to preclude locating the school on terrain that has the potential for earthquake, or other geologic hazard damage as specified in Government Code 65302. (Education Code 17212-17212.5)
4. As required, request information necessary or useful to assess, and determine the safety of a proposed school site, or an addition to an existing school site, from a person, corporation, public utility, locally publicly owned utility, or governmental agency regarding pipelines, electric transmission and distribution lines, railroads, and storage tanks in accordance with law. (Education Code 17212.2, 17251)
5. Ensure that the site meets state standards for school site selection as specified in 5 CCR 14010-14012.
6. Ensure compliance with the California Environmental Quality Act (CEQA) as required by law. (Public Resources Code 21000-21177)
7. If the proposed site is within two miles of the air line of an airport runway, or proposed runway, before acquiring title to, or leasing the site, notify the California Department of Education in writing. (Education Code 17215)
8. If the proposed site is within 500 feet of the edge of the closest traffic lane of a freeway, or other busy traffic corridor, conduct an air quality analysis pursuant to Health and Safety Code 44360, and Education Code 17213, and determine that the air quality at the

SITE SELECTION AND DEVELOPMENT**5023 (7150)-AR**

proposed site is such that neither short-term, nor long-term exposure, poses significant health risks to students. (Education Code 17213)

In the selection, and development of projects, funded pursuant to the School Facilities Program of 1998 (Proposition 1A) as contained in Education Code 17070.10-17077.10, the Superintendent or designee shall:

1. Determine whether the proposed site is free of toxic contamination by ensuring that a Phase I environmental assessment, and/or preliminary endangerment assessment, is conducted as required by law (Education Code 17213.1);

The Superintendent or designee shall ensure that the preliminary endangerment assessment is made available for public review, and comment, in accordance with Education Code 17213.1.

2. Annually submit a summary report of expenditures to the State Allocation Board in accordance with law (Education Code 17076.10);
3. Include in the plans a hard-wired connection to a public switched telephone network, or utilization of wireless technology (Education Code 17077.10);
4. As required by the projects' funding source, establish a participation goal of at least three percent, per year, of the overall dollar amount expended each year by the District for Disabled Veteran Business Enterprises (Education Code 17076.11).

Board of Trustees

Approved: TBD

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Facilities

The Board of Trustees believes that all students, including those attending charter schools, should have access to adequate facilities that are safe, and support student learning.

Facilities to be used by a charter school shall be specified in the school's charter pursuant to Education Code 47605, and also may be addressed in a written memorandum of understanding between the District and charter school.

As applicable, charter school facilities shall comply with the California Building Standards Code adopted by the local building enforcement agency pursuant to 24 CCR 101 et seq., or the Field Act pursuant to Education Code 17280-17317, and 17365-17374. (Education Code 47610, 47610.5)

Upon request, the Board of Trustees shall or will attempt to insofar as possible make facilities available to an eligible charter school operating in the District, as defined in law, and administrative regulation. In accordance with law, such facilities shall be contiguous, furnished, equipped, and sufficient to accommodate all the charter school's in-District students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other district schools. The Board of Trustees shall make reasonable efforts to provide the charter school with facilities near where the charter school wishes to locate, and shall not move the charter school unnecessarily. If the District's preliminary proposal or final notification of space, does not accommodate the charter school at a single school site, the Board of Trustees shall make a specific finding, that the charter school could not be accommodated at a single site, and shall adopt a written statement of reasons explaining the finding. (Education Code 47614; 5 CCR 11969.1-11969.10)

The District shall not be required to use unrestricted general fund revenues to rent, buy, or lease facilities for charter schools. (Education Code 47614)

The Superintendent or designee may assist eligible charter schools in applying for state facilities funding for new construction or rehabilitation of facilities, pursuant to Education Code 17078.52-17078.66, and/or for rent and lease expenditures, pursuant to Education Code 47614.5.

Legal Reference:**EDUCATION CODE**

17070.10-17080 Leroy F. Greene School Facilities Act of 1998, including:

17078.52-17078.66 Charter schools facility funding; state bond proceeds

17280-17317 Field Act

46600 Interdistrict attendance agreements

47600-47616.5 Charter Schools Act

48204 Residency requirements for school attendance

GOVERNMENT CODE

53094 Authority to render zoning ordinance inapplicable
53097.3 Charter school ordinances

CODE OF REGULATIONS, TITLE 2

1859.2 Definitions
1859.31 Classroom inventory
1859.160-1859.172 Charter school facilities program, new construction

CODE OF REGULATIONS, TITLE 5

11969.1-11969.10 Charter school facilities

COURT DECISIONS

Bullis Charter School v. Los Altos School District, (2011) 200 Cal.App.4th 1022
Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986
Sequoia Union High School District v. Aurora Charter High School (2003) 112 Cal.App.4th 185

ATTORNEY GENERAL OPINIONS

80 Ops.Cal.Atty.Gen. 52 (1997)

Management Resources:

CSBA PUBLICATIONS

The Role of the Charter School Authorizer, Online Course
Charter Schools: A Guide for Governance Teams, rev. 2016
Charter School Facilities and Proposition 39: Legal Implications for School Districts, 2005

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

School Facility Program Handbook, May 2008

WEB SITES

CSBA: <http://www.csba.org>
California Charter Schools Association: <http://www.charterassociation.org>
California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>
Coalition for Adequate School Housing: <http://www.cashnet.org>
Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Board of Trustees

Approved: TBD

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FacilitiesDefinitions

Average daily classroom attendance (ADA), or classroom ADA is ADA, for classroom-based apportionment as used in Education Code 47612.5. (5 CCR 11969.2)

In-District classroom ADA, is classroom ADA, attributable to in-District students. (5 CCR 11969.2)

In-District students are those charter school students who are entitled to attend a District school. Students eligible to attend District schools based on an interdistrict attendance agreement, or parent/guardian employment, shall be considered students of the District where they reside. (5 CCR 11969.2)

Operating in the District means the charter school is either currently providing public education to in-District students, or has identified at least 80 in-District students, who are meaningfully interested in enrolling in the charter school for the following year, regardless of whether the District is, or is proposed to be the chartering entity, and whether or not, the charter school has a facility inside the District's boundaries. (Education Code 47614; 5 CCR 11969.2)

Reasonably equivalent facilities are facilities that are sufficient to accommodate charter school students in conditions reasonably equivalent to those in which the students would be accommodated, if they were attending other public schools of the District. Reasonable equivalency shall be determined based on a comparison group of District schools with similar grade levels, the capacity of facilities, and the condition of facilities, as described below in the section "Submission and Review of Facilities Requests." (5 CCR 11969.2, 11969.3)

Furnished and equipped, means the facilities include reasonably equivalent furnishing necessary to conduct classroom instruction, and to provide for student services that directly support classroom instruction as found in the comparison group schools established under 5 CCR 11969.3(a), and that the facilities have equipment that is reasonably equivalent to the comparison group schools. Equipment means property that does not lose its identity when removed from its location, and is not changed materially, or consumed immediately (e.g., within one year). Equipment has relatively permanent value, and its purchase increases the total value of the District's physical properties. Examples include furniture, vehicles, machinery, motion picture film, videotape, furnishings, that are not an integral part of the building or building system, and certain intangible assets, such as major software programs. Furnishings, and equipment acquired for a school site with nondistrict resources are excluded when determining reasonable equivalence. (5 CCR 11969.2)

Contiguous facilities are those facilities contained on a school site, or immediately adjacent to a school site. If the in-District classroom ADA of the charter school cannot be accommodated on any single school site, contiguous facilities also include facilities located at more than one site, provided that the District minimizes the number of sites assigned, and considers student safety. If none of the District-operated schools have grade levels similar to the charter school, then a

contiguous facility shall be an existing facility that is most consistent with the needs of students in the grade levels served at the charter school. (5 CCR 11969.2, 11969.3)

Conversion charter school is a charter school established through the conversion of an existing public school. (Education Code 47605)

Eligibility for District Facilities

A charter school shall be operating in the District, as defined above, before it submits a request for facilities. A new or proposed charter school, operating in the District is eligible to request facilities for a particular fiscal year, only if it submits its charter petition before November 1 of the fiscal year preceding the year for which facilities are requested. A new charter school is entitled to be allocated, and/or provided access to facilities, only if it receives approval of its charter petition before March 15 of the fiscal year preceding the year for which facilities are requested. (5 CCR 11969.9)

Submission and Review of Facilities Requests

The following procedures shall apply to a charter school's request for facilities:

1. On or before November 1, a charter school shall submit a written request for facilities to the Superintendent or designee for the next fiscal year. The request shall include: (Education Code 47614; 5 CCR 11969.2, 11969.9)
 - a. Reasonable projections of in-District and total ADA, and in-District and total classroom ADA, based on ADA claimed for apportionment, if any, in the fiscal year prior to the fiscal year in which the facilities request is made, adjusted for expected changes in enrollment in the forthcoming fiscal year.

Projections of in-District ADA, in-District classroom ADA, and the number of in-District students shall be broken down by grade level, and by the District school that the students would otherwise attend.

Nonclassroom ADA may be included in the ADA calculation, only to the extent of instructional time that students generating nonclassroom ADA are actually in the classroom under the direct supervision, and control of a charter school employee, and only if the District, and the charter school agree upon the time(s) that the facilities devoted to students generating nonclassroom-based ADA will be used;

- b. A description of the methodology for the projections;
- c. If relevant (i.e., when a charter school is not yet open, or to the extent an operating charter school projects a substantial increase in ADA), documentation of the number of in-District students meaningfully interested in attending the charter school that is sufficient for the District to determine the reasonableness of the projection, but that need not be verifiable for precise arithmetical accuracy;

- d. The charter school's operational calendar;
- e. Information regarding the District's school site, and/or general geographic area, in which the charter school wishes to locate;
- f. Information on the charter school's educational program that is relevant to assignment of facilities, if any.

In submitting a facilities request, the charter school shall use a form specified by the District. The charter school shall distribute a reasonable number of copies of the written request to parents/guardians, school staff, and/or other interested parties, or shall otherwise make the request available for review.

- 2. On or before December 1, the District shall review the charter school's projections of in-District and total ADA, and in-District and total classroom ADA, express any objections in writing, and state the projections the District considers reasonable. If the District does not express any objections in writing, and states its own projections by the deadline, the charter school's projections are no longer subject to challenge, and the District shall base its offer of facilities on those projections. (5 CCR 11969.9)
- 3. On or before January 2, the charter school shall respond to any objections expressed by the District, and to the District's attendance projections provided, pursuant to item #2 above. The charter school shall reaffirm or modify its previous projections, as necessary to respond to the information received from the District pursuant to item #2. If the charter school does not respond by January 2, the District's projections provided pursuant to item #2 are no longer subject to challenge, and the District shall base its offer of facilities on those projections. (5 CCR 11969.9)
- 4. The District shall determine what facilities it will offer to the charter school, ensuring that the facilities are reasonably equivalent to other District facilities. (5 CCR 11969.3)

If a charter school was established through the conversion of an existing public school pursuant to Education Code 47605(a)(2), the condition of the facility previously used by the District, shall be considered to be reasonably equivalent for the first year the charter school uses the facility. (5 CCR 11969.3)

For any other charter school, reasonable equivalency shall be based on the following criteria as detailed in 5 CCR 11969.3: (5 CCR 11969.3)

- a. A comparison group of District schools with similar grade levels.

If a charter school's grade-level configuration is different from the configuration of the District's schools, the District shall not pay for the modification of a school site to accommodate the charter school's configuration;

- b. Capacity, including equivalency of the ratio of teaching stations (classrooms), specialized classroom space, and nonteaching space to ADA;
 - c. Condition of facilities, as determined by assessing such factors as age of facilities (from last modernization), quality of materials, and state of maintenance, including:
 - i. School site size;
 - ii. Condition of interior and exterior surfaces;
 - iii. Condition of mechanical, plumbing, electrical, and fire alarm systems, including conformity to applicable codes;
 - iv. Availability and condition of technology infrastructure;
 - v. Condition of the facility as a safe learning environment, including, but not limited to, the suitability of lighting, noise mitigation, and size for intended use;
 - vi. Condition of the facility's furnishing and equipment;
 - vii. Condition of athletic fields and/or play area space;
5. On or before February 1, the District shall prepare a written preliminary proposal regarding the space to be allocated to the charter school, and/or to which the charter school is to be provided access. In evaluating and accommodating the charter school's request, the charter school's in-District students shall be given the same consideration as students in the District's schools, subject to the requirement that the facilities provided must be contiguous. At a minimum, the preliminary proposal shall include: (5 CCR 11969.2, 11969.3, 11969.9)
- a. The projections of in-District classroom ADA on which the proposal is based;
 - b. The specific location(s) of the space;
 - c. All conditions pertaining to the space, including a draft of any proposed agreement pertaining to the charter school's use of the space;
 - d. The projected pro rata share amount, and a description of the methodology used to determine that amount;
 - e. A list and description of the comparison group schools used in developing the District's preliminary proposal, and a description of the difference between the preliminary proposal, and the charter school's request submitted pursuant to item #1 above;

6. On or before March 1, the charter school shall respond in writing to the District's preliminary proposal made pursuant to item #5 above, and shall express any concerns, including differences between the preliminary proposal, and the charter school's request, and/or make a counter proposal. (5 CCR 11969.9)

7. On or before April 1, having reviewed any concerns, and/or counter proposals, made by the charter school, pursuant to item #6 above, the District shall submit, in writing, a final notification of the space to be offered to the charter school. The notification shall include a response to the charter school's concerns, and/or counter proposal, if any. The final notification shall specifically identify: (5 CCR 11969.9)
 - a. The teaching stations, specialized classroom spaces, and nonteaching station spaces, offered for the exclusive use of the charter school, and the teaching stations, specialized classroom spaces, and nonteaching spaces to which the charter school is to be provided access on a shared basis with District-operated programs;
 - b. Arrangements for sharing any shared space;
 - c. The assumptions of in-District classroom ADA for the charter school upon which the allocation is based, and if the assumptions are different than those submitted by the charter school, pursuant to item #3 above, a written explanation of the reasons for the differences;
 - d. The specific location(s) of the space;
 - e. All conditions pertaining to the space;
 - f. The pro rata share amount;
 - g. The payment schedule for the pro rata amount, which shall take into account the timing of revenues from the state, and from local property taxes;

8. By May 1, or within 30 days after the District's notification, pursuant to item #7 above, whichever is later, the charter school shall notify the District in writing whether or not, it intends to occupy the offered space. (5 CCR 11969.9)

The charter school's notification may be withdrawn, or modified before this deadline. After the deadline, if the charter school has notified the District that it intends to occupy the offered space, the charter school is committed to paying the pro rata share amount as identified. If the charter school does not notify the District by this deadline that it intends to occupy the offered space, then the space shall remain available for District programs, and the charter school shall not be entitled to use facilities of the District in the following fiscal year. (5 CCR 11969.9)

Availability of Facilities

The space allocated to the charter school by the District, or the space to which the District provides the charter school access, shall be furnished, equipped, and available for occupancy at least 10 working days prior to the first day of instruction of the charter school. For good cause, the District may reduce the period of availability to a period of not less than seven working days. (5 CCR 11969.9)

Space allocated for use by the charter school, subject to sharing arrangements, shall be available for the charter school's entire school year regardless of the District's instructional year, or class schedule. (5 CCR 11969.5)

For a conversion charter school, the school site identified in the school's charter shall be made available to the charter school for its second year of operation, and thereafter, upon annual request for facilities from the District, pursuant to this administrative regulation. If, as a result of a material revision of the charter, either the location of the conversion charter school is changed, or the District approves the operation of additional sites by the school, then the school may request, and the District shall provide, facilities in accordance with law, the revised charter, and this administrative regulation. (5 CCR 11969.3)

Written Agreement Regarding Facilities Operations

The District and charter school shall negotiate an agreement regarding the use of, and payment for the space which contains, at a minimum, the information included in the District's final notification, pursuant to item #7 in the section "Submission and Review of Facilities Requests" above. (5 CCR 11969.9)

A reciprocal hold-harmless/indemnification provision shall be established between the District and the charter school. The charter school shall maintain general liability insurance naming the District as an additional insured in order to indemnify the District for any damage and losses. The District shall maintain first party property insurance for the facilities allocated to the charter school. (5 CCR 11969.9)

(cf. 3530 - Risk Management/Insurance)

Responsibilities for facility maintenance and improvements shall be as follows: (5 CCR 11969.4, 11969.9)

1. The District shall be responsible for:
 - a. Modifications necessary to maintain the facility in accordance with applicable building codes pursuant to Education Code 47610 or 47610.5;
 - b. Replacement of District-provided furnishings and equipment, in accordance with District schedules and practices;
 - c. Projects eligible to be included in the District's deferred maintenance plan.

2. The charter school shall be responsible for the ongoing operations, and maintenance of facilities, furnishings, and equipment.

The charter school shall not sublet, or use the facilities for purposes other than those that are consistent with District policies and practices, without permission of the Superintendent or designee. (5 CCR 11969.5)

Facilities, furnishings, and equipment, provided to a charter school by the District shall remain the property of the District. (5 CCR 11969.4)

The District may charge the charter school, in accordance with 5 CCR 11969.7, for a pro rata share of the District's facilities costs for activities related to keeping the physical plant open, comfortable, and safe for use, and keeping the grounds, buildings, and equipment in working condition. Such activities include maintaining safety in buildings, on grounds, and in the vicinity of schools; plant maintenance and operations; facilities acquisition and construction; and facilities rents and leases. (Education Code 47614; 5 CCR 11969.2)

The charter school shall report actual in-District and total ADA, and classroom ADA, to the District every time that the charter school reports ADA for apportionment purposes. If the charter school generates less ADA than projected, the following provisions shall apply to any overallocated space: (Education Code 47614; 5 CCR 11969.3, 11969.8, 11969.9)

1. The charter school shall reimburse the District for the overallocated space as set forth in 5 CCR 11969.8, unless the District agrees, in response to the notification by the charter school of overallocation, to exercise its sole discretion to use the overallocated space for District programs.
2. In the case of a conversion charter school, the overallocated space shall not be subject to reimbursement under the following circumstances:
 - a. The charter school notifies the District, by February 1 of its first year of operation, that it will have overallocated space in the following fiscal year. In such cases, the District may occupy all, or a portion of the space identified. A charter school that wants to recover space surrendered to the District shall apply to the District, and the District shall evaluate the application in accordance with law, and this administrative regulation.
 - b. Based on the State Board of Education's waiver of attendance area requirements in Education Code 47605(d)(1), the District makes a decision, between November 1 and June 30, to change the school's attendance area in the forthcoming fiscal year.

Mediation of Disputes

If a dispute arises between the District and a charter school, pursuant to Education Code 47614 or 5 CCR 11969.1-11969.10, both parties may agree to settle the dispute using mediation, in accordance with the following procedures: (5 CCR 11969.10)

1. If both parties agree to mediation, the initiating party shall select a mediator, subject to the agreement of the responding party. If the parties are unable to agree on a mediator, the initiating party shall request the CDE to appoint a mediator within seven days to assist the parties in resolving the dispute. The mediator shall meet with the parties as quickly as possible.
2. Within seven days of the selection or appointment of the mediator, the party initiating the dispute resolution process shall send a notice to the responding party, and the mediator. The notice shall include the following information:
 - a. Name, address, and phone numbers of designated representatives of the parties;
 - b. A statement of the facts of the dispute, including information regarding the parties' attempts to resolve the dispute;
 - c. The specific sections of the statute, or regulations, that are in dispute;
 - d. The specific resolution sought by the initiating party.
3. Within seven days of receiving the notice, the responding party shall file a written response.
4. The mediation shall be entirely informal in nature. Each party shall share copies of exhibits upon which its case is based with the other party. The relevant facts shall be elicited in a narrative fashion to the extent possible, rather than through examination, and cross-examination of witnesses.
5. Any agreement reached by the parties shall be in writing, and shall not set a precedent for any other case.
6. The mediation shall be terminated if the District, and the charter school, fail to meet within the specified timelines, have not reached an agreement within 15 days from the first meeting held by the mediator, or if the mediator declares an impasse.
7. The costs of the mediation shall be divided equally between the parties, and paid promptly.

Board of Trustees

Approved: TBD

B

Facilities

When it is determined that school facilities must be built, or expanded to accommodate an increased, or projected increased enrollment, the Board of Trustees shall consider appropriate methods of financing for the purchase of school sites, and the construction of buildings. In addition, financing may be needed when safety considerations, and educational program improvements require the replacement, reconstruction, or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives, and recommend to the Board of Trustees, the method that would best serve District needs as identified in the District's facilities master plan.

These funding alternatives may include, but not be limited to:

1. Levying developer fees pursuant to Education Code 17620 and Government Code 65995-65998;
2. Issuing voter-approved general obligation bonds;
3. Forming a school facilities improvement district pursuant to Education Code 15300-15425;
4. Using lease revenues for capital outlay purposes from surplus school property;
5. Imposing a qualified parcel tax pursuant to Government Code 50079;
6. Forming a community facilities district pursuant to Government Code 53311-53368.3, the Mello-Roos Community Facilities Act;

Legal Reference:**EDUCATION CODE**

15100-17059.2 School bonds, especially:

15122.5 Ballot statement

15300-15327 School facilities improvement districts

17000-17059.2 State School Building Lease-Purchase Law of 1976

17060-17066 Joint venture school facilities construction projects

17070.10-17076.10 Leroy F. Greene School Facilities Act of 1998

17085-17095 State Relocatable Classroom Law of 1979

17582 District deferred maintenance fund
17620-17626 Levies against development projects by school districts
17621 Procedures for levying fees

GOVERNMENT CODE

6061 One time notice
6066 Two weeks' notice
50075-50077 Voter-approved special taxes
50079 School districts; qualified special taxes
53175-53187 Integrated Financing District Act
53311-53368.3 Mello-Roos Community Facilities Act of 1982
53753 Assessment notice and hearing requirements
53753.5 Exemptions
54954.1 Mailed notice to property owners
54954.6 New or increased tax or assessment; public meetings and hearings; notice
65864-65867 Development agreements
65970-65980.1 School facilities development project
65995-65998 Payment of fees against a development project
66000-66008 Fees for development projects
66016-66018.5 Development project fees
66020-66025 Protests and audits

HEALTH AND SAFETY CODE

33445.5 Overcrowding of schools resulting from redevelopment
33446 School construction by redevelopment agency

CALIFORNIA CONSTITUTION

Article 13D, Sections 1-6 Assessment and property related fee reform

UNCODIFIED STATUTES

17696-17696.98 Greene-Hughes School Building Lease-Purchase Bond Law of 1986

CODE OF REGULATIONS, TITLE 2

1859-1859.106 School facility program

COURT DECISIONS

Loyola Marymount University v. Los Angeles Unified School District (1996) 45 Cal.App.4th
1256
Ehrlich v. City of Culver City (1996) 12 Cal.4th 854
Dolan v. City of Tigard (1994) 114 S.Ct. 2309

Canyon North Co. v. Conejo Valley Unified School District (1993) 19 Cal.App.4th 243, 23 Cal.Rptr.2d 495

Garlic Development Co. v. Hayward Unified School District (1992) 3 Cal.App.4th 320, 4 Cal.Rptr.2d 897

Nollan v. California Coastal Commission (1987) 107 S.Ct. 3141

ATTORNEY GENERAL OPINIONS

79 Ops.Cal.Atty.Gen. 149 (1996)

Management Resources:

WEB SITES

Department of General Services, Office of Public School Construction:

<http://www.opsc.dgs.ca.gov>

Board of Trustees

Approved: TBD

B

Facilities

In order to finance the construction, or reconstruction of school facilities, needed to accommodate students coming from new development, the Board of Trustees may establish, levy, and collect developer fees on residential, commercial, and industrial construction, within the District, subject to restrictions specified by law, and administrative regulation.

Appeals Process for Protests by Developers

The Superintendent or designee shall establish an appeals process for the handling of protests by developers. (Education Code 17621)

Legal Reference:

EDUCATION CODE

- 17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998
- 17582 District deferred maintenance fund
- 17620-17626 Levies against development projects by school districts

GOVERNMENT CODE

- 6061 One time notice
- 6066 Two weeks' notice
- 65352.2 Level 2 funding notification requirement
- 65864-65869.5 Development agreements
- 65995-65998 Payment of fees against a development project
- 66000-66008 Fees for development projects
- 66016-66018.5 Development project fees
- 66020-66025 Protests and audits

CODE OF REGULATIONS, TITLE 2

- 1859-1859.106 School facility program

COURT DECISIONS

- Dolan v. City of Tigard (1994) 114 S.Ct. 2309

Management Resources:

WEB SITES

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

Board of Trustees

Approved: TBD

B

FacilitiesLevel 1 Funding: Residential, Commercial and Industrial Construction

Government Code 65995, provides authority for three different levels of developer fees to be levied by school districts. Before taking action to establish, increase, or impose developer fees, the Board of Trustees shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee, and the use to which the fee will be put;
2. Determines a reasonable relationship between the fee's use, and the type of development project for which the fee is imposed;
3. Determines a reasonable relationship between the need for the public facility, and the type of development project for which the fee is imposed;
4. Determines a reasonable relationship between the amount of the fee, and the cost of the public facility, or portion of the public facility attributed to the development for which the fee is imposed.

Level 1 Funding: Notice and Hearing Requirements

Before levying developer fees, or prior to increasing an existing fee, the Board of Trustees shall schedule a public hearing. The Superintendent or designee shall mail notice of the time, and place of the meeting, including a general explanation of the matter to be considered, and a statement that the required data are available, at least 14 days prior to the meeting, to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed, unless a renewal request is filed.

Renewal requests for mailed notices shall be filed on, or before April 1, of each year. The District may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds, and funding sources, and the estimated cost of planning, land acquisition, and school construction, shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board of Trustees shall adopt a resolution for the levying of the developer fees. (Government Code 66016) The resolution shall set forth:

1. The purpose of the fee, and the public improvement(s) that the fee will be used to finance (Government Code 66006);
2. The Board of Trustees' findings of reasonable relationship, which justify the fees pursuant to Government Code 66001;

3. The District's determination of either of the following conditions, which allow collection of the fees at the time when building permits are issued: (Government Code 66007)
 - a. That the fees are to reimburse the District for previous expenditures;
 - b. That the fees shall be collected for public improvements, or facilities, for which an account has been established, funds have been appropriated, and the District has adopted a proposed construction schedule or plan.

Level 2 Funding: Residential Construction

In order to impose residential construction fees within the limits of Government Code 65995.5, the Board of Trustees shall: (Government Code 65995.5)

1. Make a timely application to the State Allocation Board for new construction funding for which it is eligible;
2. Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6;
3. Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D). (Government Code 65995.5)

Level 2 Funding: Notice and Hearing Requirements

At least 45 days prior to completion of the school facility needs analysis, the Board of Trustees shall notify, and provide copies of the analysis to the planning commission or agency of the city, or county, with land use jurisdiction within the District. Upon request of either party, the Board of Trustees and city, or county, shall meet within 15 days following notification. (Government Code 65352.2)

The Board of Trustees shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

This analysis may not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis, and the Board of Trustees shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

No less than 30 days prior to the hearing, notice of the time, and place of the hearing, including the location and procedure for viewing, or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the District.

DEVELOPER FEES

If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the District's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request, if the written request was made 45 days prior to the hearing. The District may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions, and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

The fees authorized by Government Code 65995.6, and Government Code 65995.7, shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution, and may not be effective for more than one year. (Government Code 65995.6)

Level 3 Funding: Residential Construction

When Level 3 fees are authorized by law, and the District qualifies for Level 2 funding, pursuant to Government Code 65995.5, the Board of Trustees may assess a fee on residential construction, pursuant to the requirements of Government Code 65995.7.

Level 3 Funding: Notice and Hearing Requirements

Pursuant to Government Code 65995.7, the notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 funding, shall be the same as the requirements for Level 2 funding as specified above.

All Developer Funding Fees: Additional Requirements

The District shall send a copy of any resolution adopting or increasing developer fees to the city and county, accompanied by all relevant supporting documentation, and a map indicating the boundaries of the area subject to the fee. (Education Code 17621)

In cooperation with local governmental agencies issuing building permits, the Superintendent or designee shall establish a means by which all of the following shall be accomplished:

1. The project applicant shall receive a written statement of the amount of the fees, and notification that the 90-day approval period during which the applicant may protest has begun. (Government Code 66020)
2. The Superintendent or designee shall receive and retain acknowledgment that the above notification was received.

3. Before a permit is issued and upon the payment of the applicable fee or requirement, the Board of Trustees shall immediately certify that the fee has been paid, or that the District has determined that the fee does not apply to the development project. (Education Code 17620)

Developer fees shall be deposited, invested, accounted for, and expended, pursuant to Government Code 66006. Developer fees shall be deposited in a separate capital facilities account, except for temporary investments allowed by law, and shall be used only for the purpose for which they were collected. Interest income earned by the capital facilities account shall also be deposited in that account, and used only for the purpose for which the fee was originally collected. (Government Code 66006)

For each separate account so established, the Superintendent or designee shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year: (Government Code 66006)

1. A brief description of the type of fee in the account or fund;
2. The amount of the fee;
3. The beginning and ending balance of the account or fund;
4. The amount of the fees collected and the interest earned;
5. An identification of each public improvement on which fees were expended, and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
6. An identification of an approximate date by which the construction of the public improvement will commence, if the District determines that sufficient funds have been collected to complete financing on an incomplete public improvement;
7. A description of each interfund transfer, or loan made from the account or fund, including the public improvement on which the transferred, or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account, or fund will receive on the loan;
8. The amount of refunds made pursuant to Government Code 66001(e), and any allocations made pursuant to Government Code 66001(f).

The Board of Trustees shall review the above information at the first regularly scheduled public Board meeting, which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board of Trustees shall, for the fifth fiscal year after the first deposit into the account, or fund, and every five years thereafter, make all of the following findings with respect to the portion of the account, or fund that remains unexpended, whether committed or uncommitted:
(Government Code 66001)

1. Identify the purpose to which the fee is to be put;
2. Demonstrate a reasonable relationship between the fee, and the purpose for which it is charged;
3. Identify all sources, and amounts of funding, anticipated to complete financing in incomplete improvements originally identified;
4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account, or fund.

When sufficient funds have been collected to complete the financing of public improvements, but such improvements remain incomplete, the District shall, within 180 days of the date that a determination of sufficient funding was made, either identify an approximate date by which construction will begin, or refund the unexpended revenues in accordance with Government Code 66001. (Government Code 66001)

Appeals Process for Protests by Developers

Developers of residential, commercial, and industrial projects, who claim that the developer fee has been inappropriately levied shall use the following procedures: (Government Code 66020)

1. The developer shall tender any required payment in full, or provide satisfactory evidence of arrangements to pay the fee when due, or ensure performance of the conditions necessary to meet the requirements of the imposition.
2. The developer shall serve written notice to the Board of Trustees. This notice shall include:
 - a. A statement that the required payment is tendered, or will be tendered when due, or that any conditions which have been imposed are provided for, or satisfied, under protest;
 - b. A statement informing the Board of Trustees of the factual elements of the dispute, and the legal theory forming the basis for the protest.
3. The protest shall be filed at the time of approval, or conditional approval of the development, or within 90 days after the date of the imposition of the fees.

At the time of the imposition of the fee, the Superintendent or designee shall provide each project applicant written notice that the 90-day period in which the applicant may initiate a protest has begun. The developer may file an action to attack, review, set aside, void, or annul the imposition of the fees, imposed on the development project within 180 days of delivery of the notice. (Government Code 66020)

Board of Trustees
Approved: TBD
B

Facilities

The Board of Trustees desires to provide adequate facilities in order to enhance student learning, and to help the District achieve its vision for educating District students.

The Board of Trustees has determined that it is necessary, and in the best interest of the District to form a school facilities improvement district to finance any, or all, of the improvements set forth in Education Code 15100, and finds that the overall cost of financing the bonds issued would be less than the overall cost of other school financing options available to the District. The Board of Trustees shall define the boundaries of the school facilities improvement district to include any portion of territory within the jurisdiction of the District.

The Superintendent or designee shall establish procedures consistent with Education Code 15100-15262 governing the financing of bonds, bond elections, and the issuance and sale of bonds.

The Board of Trustees may pursue the authorization, and issuance of bonds by approval of either 66.67 percent majority, or 55 percent majority of the voters, within the proposed territory of the school facilities improvement district, and shall adopt a resolution of intent to form an improvement district. In order to proceed with an election requiring a 55 percent approval of the voters, two-thirds of the Board of Trustees shall agree to such an election, and the District shall comply with the accountability provisions, including the requirements regarding the citizens' oversight committee, required for 55 percent approval set forth in Education Code 15264-15288. (Education Code 15266)

The Board of Trustees' resolution of intention shall state all of the following: (Education Code 15320)

1. The Board of Trustees' intention to form the proposed school facilities improvement district;
2. The purpose for which the proposed school facilities improvement district is to be formed;
3. The estimated cost of the school facilities improvement project;
4. That any taxes levied for financing general obligation bonds issued to finance the project shall be levied exclusively upon the lands in the proposed school facilities improvement district;

5. That a map showing the exterior boundaries of the proposed school facilities improvement district is on file with the Board of Trustees, and available for public inspection, and that these boundaries meet the requirements of Education Code 15301;
6. The time and place for a hearing on the formation of the proposed school facilities improvement district, during a regularly scheduled Board of Trustees meeting;
7. That any interested persons, including all persons owning lands in the District, or in the proposed school facilities improvement district, may appear, and be heard at the above hearing.

The Board of Trustees shall hold the hearing as specified in its resolution and may, at the hearing, adopt a resolution proposing modifications of its above-stated purposes. (Education Code 15322, 15323)

Notice of the hearing shall be given by publishing a copy of the resolution of intention in a newspaper of general circulation, pursuant to Government Code 6066, starting at least 14 days before the hearing. No other notice shall be required. (Education Code 15321)

When hearings are concluded, the Board of Trustees may, by resolution, order the formation of a school facilities improvement district with the boundaries described in the resolution. The resolution shall state the estimated cost of carrying out described purposes, and shall number, and designate the school facilities improvement district as specified in Education Code 15326. (Education Code 15326)

Legal Reference:

EDUCATION CODE

- 15100-15111 Purposes for authorizing bonds
- 15120-15262 Election procedures and issuance of bonds
- 15264-15288 Accountability in local school construction
- 15300-15425 School facilities improvement districts

GOVERNMENT CODE

- 6066 Two weeks' notice
- 50075-50077.5 Voter-approved special taxes
- 50079 School districts; qualified special taxes

- 53175-53187 Integrated Financing District Act
- 53753 Assessment notice and hearing requirements
- 53753.5 Exemptions
- 54954.1 Mailed notice to property owners
- 54954.6 New or increased tax or assessment; public meetings and hearings; notice

Management Resources:

WEB SITES

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

CSBA, District and Financial Services, Proposition 39 Bond Performance Audit Program:

<http://www.csba.org/Services/Services/DistrictServices/Proposition39BondAudits.aspx>

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

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

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

Board of Trustees

Approved: TBD

B

Facilities

The Board of Trustees recognizes that school facilities are an essential component of the educational program, and that the Board of Trustees has a responsibility to ensure that the District's facilities needs are met in the most cost-effective manner possible. When the Board of Trustees determines that it is in the best interest of District students, it may order an election on the question of whether bonds shall be issued to pay for school facilities.

The Board of Trustees' decision to order a bond election, as well as its determinations regarding the appropriate amount, timing, and structure of the bond issuance, shall be consistent with law, and the District's debt management policy.

Before ordering a bond election, the Board of Trustees shall obtain reasonable, and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor. (Education Code 15100)

When any project to be funded by bonds will require state matching funds for any phase of the project, the ballot for the bond measure shall include a statement as specified in Education Code 15122.5, advising voters that, because the project is subject to approval of state matching funds, passage of the bond measure is not a guarantee that the project will be completed. (Education Code 15122.5)

Bonds Requiring 55 Percent Approval by Local Voters

The Board of Trustees may decide to pursue the authorization, and issuance of bonds by approval of 55 percent majority of the voters, pursuant to Article 13A, Section 1(b)(3), and Article 16, Section 18(b) of the California Constitution. If two-thirds of the Board of Trustees agrees to such an election, the Board of Trustees shall vote to adopt a resolution to incur bonded indebtedness, if approved by a 55 percent majority of the voters. (Education Code 15266)

The bond election may only be ordered at a primary or general election, a statewide special election, or a regularly scheduled local election, at which all of the electors of the District are entitled to vote. (Education Code 15266)

Bonded indebtedness incurred by the District shall be used only for the following purposes: (California Constitution Article 13A, Section 1(b)(3) and 1(b)(3)(A))

1. The construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing, and equipping of school facilities;

2. The acquisition, or lease of real property for school facilities;
3. The refunding of any outstanding debt issuance used for the purposes specified in items #1-2 above.

The proposition approved by the voters shall include the following accountability requirements: (California Constitution Article 13A, Section 1(b)(3))

1. Certification that proceeds from the sale of the bonds will be used only for the purposes specified in items #1-2 above, and not for any other purposes, including teacher and administrative salaries, and other school operating expenses;
2. A list of specific school facilities projects to be funded, and certification that the Board of Trustees has evaluated safety, class size reduction, and information technology needs in developing that list;
3. A requirement that the Board of Trustees conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed;
4. A requirement that the Board of Trustees conduct an annual, independent financial audit of the proceeds from the sale of the bonds, until all of those proceeds have been expended for the school facilities projects.

If a District general obligation bond requiring a 55 percent majority is approved by the voters, the Board of Trustees shall appoint an independent citizens' oversight committee to inform the public concerning the expenditure of bond revenues, as specified in Education Code 15278, and the accompanying administrative regulation. This committee shall be appointed within 60 days of the date that the Board of Trustees enters the election results in its minutes, pursuant to Education Code 15274. (Education Code 15278)

The Superintendent or designee shall ensure that the annual, independent performance, and financial audits, required pursuant to items #3-4 above, are issued in accordance with the U.S. Comptroller General's Government Auditing Standards, and submitted to the citizens' oversight committee at the same time they are submitted to him/her, and no later than March 31 of each year. (Education Code 15286)

The Board of Trustees shall provide the citizens' oversight committee with responses to all findings, recommendations, and concerns, addressed in the performance and financial audits, within three months of receiving the audits. (Education Code 15280)

The Board of Trustees may disband the citizens' oversight committee, when the committee has completed its review of the final performance and financial audits.

Bonds Requiring 66.67 Percent Approval by Local Voters

The Board of Trustees may decide to pursue the authorization, and issuance of bonds by approval of 66.67 percent majority of the voters, pursuant to Education Code 15100, and Article 13A, Section 1(b)(2) of the California Constitution. If a majority of the Board of Trustees agrees to such an election, or upon a petition of the majority of the qualified electors residing in the District, the Board of Trustees shall adopt a resolution ordering an election on the question of whether to incur bonded indebtedness, if approved by a 66.67 percent majority of the voters. (Education Code 15100)

The bond election may be ordered to occur on any Tuesday, except a Tuesday that is a state holiday, or the day before, or after a state holiday, is within 45 days before, or after a statewide election, unless conducted at the same time as the statewide election, or is an established election date, pursuant to Elections Code 1000 or 1500. (Education Code 15101)

Subject to limits specified in Article 13A, Section 1 of the California Constitution, bonds shall be sold to raise money for any of the following purposes: (Education Code 15100)

1. Purchasing school lots;
2. Building or purchasing school buildings;
3. Making alterations, or additions to school building(s) other than as may be necessary for current maintenance, operation, or repairs;
4. Repairing, restoring, or rebuilding any school building damaged, injured, or destroyed by fire or other public calamity;
5. Supplying school buildings and grounds, with furniture, equipment, or necessary apparatus of a permanent nature;
6. Permanently improving school grounds;
7. Refunding any outstanding valid indebtedness of the District, evidenced by bonds, or state school building aid loans;

GENERAL OBLIGATION BONDS

8. Carrying out sewer or drain projects, or purposes authorized in Education Code 17577;
9. Purchasing school buses with a useful life of at least 20 years
10. Demolishing or razing any school building with the intent to replace it with another school building, whether in the same location or in any other location.

Except for refunding any outstanding indebtedness, any of the purposes listed above may be united, and voted upon as a single proposition by an order of the Board of Trustees entered into the minutes. (Education Code 15100)

The Board of Trustees may appoint a citizens' oversight committee to review, and report to the Board of Trustees and the public, as to whether the expenditure of bond revenues complies with the intended purposes of the bond.

Certificate of Results

If the certificate of election results received by the Board of Trustees, shows that the appropriate majority of the voters is in favor of issuing the bonds, the Board of Trustees, shall record that fact in its minutes. The Board of Trustees shall then certify to the County Board of Supervisors all proceedings it had in connection with the election results. (Education Code 15124, 15274)

Resolutions Regarding Sale of Bonds

Following passage of the bond measure by the appropriate majority of voters, the Board of Trustees shall pass a resolution directing the issuance and sale of bonds. In accordance with law, the resolution shall prescribe the total amount of bonds to be sold, and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole, or any part of the principal of the bonds shall be payable. (Education Code 15140; Government Code 53508.6)

In passing the resolution, the Board of Trustee shall consider each available funding instrument, including, but not limited to, the costs associated with each, and their relative suitability for the project to be financed.

Prior to the sale of bonds, the Board of Trustees shall place an agenda item at a public meeting, and adopt as part of the bond issuance resolution, or in a separate resolution, disclosures of the available funding instruments, the costs and sustainability of each, and all of the following information: (Education Code 15146; Government Code 53508.9)

1. Express approval of the method of sale (i.e., competitive, negotiated, or hybrid);
2. Statement of the reasons for the method of sale selected;
3. Disclosure of the identity of the bond counsel, and the identities of the bond underwriter, and the financial adviser, if either or both are utilized for the sale, unless these individuals have not been selected at the time the resolution is adopted, in which case the Board of Trustees shall disclose their identities at the public meeting occurring after they have been selected;
4. Estimates of the costs associated with the bond issuance, including, but not limited to, bond counsel, and financial advisor fees, printing costs, rating agency fees, underwriting fees, and other miscellaneous costs, and expenses of issuing the bonds.

When the sale involves bonds that allow for the compounding of interest, such as a capital appreciation bond (CAB), the resolution to be adopted by the Board of Trustees shall include items #1-4 above, as well as the financing term, and time of maturity, repayment ratio, and the estimated change in the assessed value of taxable property within the District over the term of the bonds. The resolution shall be publicly noticed on at least two consecutive meeting agendas, first as an information item, and second as an action item. The agendas shall identify that bonds that allow for the compounding of interest are proposed. (Education Code 15146)

Prior to adopting a resolution for the sale of bonds that allow for the compounding of interest, the Board of Trustees shall be presented with the following: (Education Code 15146)

1. An analysis containing the total overall cost of the bonds that allow for the compounding of interest;
2. A comparison to the overall cost of current interest bonds;
3. The reason bonds that allow for the compounding of interest are being recommended;
4. A copy of the disclosure made by the underwriter in compliance with Rule G-17 adopted by the federal Municipal Securities Rulemaking Board.

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). (Government Code 8855)

GENERAL OBLIGATION BONDS

After the sale, the Board of Trustees shall be presented with the actual issuance cost information, and shall disclose that information at the Board of Trustees' next scheduled meeting. The Board of Trustees shall ensure that an itemized summary of the costs of the bond sale, and all necessary information, and reports regarding the sale, are submitted to the CDAIC. (Education Code 15146; Government Code 53509.5)

Bond Anticipation Notes

Whenever the Board of Trustees determines that it is in the best interest of the District, it may, by resolution, issue a bond anticipation note, on a negotiated or competitive-bid basis, to raise funds that shall be used only for a purpose authorized by a bond that has been approved by the voters of the District in accordance with law. (Education Code 15150)

Payment of principal and interest on any bond anticipation note, shall be made at note maturity not to exceed five years, from the proceeds derived from the sale of the bond in anticipation of which that note was originally issued, or from any other source lawfully available for that purpose, including state grants. Interest payments may also be made from such sources. However, interest payments may be made periodically, and prior to note maturity from an increased property tax if the following conditions are met: (Education Code 15150)

1. A resolution of the Board of Trustees authorizes the property tax for that purpose;
2. The principal amount of the bond anticipation note does not exceed the remaining principal amount of the authorized but unissued bonds.

A bond anticipation note may be issued only if the tax rate levied to pay interest on the note, would not cause the District to exceed the tax rate limitation set forth in Education Code 15268 or 15270, as applicable.

Deposit of Bond Proceeds

With regard to general obligation bonds, the District shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

Legal Reference:

EDUCATION CODE

7054 Use of district property, campaign purposes

15100-15254 Bonds for school districts and community college districts

GENERAL OBLIGATION BONDS

15264-15288 Strict Accountability in Local School Construction Bonds Act of 2000

17577 Sewers and drains

47614 Charter school facilities

ELECTIONS CODE

324 General election

328 Local election

341 Primary election

348 Regular election

356 Special election

357 Statewide election

1302 Local election

15372 Elections official certificate

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

8855 California Debt and Investment Advisory Commission

53506-53509.5 General obligation bonds

53580-53595.5 Bonds

54952 Definition of legislative body, Brown Act

CALIFORNIA CONSTITUTION

Article 13A, Section 1 Tax limitation

Article 16, Section 18 Debt limit

CODE OF FEDERAL REGULATIONS, TITLE 17

240.10b-5 Prohibition against fraud or deceit

240.15c2-12 Municipal securities disclosure

COURT DECISIONS

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley

Unified School District (2006) 139 Cal.App.4th 1356

ATTORNEY GENERAL OPINIONS

99 Ops.Cal.Atty.Gen. 18 (2016)

88 Ops.Cal.Atty.Gen. 46 (2005)

87 Ops.Cal.Atty.Gen. 157 (2004)

Management Resources:

CSBA PUBLICATIONS

California's Challenge: Adequately Funding Education in the 21st Century, December 2015

Bond Sales - Questions and Considerations for Districts, Governance Brief, December 2012

Legal Guidelines: Use of Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011

GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS

An Elected Official's Guide to Debt Issuance, 2nd Ed., 2016

Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015

Investment of Bond Proceeds, Best Practice, September 2014

Selecting and Managing Municipal Advisors, Best Practice, February 2014

Debt Management Policy, Best Practice, October 2012

Analyzing and Issuing Refunding Bonds, Best Practice, February 2011

WEB SITES

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

California Debt and Investment Advisory Commission: <http://www.treasurer.ca.gov/cdiac>

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

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

Government Finance Officers Association: <http://www.gfoa.org>

Municipal Security Rulemaking Board, Electronic Municipal Market Access (EMMA):
<http://www.emma.msrb.org>

Board of Trustees

Approved: TBD

B

FacilitiesElection Notice

Whenever the Board of Trustees orders an election on the question of whether general obligation bonds shall be issued to pay for school facilities, the Superintendent or designee shall ensure that election notice, and ballot requirements comply with Education Code 15120-15126 and 15272, as applicable.

Citizens' Oversight Committee

If a bond is approved under the 55 percent majority threshold, pursuant to Proposition 39 (Article 13A, Section 1(b)(3), and Article 16, Section 18(b) of the California Constitution), then the District's citizens' oversight committee shall consist of at least seven members, including, but not limited to: (Education Code 15282)

1. One member active in a business organization representing the business community located within the district;
2. One member active in a senior citizens organization;
3. One member active in a bona fide taxpayers' organization;
4. One member who is a parent/guardian of a District student;
5. One member who is a parent/guardian of a District student, and is active in a parent-teacher organization, such as the Parent Teacher Association, or school site council.

Members of the citizens' oversight committee shall be subject to the conflict of interest prohibitions regarding incompatibility of office, pursuant to Government Code 1125-1129, and financial interest in contracts, pursuant to Government Code 1090-1099. (Education Code 15282)

No employee, Board of Trustees member, vendor, contractor, or consultant of the District, shall be appointed to the citizens' oversight committee. (Education Code 15282)

Members of the citizens' oversight committee may serve for no more than three consecutive terms of two years each. They shall serve without compensation. (Education Code 15282)

The purpose of the citizens' oversight committee shall be to inform the public concerning the expenditure of bond revenues. The committee shall actively review and report, on the proper expenditure of taxpayers' money for school construction, and shall convene to provide oversight for, but not limited to, the following: (Education Code 15278)

1. Ensuring that bond revenues are expended only for the purposes described in Article 13A, Section 1(b)(3) of the California Constitution, including the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition, or lease of real property for school facilities;
2. Ensuring that, as prohibited by Article 13A, Section 1(b)(3)(A) of the California Constitution, no funds are used for any teacher and administrative salaries, or other school operating expenses;

In furtherance of its purpose, the committee may engage in any of the following activities: (Education Code 15278)

1. Receiving and reviewing copies of the annual, independent performance and financial audits, required by Article 13A, Section 1(b)(3)(C), and (D) of the California Constitution;
2. Inspecting school facilities and grounds, to ensure that bond revenues are expended in compliance with the requirements of Article 13(A), Section 1(b)(3) of the California Constitution;
3. Receiving and reviewing copies of any deferred maintenance proposals, or plans developed by the District;
4. Reviewing efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to, the following:
 - a. Mechanisms designed to reduce the costs of professional fees;
 - b. Mechanisms designed to reduce the costs of site preparation;
 - c. Recommendations regarding the joint use of core facilities;
 - d. Mechanisms designed to reduce costs by incorporating efficiencies in school site design;

- e. Recommendations regarding the use of cost-effective and efficient reusable facility plans.

The District shall, without expending bond funds, provide the citizens' oversight committee with any necessary technical assistance, and shall provide administrative assistance in furtherance of the committee's purpose, and sufficient resources to publicize the committee's conclusions. (Education Code 15280)

All citizens' oversight committee proceedings shall be open to the public, and noticed in the same manner as proceedings of the Board of Trustees. Committee meetings shall be subject to the provisions of the Ralph M. Brown Act. (Education Code 15280; Government Code 54952)

The citizens' oversight committee shall issue regular reports, at least once a year, on the results of its activities. Minutes of the proceedings, and all documents received and reports issued, shall be a matter of public record, and shall be made available on the District's website. (Education Code 15280)

Reports

Within 30 days after the end of each fiscal year, the District shall submit to the County Superintendent of Schools, a report concerning any bond election(s) containing the following information: (Education Code 15111)

1. The total amount of the bond issue, bonded indebtedness, or other indebtedness involved;
2. The percentage of registered electors who voted at the election;
3. The results of the election, with the percentage of votes cast for, and against, the proposition.

Board of Trustees
Approved: TBD
B

Business and Noninstructional Operations

The Board of Trustees intends that school Food Services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of food and supplies, the planning of menus, and the auditing of all food service accounts for the District.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

~~The Superintendent or designee shall ensure that all food service personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the District's Food Service program in accordance with law.~~

At least once each year, Food Service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other Food Service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Meals may be sold to students, District employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) food.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

~~Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing Food Services and consistent with Education Code 38084 and 42 USC 1760.~~

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with BP/AR 3553 - Free and Reduced Price Meals, 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

~~The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public.~~

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced-price meal program is not overtly identified by the use of special tokens, tickets, or other means and is not shamed, treated differently, or denied a meal of the student's choice. (Education Code 49557, 49557.5)

~~The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)~~

~~Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.~~

Cafeteria Fund

The Superintendent or designee shall establish a Cafeteria Fund independent of the District's General Fund.

The wages, salaries, and benefits of Food Service employees shall be paid from the Cafeteria Fund. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of Food Services and reasonable and necessary indirect program costs as allowed by law.

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the District or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the District's Food Service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

FOOD SERVICE OPERATIONS

Furthermore, the District shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the District's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the District's food service program with federal requirements.

~~The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the District's Food Service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.~~

Legal Reference:

EDUCATION CODE

- 38080-38086.1 Cafeteria, establishment and use
- 38090-38095 Cafeterias, funds and accounts
- 38100-38103 Cafeterias, allocation of charges
- 42646 Alternate payroll procedure
- 45103.5 Contracts for management consulting services; restrictions
- 49490-49493 School breakfast and lunch programs
- 49500-49505 School meals
- 49550-49564.5 Meals for needy students, especially:
- 49550.5 Universal breakfast
- 49554 Contract for services
- 49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

- 58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE
113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE
2000-2002 Responsive bidders
20111 Contracts

CODE OF REGULATIONS, TITLE 5
15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42
1751-1769j School lunch programs
1771-1793 Child nutrition, including:
1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2
200.56 Indirect costs, definition
200.317-200.326 Procurement standards
200.400-200.475 Cost principles
200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.33 National School Lunch Program
220.1-220.22 National School Breakfast Program
245.8 Nondiscrimination practices for students eligible for free and reduced price meals and free milk
250.1-250.70 USDA foods

Management Resources:

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California School Accounting Manual

Food Distribution Program Administrative Manual

Paid Lunch Equity Requirement and Calculation Tool-Updated Guidance for School Year 2019-20, NSD Management Bulletin, SNP-11-2019, May 2019

Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019

Senate Bill 250: Child Hunger Prevention and Fair Treatment Act of 2017 and USDA Meal Charge Policy Requirements, NSD Management Bulletin, SNP-05-2018, January 2018

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017

Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015

Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

School Meals - FAQs

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 38-2017, June 2017

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, SP 29-2017, May 2017

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

~~Legal Reference:~~

~~EDUCATION CODE~~

~~38080-38086 Cafeteria, establishment and use~~

~~38090-38095 Cafeterias, funds and accounts~~

~~38100-38103 Cafeterias, allocation of charges~~

~~42646 Alternate payroll procedure~~

~~45103.5 Contracts for management consulting services; restrictions~~

~~49490-49493 School breakfast and lunch programs~~

~~49500-49505 School meals~~

~~49554 Contract for services~~

~~49550-49564.5 Meals for needy students~~

~~49580-49581 Food recovery program~~

~~FOOD AND AGRICULTURE CODE~~

~~58595 Preference for California-grown agricultural products~~

~~HEALTH AND SAFETY CODE~~

~~113700-114437 California Retail Food Code~~

~~PUBLIC CONTRACT CODE~~

~~2000-2002 Responsive bidders~~

~~20111 Contracts~~

FOOD SERVICE OPERATIONS

~~CODE OF REGULATIONS, TITLE 5
15550-15565 School lunch and breakfast programs~~

~~UNITED STATES CODE, TITLE 42
1751-1769j School lunch programs
1771-1791 Child nutrition, including:
1773 School breakfast program~~

~~CODE OF FEDERAL REGULATIONS, TITLE 2
200.56 Indirect costs, definition
200.317-200.326 Procurement standards
200.400-200.475 Cost principles
200 Appendix VII Indirect cost proposals~~

~~CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program
220.1-220.21 National School Breakfast Program
250.1-250.70 USDA foods~~

~~Management Resources:~~

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~~Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD~~

~~Management Bulletin, FDP-01-2018, January 2018~~

~~Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent
Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-
2017, April 2017~~

~~Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast
Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management
Bulletin, USDA-SNP-06-2015, May 2015~~

~~Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013~~

~~Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October
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~~Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD
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~~U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS~~

~~FAQs About School Meals~~

~~Unpaid Meal Charges: Guidance and Q&A, SP-23-2017, March 2017~~

~~Indirect Costs: Guidance for State Agencies and School Food Authorities SP-60-2016,
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~~Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools,
September 2016~~

~~Unpaid Meal Charges: Local Meal Charge Policies, SP-46-2016, July 2016~~

~~Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016~~
~~Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014~~

~~WEB SITES~~

~~California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>~~

~~California School Nutrition Association: <http://www.calsna.org>~~

~~U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/end>~~

Board of Trustees

Approved: January 21, 1999

Revised: February 6, 2020

Revised: TBD

B

Business and Noninstructional Operations**Payments for Meals**

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the District's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the District's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the District's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

In order to avoid potential misuse of a student's Food Service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, ~~shall not require a student to pay a bill that appears to be the result of identity theft,~~ and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

Any payments made to a student's Food Service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

The District shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

Students who have unpaid meal charges shall be served a meal of their choice throughout the school year regardless of the level of debt incurred by the household. Such students shall not be overtly identified by the use of special tokens, tickets, or other means and shall not be shamed, treated differently, or denied a meal of their choice. (Education Code 49557, 49557.5)

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the District shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the District is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

The District may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

~~The District shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)~~

The District's efforts to collect debt shall be consistent with District policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The District shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the District may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, non potentially hazardous foods with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the Cafeteria Fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Board of Trustees shall be recorded as income and expenditures of the Cafeteria Fund. (Education Code 38090, 38091)

The Cafeteria Fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

Indirect costs charged to the Food Service program shall be based on either the District's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR 220.14)

U.S. Department of Agriculture Foods

The District shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The District shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and

training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the District's nonprofit food service account. (7 CFR 250.59)

~~The superintendent or designee shall ensure that food received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)~~

- ~~1. Are sanitary and free from rodent, bird, insect, and other animal infestation~~
- ~~2. Safeguard foods against theft, spoilage, and other loss~~
- ~~3. Maintain foods at proper storage temperatures~~
- ~~4. Store foods off the floor in a manner to allow for adequate ventilation~~
- ~~5. Take other protective measures as may be necessary~~

~~The superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.~~

~~USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfast or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the District's nonprofit food service account. (7 CFR 250.59)~~

Board of Trustees
Approved: February 6, 2020
Revised: TBD
B

Students

The Board of Trustees recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for District students. The Superintendent or designee shall coordinate and align District efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

School Wellness Council

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the District's student wellness policy. (42 USC 1758b; 7 CFR 210.31)

To fulfill this requirement, the Superintendent or designee may appoint a school wellness council or other District committee and a wellness council coordinator. The council may include representatives of the groups listed above, as well as health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

The Superintendent or designee may make available to the public and school community a list of the names, position titles, and contact information of the wellness council members.

The wellness council shall advise the District on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the council may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

Goals for Nutrition, Physical Activity, and Other Wellness Activities

The Board shall adopt specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing such goals, the Board shall review and consider evidence-based strategies and techniques. (42 USC 1758b; 7 CFR 210.31)

The District's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

The nutrition education program shall include, but is not limited to, information about the

benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program, before- and after-school programs, summer learning programs, and school garden programs.

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

The Board may enter into a joint use agreement or memorandum of understanding to make District facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

Professional development may be regularly offered to staff as appropriate to enhance their knowledge and skills related to student health and wellness.

In order to ensure that students have access to comprehensive health services, the District may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students.

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

Nutrition Guidelines for All Foods Available at School

For all foods and beverages available on each campus during the school day, the District shall adopt nutrition guidelines which are consistent with 42 USC 1758, 1766, 1773, and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

In order to maximize the District's ability to provide nutritious meals and snacks, all District schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the District may sponsor a summer meal program.

The Superintendent or designee shall provide access to free, potable water in the food service area during meal times in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water

and by serving water in an appealing manner.

The Board believes that all foods and beverages sold to students at District schools, including those available outside the District's reimbursable food services program, should support the health curriculum and promote optimal health. Nutrition standards adopted by the District for foods and beverages provided through student stores, vending machines, or other venues shall meet or exceed state and federal nutrition standards.

The superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes.

He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

School staff shall encourage parents/guardians or other volunteers to support the District's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

To reinforce the District's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day. (Education Code 49431.9; 7 CFR 210.31)

Program Implementation and Evaluation

The Superintendent designates the individual(s) identified below as the individual(s) responsible for ensuring that each school site complies with the District's wellness policy. (42 USC 1758b; 7 CFR 210.31)

Director of Food Services and Assistant Director of Food Services
(714) 999-3560

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every three years. (42 USC 1758b; 7 CFR 210.31)

The assessment shall include the extent to which District schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

The Superintendent or designee shall invite feedback on District and school wellness activities from food service personnel, school administrators, the wellness council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the District activities related to student

wellness. Such indicators may include, but are not limited to:

1. Descriptions of the District's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements
2. An analysis of the nutritional content of school meals served in all District programs, based on a sample of menus
3. Student participation rates in all school meal programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program
4. Extent to which foods and beverages sold on campus outside the food services program, such as through vending machines and student stores, comply with nutrition standards
5. Results of the state's physical fitness test at applicable grade levels
6. Number of minutes of physical education offered at each grade span.
7. A description of District efforts to provide additional opportunities for physical activity outside of the physical education program

In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the District's wellness policy conducted by the California Department of Education (CDE) every three years.

The assessment results of both the District and state evaluations shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus District resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

Notifications

The Superintendent or designee shall inform the public about the content and implementation of the District's wellness policy and shall make the policy, and any updates to the policy, available to the public on an annual basis. He/she shall also inform the public of the District's progress towards meeting the goals of the wellness policy, including the availability of the triennial District assessment. (Education Code 49432; 42 USC 1758b; 7 CFR 210.31)

The Superintendent or designee shall distribute this information through the most effective methods of communication.

Records

The Superintendent or designee shall retain records that document compliance with 7 CFR

210.31, including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the wellness policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR 210.31)

Legal Reference:

EDUCATION CODE

33350-33354 CDE responsibilities re: physical education
38086 Free fresh drinking water
49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act
49540-49546 Child care food program
49547-49548.3 Comprehensive nutrition services
49550-49562 Meals for needy students
49565-49565.8 California Fresh Start pilot program
49570 National School Lunch Act
51210 Course of study, grades 1-6
51210.1-51210.2 Physical education, grades 1-6
51210.4 Nutrition education
51220 Course of study, grades 7-12
51222 Physical education
51223 Physical education, elementary schools
51795-51798 School instructional gardens
51880-51921 Comprehensive health education

CODE OF REGULATIONS, TITLE 5

15500-15501 Food sales by student organizations
15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j National School Lunch Program, especially:
1758b Local wellness policy
1771-1793 Child Nutrition Act, especially:
1773 School Breakfast Program
1779 Rules and regulations, Child Nutrition Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.33 National School Lunch Program, especially:
210.31 Wellness policy

220.1-220.22 National School Breakfast Program

COURT DECISIONS

Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

Management Resources:**CSBA PUBLICATIONS**

Integrating Physical Activity into the School Day, Governance Brief, April 2016

Increasing Access to Drinking Water in Schools, Policy Brief, April 2013

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012

Physical Activity and Physical Education in California Schools, Research Brief, April 2010

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

Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009

Physical Education and California Schools, Policy Brief, rev. October 2007

School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CALIFORNIA PROJECT LEAN PUBLICATIONS

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

CENTER FOR COLLABORATIVE SOLUTIONS

Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security in Afterschool Programs, January 2015

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide, rev. 2012

FEDERAL REGISTER

Rules and Regulations, July 29, 2016, Vol. 81, Number 146, pages 50151-50170

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, rev. 2012

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Dietary Guidelines for Americans, 2016

WEB SITES

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

Action for Healthy Kids: <http://www.actionforhealthykids.org>

Alliance for a Healthier Generation: <http://www.healthiergeneration.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

California School Nutrition Association: <http://www.calsna.org>

Center for Collaborative Solutions: <http://www.ccscenter.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Dairy Council of California: <http://www.dairycouncilofca.org>

National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>

National Association of State Boards of Education: <http://www.nasbe.org>

School Nutrition Association: <http://www.schoolnutrition.org>

Society for Nutrition Education: <http://www.sne.org>

U.S. Department of Agriculture, Food Nutrition Service, wellness policy:

<http://www.fns.usda.gov/tn/Healthy/wellnesspolicy.html>

U.S. Department of Agriculture, Healthy Meals Resource System:

<http://healthymeals.fns.usda.gov>

Board of Trustees

Approved: April 13, 2009

Revised: March 27, 2014

Revised: December 2017

Revised: TBD

B

Business and Noninstructional Operations

The Board of Trustees recognizes its responsibility to monitor the District's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

The total amount budgeted by the District for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the District may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the District, the Board of Trustees may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the county auditor. (Education Code 42600)
2. Direct the temporary transfer of monies held in any District fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)
3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the District budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)
4. Specify amounts to be transferred by the county auditor and treasurer from the District's general fund to the special reserve fund during the fiscal year. If any special reserve funds are maintained for purposes other than capital outlay or if monies in the special reserve fund are not actually encumbered for ongoing expenses, the Board of Trustees may transfer those monies into the general fund for the general operating purposes of the District. If any monies remain in the special reserve fund at the conclusion of a project, the Board of Trustees may, by written request to the County Superintendent, auditor, and treasurer, transfer those monies to the District's general fund. (Education Code 42841-42843)
5. Transfer monies between other funds or accounts when authorized by law.

Legal Reference:

EDUCATION CODE

- 78 Definition, governing board
- 5200 Districts governed by boards of education
- 16095 Transfer of district funds to district state school building fund
- 41301 Section A state school fund allocation schedule
- 42125 Designated and unappropriated fund balances
- 42238-42251 Apportionments to districts, especially:
 - 42238.01-42238.07 Local control funding formula
- 42600 District budget limitation on expenditure
- 42601 Transfers between funds to permit payment of obligations at close of year
- 42603 Transfer of monies held in any fund or account to another fund; repayment
- 42840-42843 Special reserve fund
- 52616.4 Expenditures from adult education fund

Management Resources:

WEB SITES

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

Board of Trustees

Approved: TBD

B

Business and Noninstructional Operations

The Board of Trustees has a fiduciary responsibility to effectively manage and safeguard the District's assets and resources. All revolving cash funds shall be subject to the internal control procedures established by the District to prevent and detect fraud, financial impropriety, or irregularity and shall be maintained in accordance with law and the California School Accounting Manual.

The Superintendent or designee shall provide regular reports to the Board regarding the use of revolving funds and the results of any audits conducted on the funds.

Standard Revolving Cash Fund

Pursuant to Education Code 42800, the Board of Trustees has adopted a resolution establishing a revolving cash fund for use by the Assistant Superintendent-business. The fund shall be used only for the purposes specified in the Board of Trustees resolution which may include, but are not limited to, payment for services or supplies for which there is an urgent deadline or to reduce the need for issuing numerous small warrants.

The controller shall be covered by an individual bond or insurance in the amounts specified in law. He/she shall ensure that payments from the fund are for services or materials that are a legal charge against the District and that a receipt is obtained setting forth the date, payee, purpose of the expenditure, and amount expended. (Education Code 41021, 42801, 42801.5, 42804)

The Board of Trustees may at any time reduce or discontinue the revolving cash fund. (Education Code 42805)

Alternative Revolving Cash Fund

Pursuant to Education Code 42810, the Board of Trustees has adopted a resolution establishing a revolving cash fund for use by school principals and other administrative staff. The fund shall be used for materials related to classroom instruction.

The revolving cash fund for supplies shall be subject to the bonding provisions of Education Code 42801.

The principal or administrative staff member in whose name the revolving cash fund is created shall be responsible for all fund expenditures, subject to Board regulation. (Education Code 42810)

Legal Reference:

EDUCATION CODE

- 35160 Authority of governing boards
- 35250 Duty to keep certain records
- 38091 Cafeteria revolving accounts
- 41020 Audits of all district funds
- 41021 Requirement for employee's indemnity bond
- 41365-41367 Charter school revolving loan fund
- 42238 Revenue limits
- 42238.01-42238.07 Local control funding formula
- 42630-42652 Orders, requisitions, and warrants
- 42800-42806 Revolving cash fund
- 42810 Revolving cash funds; use; administrators
- 42820-42821 Prepayment revolving cash fund
- 45167 Error in salary

Management Resources:

WEB SITES

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>
Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Board of Trustees

Approved: January 1999

Revised: TBD

B

REVOLVING FUNDS**41006.05 (3314.2)-R****PURPOSE**

Alternative Revolving Cash ("ARC") funds are established for each school and some departments for making small purchases or expenditures for \$200 or less (amounts for which it is not practical to follow the required purchasing procedure of issuing a purchase order). All other District policies apply to ARC fund purchases. Purchases will be charged to a site, department, or categorical program budget which allows these expenditures.

ARC FUNDS - SECURITY AND CONTROLS

Each ARC fund is operated on the imprest system of accounting. This means that, at any given point in time, the ARC fund must contain receipts (with vouchers) and a checkbook balance that add up to the total amount for which the fund was originally established.

There is an ARC fund custodian, which shall be the Principal or District office administrator, assigned responsibility for each school's or department's fund.

Check stock for the ARC fund must be maintained under lock and key at all times. Expenditures from the fund must be pre-approved by the one person appointed ARC fund custodian for the school or department. Unannounced audits of ARC funds may be made at any time by the District's internal or external auditors.

All ARC fund checks are signed only by the custodian (Principal or District office administrator). Checks shall not be pre-signed.

SUPPORTING DOCUMENTATION

Each expenditure from ARC funds must be supported by a completed Cash Voucher (form #352) and original receipts (or vendor invoices) marked "PAID". Each Cash Voucher must contain the date, the name of the individual who is receiving the check payment, amount, budget account number, and school name.

All receipts must set forth the date, pre-printed vendor name/address, items purchased, and amount of the purchase. Adding machine tapes, cancelled checks, and credit card receipts by themselves do not constitute receipts. Evidence of receipt of the items is required for any items ordered from vendors.

TYPES OF EXPENDITURES

ARC Purchases can be made for:

1. Postage due or postage
2. Freight or express bills
3. Supplies or materials
4. Refunds on lost textbooks or library books
5. Admission tickets for field trips (with copy of approved Student Field Trip Request form)

ARC Purchases may not be made for:

1. Services, royalties, or wages
2. Travel expenses, registration fees, membership fees, or mileage
3. Anything that would not constitute a legal expenditure against the funds of the District or is not authorized under the California Education Code
4. Payments to individuals who do not submit itemized paid receipts for expenditures made on behalf of the District
5. Loans, I.O.U.'s, or advances
6. Items which are stocked in the District warehouse
7. Subscriptions
8. Payment for items lost, stolen, or damaged
9. Purchases from other district employees
10. Equipment or other capital items
11. Books for instructional purposes
12. Maintenance or operational items which require installation

REIMBURSEMENT OF ARC FUNDS

As needed by the school/department, but at least once per month, the ARC custodian will submit to Accounting all receipts and vouchers for reimbursement, along with any voided checks, in the Revolving Cash Fund envelope (form #628).

Each individual voucher must be listed on the front of the voucher envelope in the space provided. All other information must be provided as requested on the envelope, along with the reconciliation of the ARC fund. The total of the checkbook balance and the vouchers being submitted for reimbursement must equal the total for which the ARC fund was originally created.

The envelope must be signed by the secretary or person who completed it, and verified and approved by the ARC custodian (Principal or District office administrator).

A copy of the envelope or the amount being requested should be kept with the ARC checkbook until the reimbursement notice is sent by Accounting to the school/department.

Accounting will audit all receipts and vouchers and will prepare a check in the amount of the request for reimbursement if all requirements are met. The check will then be deposited into the bank account for that school/department. Schools/departments should allow approximately one week for reimbursement and retain enough of a checkbook balance to meet their needs until the reimbursement check is deposited.

Board of Trustees

Revised: TBD

B

Business and Noninstructional Operations

All or part of the special reserve fund of the District, or any surplus monies not required for the immediate necessities of the District, may be invested as allowed by law for public funds. (Education Code 41015; Government Code 16430, 53601-53609, 53635)

The Board of Trustees authorizes the District's chief fiscal officer to invest and reinvest such funds on behalf of the District. He/she shall make monthly reports of those transactions to the Board of Trustees. The Board of Trustees retains the right to revoke this authority at any time.

The Board of Trustees recognizes that the District's Assistant Superintendent has fiduciary responsibility for any funds invested outside the county treasury and is subject to prudent investor standards for investment decisions. As such, he/she shall act with care, skill, prudence, and diligence under the prevailing circumstances, including but not limited to the general economic conditions and the anticipated needs of the District. The investment objectives shall be to first safeguard the principal of the funds, then to meet the District's liquidity needs and, third, to achieve a return on the funds. (Government Code 53600.3, 53600.5)

The Board of Trustees recognizes the importance of overseeing investments made with District funds, including investments by the county treasurer. The Superintendent or designee shall maintain ongoing communication with any county committee established for the purpose of overseeing county investments. In addition, the Superintendent or designee shall keep the Board of Trustees informed about county policies that guide the investment of these funds.

Legal Reference:**EDUCATION CODE**

- 41001 Deposit of money in county treasury
- 41002 General fund deposits and exceptions
- 41002.5 Deposit of certain funds in insured institutions
- 41003 Funds received from rental of real property
- 41015 Authorization of and limitation investment of district funds
- 41017 Deposit of miscellaneous receipts
- 41018 Disposition of money received
- 42840-42843 Special reserve fund

GOVERNMENT CODE

- 16430 Eligible securities for investment of surplus money
- 17581.5 Mandates contingent upon state funding
- 27000.3 Fiduciary for deposits in county treasury
- 27130-27137 County treasury oversight committees
- 53600-53609 Investment of surplus
- 53630-53686 Deposit of funds, especially:
- 53635 Local agency funds; deposit or investment

INVESTING

- 53646 Treasurer reports and statements of investment policy
- 53852.5 Investment term for funds designated for repayment of notes
- 53859.02 Borrowing by local agency

Management Resources:

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION PUBLICATIONS
Local Agency Investment Guidelines, 2002, rev. 2004

WEB SITES

California State Treasurer's Office, California Debt and Investment Advisory Commission:
<http://www.treasurer.ca.gov/cdiac>

Board of Trustees

Approved: May 23, 1996

Revised: July 18, 1996

Revised: May 8, 1997

Reviewed: May 26, 1998

Reviewed: May 13, 1999

Revised: TBD

B

Business and Noninstructional Operations

The Board of Trustees recognizes the need to keep District schools free of drugs and alcohol in order to create a safe and healthy environment conducive to learning and promote student health and well-being. The Board prohibits the possession, use, or sale of drugs and alcohol at any time in District-owned or leased buildings, on District property, and in District vehicles, unless otherwise permitted by law.

The following substances are prohibited on all District property:

1. Any substance which may not lawfully be possessed, used, or sold in California
2. Cannabis or cannabis products (Health and Safety Code 11362.3; 21 USC 812, 844)
3. Alcoholic beverages, unless approved by the Superintendent or designee for limited purposes specified in Business and Professions Code 25608

Prescription medication, except for prescribed cannabis, may be administered at school in accordance with law, District policy and regulations, and written statements by the parent/guardian and the student's authorized health care provider as applicable.

Information about the District's drug- and alcohol-free schools' policy and the consequences for violations shall be communicated clearly to employees, parents/guardians, students, and the community.

Enforcement/Discipline

The Superintendent or designee shall take appropriate action to eliminate the possession, use, or sale of alcohol and other drugs and related paraphernalia in District facilities, on District property, in District vehicles, or at school-sponsored activities. As appropriate, he/she may direct anyone violating this policy to leave school property and/or refer the matter to law enforcement.

Students and employees who violate the terms of this policy may be subject to discipline and/or referred to assistance programs in accordance with law and Board policy.

Legal Reference:

EDUCATION CODE

- 44940 Compulsory leave of absence for certificated persons
- 44940.5 Procedures when employees are placed on compulsory leave of absence
- 45123 Employment after conviction of controlled substance offense
- 45304 Compulsory leave of absence for classified persons
- 48900 Suspension or expulsion (grounds)
- 48900.5 Suspension, limitation on imposition; exception
- 48901 Smoking or use of tobacco prohibited

48901.5 Prohibition of electronic signaling devices
48902 Notification of law enforcement authorities; civil or criminal immunity
48909 Narcotics or other hallucinogenic drugs
48915 Expulsion; particular circumstances

BUSINESS AND PROFESSIONS CODE

25608 Alcohol on school property; use in connection with instruction

GOVERNMENT CODE

8350-8357 Drug-free workplace

HEALTH AND SAFETY CODE

11053-11058 Standards and schedules
11353.6 Juvenile Drug Trafficking and Schoolyard Act
11362.1 Possession and use of cannabis, persons age 21 and over
11362.3 Limitations on possession and use of cannabis
11362.79 Limitations on medical use of cannabis
104559 Tobacco use prohibition

PENAL CODE

13860-13864 Suppression of drug abuse in schools

VEHICLE CODE

13202.5 Drug and alcohol related offenses by person under age of 21, but aged 13 or over;

UNITED STATES CODE, TITLE 20

7101-7122 Student Support and Academic Enrichment Grants

UNITED STATES CODE, TITLE 21

812 Schedules of controlled substances
844 Penalties for possession of controlled substance

UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

COURT DECISIONS

Ross v. RagingWire Telecommunications, Inc., 42 Cal. 4th 920 (2008)

Board of Trustees

Approved: May 10, 1990

Revised: May 1993

Revised: June 1998

Revised: August 1999

A

Revised: TBD

B

Business and Noninstructional Operations

The Board of Trustees authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by District staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as independent contractors may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor. A person, firm, or organization shall be considered an employee rather than an independent contractor unless the District is able to demonstrate that all of the following conditions have been met: (Labor Code 2750.3)

1. The person or entity is free from the control and direction of the District in connection with the performance of the work.
2. The person or entity is performing work that is outside the usual course of the District providing educational services.
3. The person or entity is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

Specific statutory exceptions to this analysis for the determination of whether a person, firm, or organization is an independent contractor may apply. (Labor Code 2750.3)

All consultant contracts shall be brought to the Board for approval.

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the District who is subject to the filing requirements in the District's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the District, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the District.

The Board prohibits the harassment of an independent contractor by any District employee or by any other person with whom the independent contractor comes in contact during the course of employment with the District. Additionally, the Board prohibits the harassment of a District employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable District complaint procedures. (Government Code 12940)

Legal Reference:

EDUCATION CODE

- 220 Prohibition of discrimination
- 10400-10407 Cooperative improvement programs
- 17596 Limit on continuing contracts
- 35010 Control of districts; prescription and enforcement of rules
- 35172 Promotional activities
- 35204 Contract with attorney
- 44925 Part-time readers employed as independent contractors
- 45103 Classified service in districts not incorporating the merit system
- 45103.5 Contracts for food service consulting services
- 45134-45135 Employment of retired classified employee
- 45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

- 12940 Unlawful employment practices
- 53060 Contract for special services and advice
- 82019 Designated employee
- 87302 Conflict of interest code

LABOR CODE

- 2750.3 ABC three-part test: employees and independent contractors

UNEMPLOYMENT INSURANCE CODE

- 606.5 Determination of employment status
- 621 Employer and employee defined

CODE OF REGULATIONS, TITLE 2

- 18700.3 Consultant

COURT DECISIONS

Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903
S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

Board of Trustees
February 11, 1982
Revised: March 8, 1990
Reviewed: April 1993
Revised: February 1995
Revised: January 2005
E
Revised: TBD
B

1.0 PURPOSE

To clearly define those persons or firms who are independent contractors and are not considered employees of the school district. This may be a person or firm who: is contracted to perform specific services for the school district; retains control over how the job is performed; and meets the requirements of the Internal Revenue Service (IRS), State Teachers Retirement System (STRS) and the Public Employees Retirement System (PERS) for independent contractor status.

- 1.1 No person or firm may be retained in an independent contractor status, such as professional consultant, resource person, or student service provider if such person or agency will directly influence decisions which will benefit him/her financially.
- 1.2 A professional consultant is an independent contractor who is retained to provide opinions and advice in financial, economic, accounting, engineering, legal, or administrative matters.
- 1.3 A resource person is an independent contractor who is a recognized expert in the field with a level of talent and skill not available in the school district and who provides services for instructional programs and instructional support programs.
- 1.4 A student service provider is an independent contractor who provides direct pupil services.

2.0 Current Employees, Retired Employees and Employees of Other Public Agencies

- 2.1 Current employees of the school district, including employees on a leave of absence, may not be retained as independent contractors. They may provide additional services as employees of the school district. Teachers and other certificated staff may work outside their contract day for specific in-service presentations, curriculum writing, and other instructional tasks, earning the hourly miscellaneous pay rate. Classified employees must be paid time and one-half for all time worked over 8 hours a day or 40 hours a week, with the exception of irregular ASB activities, which are excluded under the Fair Labor Standards Act. ASB activities will be paid on a unit basis on the regular time sheet of classified and certificated employees of the school district.
- 2.2 Retired district employees must be regarded as "Employees" and processed through the appropriate personnel office for employment. Retired employees are subject to their retirement system's earnings limitation and deductions for social security, Medicare, and other employment taxes as required by law.
- 2.3 Employees of other public agencies who serve as professional consultants, resource persons, or student service providers are required to certify as part of the consultant agreement that they will not receive salary or remuneration, other than

vacation pay, from any other public agency for the specified calendar days worked, on a form provided by the district.

3.0 Other Requirements

- 3.1 Student service providers who work directly with students must provide evidence of tuberculosis clearance as required by law.
- 3.2 The principal or department head requesting the services of a professional consultant, resource person, or student services provider will complete all required documents, at least two weeks prior to the actual start date. All for review by the Human Resources Department, to determine if the person or firm shall be classified as an independent contractor or as an employee.
- 3.3 Pay rates for independent contractors will be determined by grant monies available, budget of individual schools or departments, and the services to be provided, and will require pre-approval of the Board of Trustees.
- 3.4 Independent contractors will be evaluated on forms provided by the school district. District employees who are responsible for the obtaining of services of independent contractors will also be responsible for their evaluation.
- 3.5 An independent contractor rendering service that does not require a teaching or administrative credential must obtain the approval of the Personnel Commission to perform such services.

Board of Trustees
February 11, 1982
Revised: March 8, 1990
Reviewed: April 1993
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Revised: TBD
B

Business and Noninstructional Operations

The Board of Trustees believes everyone has a responsibility to be a steward of the environment and desires to integrate environmental accountability into all District programs and operations. The Superintendent or designee shall develop strategies to promote District use of "green" school principles and practices in order to conserve natural resources, reduce the impact of District operations on the environment, and protect the health of students, staff, and the community.

In developing such strategies and assessing the environmental conditions in District facilities and operations, the Superintendent or designee shall involve staff at all levels and with varying job responsibilities, including administrators, certificated staff, and classified staff. As appropriate, the Superintendent or designee may also consult with health professionals; representatives of local governmental agencies, utilities, solid waste and recycling companies, and community organizations; and/or others with expertise.

In selecting and prioritizing strategies, the Superintendent or designee shall give consideration to long-term potential cost savings, initial costs, feasibility of implementation, quality and performance of the product or service, health impacts, environmental considerations, and potential educational value.

District strategies may include, but are not limited to:

1. Reducing energy and water consumption, and using renewable and clean energy technologies and alternatives when available
2. Establishing recycling programs in District facilities
3. Reducing the consumption of disposable materials by reusing materials and by using electronic rather than paper communications when feasible
4. Using environmentally preferable products and services whenever practical, including, but not limited to, products that:
 - a. Minimize environmental impacts, toxins, pollutants, odors, and hazards
 - b. Contain postconsumer recycled content
 - c. Are durable and long-lasting
 - d. Conserve energy and water
 - e. Reduce waste
5. Using least toxic, independently certified green cleaning products when feasible, as well as high-efficiency cleaning equipment that reduces the need to use chemicals

6. Providing professional development to maintenance staff in the proper use, storage, and disposal of cleaning supplies
7. Using effective, least toxic pest management practices for the control and management of pests
8. Ensuring that any construction of new facilities complies with green building standards pursuant to 24 CCR 101.1-703.1, and focusing on sustainability and student health in the design and implementation of facilities modernization projects
9. Reducing vehicle emissions by:
 - a. Encouraging students to walk or bicycle to school or to use District or public transportation
 - b. Using reduced or zero emission school buses and vehicles and providing accompanying infrastructure such as charging stations as financially feasible
 - c. Limiting unnecessary idling of school buses in accordance with 13 CCR 2480
10. Implementing green school practices in the District's food service programs as financially and practically feasible by:
 - a. Providing fresh, locally sourced, unprocessed, food, including plant-based options, when available
 - b. Reducing food packaging and using packaging that is recyclable and/or biodegradable
 - c. Utilizing reusable products
 - d. Maintaining a system for food waste, such as composting
 - e. Providing sharing tables where unused cafeteria food items may, in accordance with Health and Safety Code 114079, be returned for student use or donated to a food bank or other nonprofit charitable organization
11. Integrating green school practices and activities into the educational program by providing instruction to students on the importance of the environment, involving students in the implementation and evaluation of green school activities and projects as appropriate, and utilizing green school activities and projects as learning tools

Legal Reference:

EDUCATION CODE

8700-8707 Environmental education

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

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

17608-17614 Healthy Schools Act of 2000

32370-32376 Recycling paper

33541 Environmental education

101012 Kindergarten through 12th grade school facilities program

FOOD AND AGRICULTURAL CODE

13180-13188 Healthy Schools Act of 2000

HEALTH AND SAFETY CODE

114079 General food safety requirements; unused or returned food

PUBLIC CONTRACT CODE

12400-12404 Environmentally preferable purchasing

PUBLIC RESOURCES CODE

25410-25422 Energy conservation assistance

40050-40063 Integrated waste management act

42630-42647 Schoolsite source reduction and recycling assistance program

CODE OF REGULATIONS, TITLE 2

1859.70.4 Funding for high performance incentive grants

1859.71.6 Additional grant for high performance incentive, new construction

1859.77.4 Additional grants for high performance incentive, site and modernization

CODE OF REGULATIONS, TITLE 5

14010 Standards for school site selection

CODE OF REGULATIONS, TITLE 13

2480 Limitation to school bus idling and idling at schools

CODE OF REGULATIONS, TITLE 24

101.1-703.1 Green building standards

Management Resources:

CALIFORNIA AIR RESOURCES BOARD PUBLICATIONS

School Bus Fleet Webinar, April 20, 2018

COLLABORATIVE FOR HIGH PERFORMING SCHOOLS PUBLICATIONS

CHPS Best Practices Manual

GLOBAL GREEN USA PUBLICATIONS

Healthier, Wealthier, Wiser: A Report on National Green Schools

GREEN SCHOOLS INITIATIVE PUBLICATIONS

Green Schools Buying Guide

HEALTHY SCHOOLS CAMPAIGN PUBLICATIONS

The Quick and Easy Guide to Green Cleaning in Schools, 2nd ed., 2008

WEB SITES

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

California Air Resources Board: <http://www.arb.ca.gov>

California Department of General Services, Green California: <http://www.green.ca.gov>

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

Collaborative for High Performance Schools: <http://www.chps.net>

Global Green USA: <http://www.globalgreen.org>

Green Schools Initiative: <http://www.greenschools.net>

Healthy Schools Campaign: <http://www.healthyschoolscampaign.org/programs/gcs>

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

U.S. Green Building Council, LEED Green Building Rating System: <http://www.usgbc.org>

Board of Trustees

Approved: TBD

B



May 26, 2020

Jennifer Root
Assistant Superintendent - Business Services
Anaheim Union High School District
501 N. Crescent Way
Anaheim, California 92803

Dear Jennifer,

Congratulations! Share Our Strength's No Kid Hungry Campaign is pleased to award a grant of **\$25,000.00 to Anaheim Union High School District**. The purpose of this grant is to support your critical work to bring nutritious meals to kids and families in response to the coronavirus emergency, as described in your proposal, which is attached for your convenience. Please note that this grant is generously funded by Albertsons.

Please note:

- We want to make sure you receive email communications about your grant. To make sure you get our messages, please whitelist grantshelpdesk@strength.org. Ask your IT administrator if you need assistance with this.
- Funding will be dispersed via an electronic funds transfer. You must be able to provide your banking information (below) in order for your organization to receive award funding. Paper checks will not be issued. Please contact grantshelpdesk@strength.org if you have any questions.

To help your organization sustain emergency food relief services through the coronavirus pandemic and potential threat of staff testing positive, we recommend developing a sustainability plan as soon as possible if you haven't done so already. Attached is a resource that we hope you will find helpful including staff safety, emergency communications, and meal distribution best practices: "Tips for Maintaining Meal Service Operations During the Coronavirus."

Agreement Period

It is our understanding that you will report on your program at the end of your grant period, due on September 30, 2020. Please reach out to your No Kid Hungry program or grant contact if you encounter challenges or delays starting your program on time, meeting the objectives outlined in your proposal, or spending the grant funds before the end of the grant year.

Use of Grant Funds

Grant funds may be used only for the budget items you outlined in your proposal. Funds must be spent by September 30, 2020. Budget changes may be requested in advance, in writing, to Share Our Strength by emailing GrantsHelpDesk@strength.org with your organization's name and budget request. Improper or unauthorized use of grants funds may result in a request to return all or part of the grant funds.

Reporting Requirements

By accepting these grant funds, you agree to provide us with a one-time report following your grant period accessible via the No Kid Hungry Online Grants Portal at <https://nokidhungrygrants.force.com>.

You also agree that Share Our Strength has the right to use data, publications, and stories submitted in these reports. The applicant has listed a Point of Contact in your organization as the contact responsible for reporting; they will receive reminders to complete reporting and are required to do so. If your organization wishes to change the reporting contact, please email GrantsHelpDesk@strength.org with organization and updated contact information.

Site Visits and Publicity Efforts

As a condition of this grant, your organization agrees to participate in site visits and/or publicity efforts relating to this grant, by either Share Our Strength or any additional funders of this grant noted in this agreement. Please note that all such site visits or publicity efforts will be coordinated in advance and with consideration of your organization's availability and schedule.

Commitment to Anti-Discrimination and Diversity

Share Our Strength has a zero-tolerance policy toward all forms of unlawful discrimination and harassment by or towards staff and volunteers, including but not limited to sexual harassment, and no form of unlawful discrimination by or towards any employee, member, volunteer, or other person in our workplace or jobsites will be tolerated. It is our belief that every person shall be treated fairly and with respect regardless of such things as race, color, religion, sex, sexual orientation, gender identity, national origin, disability status, veteran status, age, or socio-economic status. Anaheim Union High School District acknowledges and agrees that it shall comply with all applicable federal and state laws prohibiting discrimination and/or harassment in its programs, activities, hiring or employment practices and within all activities conducted under this grant and partnership agreement.

Changes in Programming and Tax-Exempt

Please immediately notify your Share Our Strength program or grant contact of any change in your tax-exempt status or if you encounter challenges or delays starting your program on time, meeting the objectives outlined in this agreement, spending the grant funds before the end of the grant agreement period. This grant is contingent on your organization's ability to implement the objectives as outlined in this agreement. Grantees who are no longer tax-exempt or are unable to implement their grant are required to notify Share Our Strength and return the full grant amount or remaining unspent grant funds at Share Our Strength's discretion.

Compliance with Laws

Grantee represents that it will perform its obligations hereunder in full compliance with all applicable federal, state and local laws and regulations.

Termination of Grant

Share Our Strength reserves the right to terminate this Agreement if Share Our Strength determines, in its sole reasonable opinion, that Grantee is unable to fulfill the terms or purposes of this Agreement.

If you have questions about any of the conditions described in this letter, or about your grant in general, please contact Liz Evancho, Director of Grants Administration, at eevancho@strength.org. I offer you my thanks for your daily efforts to end childhood hunger. Share Our Strength is pleased to support your important work and looks forward to hearing about your progress.

Sincerely,

Tom Nelson

Tom Nelson
President & CEO

ACH (Bank to Bank) Grant Deposit Information

Please fill-in the banking information below to receive your grant funds via direct bank deposit to your school district or organization. We cannot process any grant payments with missing fields or blank signature.

BANK NAME: Farmers and Merchants Bank

BANK ADDRESS: 10422 W. Garden Grove Blvd., Garden Grove, CA 92843

(9) DIGIT ROUTING NUMBER: 122201198

DEPOSITOR ACCOUNT NAME: Anaheim Union High School District Cafeteria Account

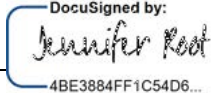
DEPOSITOR ACCOUNT NUMBER: 4098323

TYPE OF ACCOUNT: Checking

The information being collected on this form will be used by Share Our Strength to securely transmit payment data, by electronic means, to your organization's financial institution. By checking this box, you agree that the above ACH payment information listed is accurate and that you are an authorized representative of your organization permitted to share this ACH payment information.

Authorizing Signature

Signing the below indicates your agreement to all grant requirements and authorizes a bank transfer of the grant amount stated in this letter.

Signature:  _____
4BE3884FF1C54D6...

Date: 5/27/2020

Print Name: Jennifer Root

Title: Assistant Superintendent, Business

Organization Name or School District: Anaheim Union High School District



Planning for Emergencies and Ensuring Staff Safety

Tips for Maintaining Meal Service Operations During the Coronavirus

This document was last updated on 4/7/2020 and will continue to be updated.

For information on program options and waivers to support meal service during school closures related to the coronavirus, see this [FAQ](#). For more ideas on meal distribution models, logistics, and promotion, see [Emerging Strategies and Tactics for Meal Service During School Closures](#).

Staffing and Emergency Planning

- Assess staff ability to work and their ability to work at different locations as needed.
- If needed, request help from other employees within your organization who may not have work right now, such as administrators, afterschool activity providers, or coaches.
- If short-staffed during extended closures, look into hiring laid off restaurant or food service employees, whether as contractors, temporary employees, or permanent staff.
- Create an emergency staffing plan and contingency plan for closures.
 - Ideally, avoid maxing out staff capacity from the start.
 - If permitted to serve meals for multiple days at one time, consider consolidating meal preparation and distribution to one or two times per week in order to limit staff exposure.
 - If possible, spread out meal preparation across multiple kitchen or locations so that others are available if one location needs to be closed down.
 - Identify staff who can serve as back-ups should an employee become unable to work or an entire team needs to be quarantined.
 - Create a plan for covering operations or distribution at sites affected by closures, like sanitizing kitchens and pulling in back-up staff, or building up capacity at other kitchen locations and serving the site as a stop on a delivery route.

Emergency Communications

Develop a communication plan for notifying staff, the state agency, local public health officials, and the general public should a site need to close due to detection of COVID-19 among staff.

- Share your communication plan with your organization's or district's leadership team, including the Superintendent and School Board.
- Defer to the guidance of local public health officials, but likely, staff who worked with the affected staff member will need to self-quarantine and monitor for symptoms for 14 days.
- Activate your emergency staffing plan.
 - In addition to contacting staff, determine whether any vendors or partners need to be alerted in order to redirect deliveries or change other operations.

- If unable to cover to gap created by the site or kitchen closure, coordinate with other program operators or vendors who can serve those sites or families.
- If needed, ask the state agency for support identifying alternative operators or vendors who could help to fill the gap.
- Tell the state agency if and how your operations are changing to cover meal distribution for the affected site or sites served by the affected kitchen.
- Share details about any changes in operations with your organization's or district's communications team in order to notify the public and make any necessary changes to site listings. Or, provide information about other meal distribution sites or resources.
- Notify anyone who may have come to the affected site about the detection of COVID-19, precautions taken, and if and how operations are changing to cover meal distribution.
 - For schools, this may include parent email, robocall, or texting systems along with the school and/or district's social media accounts and website.
 - For non-school sites, this may include signs posted at the meal distribution site along with the site and/or sponsor's social media accounts and website.

Staff Safety

- If your school, district, or organization has a nurse on staff, ask for support with health education for staff or proactively asking employees about symptoms.
- Ensure that staff understand the importance of not coming to work while sick or under self-quarantine due to possible exposure.
 - Remind staff that they may still transmit COVID-19 without or before developing symptoms, which can take up to 14 days from the time of exposure.
- Encourage frequent handwashing for at least 20 seconds each time.
 - Allow staff to take needed time for handwashing before beginning work and after sneezing or touching their phone or face.
 - Refer to the [Centers for Disease Control](#) for guidance and resources.
- Provide gloves and urge staff to change them as needed, like after touching their face.
- In accordance with [Centers for Disease Control guidance](#), provide masks for staff, both those preparing meals and those distributing them.
 - Request support from community members who could sew reusable cloth masks.
 - Ask if maintenance staff have masks or other protective equipment they could share, or see if masks are on hand for craft or construction activities.
- Regularly sanitize hard surfaces, especially in high-touch or high-traffic areas, both in preparation areas and where distribution occurs.
- Allow staff to stay distanced during meal preparation to the greatest extent possible.
 - Space out work stations and move as many activities as possible, like bagging or assembly, out of cramped kitchens and into unused spaces like the cafeteria.

- Have just one individual responsible for each task or workstation.
- Limit how many staff access storage areas or large equipment like refrigerators.
- Deliver needed items to workstations rather than handing them off personally.
- Refer to LunchAssist.org's [COVID-19 page](#) for additional safety and distancing resources, including signs and infographics that you can post for staff.

Meal Distribution Logistics

- Implement appropriate safety and distancing measures for your distribution model.
 - Arrange for no-contact meal distribution that maintains six feet of distance between staff and families by using tables or carts, or placing meals directly into the trunk of vehicles, rather than personally handing out meals.
 - Ensure that families stay spaced out while waiting for meals.
 - Try using chalk, tape, or traffic cones to mark out six feet and show how far apart families should wait.
 - Extend or stagger pick-up times to minimize crowds.
 - If approved, distribute meals for more than one day at a time to minimize contact.
- For schools, offer no-contact direct home delivery for families that have tested positive for COVID-19, are experiencing symptoms, need to self-quarantine, or have conditions that prevent them from leaving home. Or, refer those families to other food resources.



Emergency Response Program Application
Anaheim Union High School District

Submitted By: Orlando Griego
Submission Date: 04/17/2020

INTRODUCTION

Please note, if awarded funding, Share Our Strength is only able to distribute funding via Electronic Funds Transfer and not via paper checks. We apologize for any inconvenience this may cause and thank you for your patience as we navigate our internal staff response to COVID-19.

Purpose:

Share Our Strength's No Kid Hungry Campaign is offering funding to nonprofit organizations, schools, local government agencies, and other eligible organizations who are providing meals, emergency food, and support to ensure kids get the nutritious food they need even as schools close and parents face financial strain as a result of COVID-19. We will accept grant applications only from organizations that have been invited to apply for this funding, and applications will be awarded on a rolling basis.

Funding requests may include, but are not limited to:

- Transportation costs for non-congregate meals and home delivered meals
- Staffing costs associated with emergency and extended meal service
- Food costs for emergency meal programs, school pantries, community pantries, and backpack programs
- Other community-specific or pressing needs identified by local partners and school districts

Grant Award Range

- Grant Minimum: \$5,000
- Grant Maximum: \$50,000

Additional Support Provided by No Kid Hungry:

Share Our Strength is committed to the long-term success of our grantees. In addition to the grant, please visit [No Kid Hungry's Center for Best Practices](#) for additional resources on how to ensure that children have the nutrition they need during school closures related to COVID-19.

Reporting Requirements:

You will be required to complete a report by September 30, 2020 on the following if funded:

- Participation Data, if applicable
- Final Narrative Report
- Final Financial Report

Have Questions?

For any questions about eligibility requirements and program guidelines for these grants, please contact the No Kid Hungry grants team at GrantsHelpDesk@strength.org.

APPLICANT DETAILS

Is your organization a school or other nonprofit or community organization?

School

We'd like to better understand the population of the area you are serving. If you are a school, what percentage of your school district is eligible for free/reduced price lunch? If you are an organization, please estimate what percentage of students are eligible for free/reduced price lunch in the areas you plan to reach through this grant funding? If necessary, please refer to the USDA's capacity builder <http://www.fns.usda.gov/capacitybuilder>.

70% and higher

Is your organization a sponsor for the SFSP Summer Meals or NSLP Seamless Summer program?

true

IMPLEMENTATION STRATEGIES

Provide a concise description of the project you are proposing. (2-3 sentences maximum)

We are providing emergency meals at eight distribution centers (schools). To that end, we continue to identify needed equipment and tools that will enable the Food Services Team to provide meals in a safe manner. The equipment and tools vary from EZ Up Canopies, to tables, to stanchions, to coolers for meals.

Please provide 1-2 primary objectives for this program area, and how your grant funds will help support these objectives. Well written objectives will be specific, measurable, achievable, relevant, time-specific, and include a brief description of your distribution plan.

Objective 1:

Provide EZ Up shade structures to protect employees from the elements, whether those elements are the sun, rain or a combination of both. Provide stanchions to sites to ensure social distancing protocols are followed. EZ Ups and stanchions will continue to be used in the Fall as we continue to address the effects of COVID-19 when school is reopened.

Objective 2:

Provide coolers or similar to ensure meals are kept at the proper temperature. Coolers and similar equipment will continue to be used in the Fall as we continue to address the effects of COVID-19 when school is reopened.

How many total meals per day do you anticipate serving during the emergency response period?

12,000

Which of the following meal types do you plan to serve across all distribution sites? Please select all that apply.

Breakfast;Lunch

What days of the week will your organization distribute meals? If your organization has more than one site distributing meals and their days of operation will vary, please choose all days of the week applicable across distribution sites. Select all that apply.

Monday;Tuesday;Wednesday;Thursday;Friday

Which of the following marketing tactics, if any, do you plan to implement this year?

Market site locations at community centers, events, etc.;Texting and other site-locator resources;Contact families participating in other social assistance programs;Work with schools to promote your site location (e.g., backpack flyers);Work with community members as promotional partners;Parent text messages;e-newsletters;Websites;Social Media

Please provide information on your community and the specific needs your project will address. Please include any relevant demographic information about the population you are trying to reach, such as age, income, and and race/ethnic composition including persons of color, immigrant families, and tribal communities.

Our outreach is through the Seamless Summer Program (age 1 - 18, open sites) and our target demographic has been those students who qualify for Free & Reduced Price meals. We selected sites that enabled us to reach the widest number of needy students while ensuring we had adequate storage and preparation space.

Which of the following communities will be impacted by this grant funding. Please select all that apply:

Urban

List other organizations, if any, you are working with on the project and the role of each.

Other organizations, such as Second Harvest and Saddleback Church, have utilized our non meal distribution campuses for outreach to the community (food banks).

BUDGET

1. **Category:** Meal service supplies

Budget Request Description: Purchase 14 EZ Up Canopies: protect staff and food from the elements, including sun and rain. Each canopy provides 100 sq. feet of shaded area.

Estimated Cost of Item: \$2,464.00

2. **Category:** Meal service supplies

Budget Request Description: Purchase 30 stanchions to ensure social distancing and crowd control.

Estimated Cost of Item: \$2,940.00

3. **Category:** Meal service supplies

Budget Request Description: Purchase 14 large coolers on wheels to maintain the temperature of school meal beverages. 82.0 qt., Marine Chest Cooler, Up to 6 days Ice Retention

Estimated Cost of Item: \$1,960.00

4. **Category:** Meal service supplies

Budget Request Description: Purchase 18 6' tables for meal service (placement and staging of meals).

Estimated Cost of Item: \$2,850.00

5. **Category:** Food service equipment/appliances

Budget Request Description: Purchase 7 portable handwashing sinks to ensure employees are able to properly wash and sanitize their hands as well as their equipment.

Estimated Cost of Item: \$18,956.00

6. **Category:** Food service equipment/appliances

Budget Request Description: Purchase 16 Cambro food cabinets to be used for the safe storage of food, ensuring food is kept at the proper temperature (hot and cold).

Estimated Cost of Item: \$20,640.00

7. Category:

Budget Request Description:

Estimated Cost of Item:

8. Category:

Budget Request Description:

Estimated Cost of Item:

9. Category:

Budget Request Description:

Estimated Cost of Item:

Budget Request Total: \$49,810.00

ADDITIONAL CONTACTS

Reporting Contact:

Are you the person who will be responsible for reporting grant progress on behalf of the school district?

Yes

If another person will be reporting grant progress on behalf of the school district, please share their name and contact information:

Name: Orlando Griego

Title: Director - Food Services

Email: griego_o@auhsd.us

Phone: (714) 999-3560

Person Authorized to Sign a Grant Agreement Letter for this Grant:

Name: Jennifer Root

Title: Assistant Superintendent - Business Services

Email: root_j@auhsd.us

Phone: (714) 999-3555

APPLICATION TEAM

Contact	Primary Role
William Canseco-Gomez	Reporting Contact
Tiffanie Bas	Reporting Contact
Orlando Griego	Applicant

GRANT REQUIREMENTS

If awarded funding, I understand I will be required to

- **Expend the grant award**
 - **within one year of grant award letter (or later if approved in writing), and**
 - **solely for the purpose(s) approved in grant award letter.**
- **Submit reports at the end of each quarter that describe how I used the grant money, observations on my school breakfast program, and participation numbers. Specific reporting requirements will be communicated at the time of grant award notification.**
- **Permit a representative from No Kid Hungry to visit my program at a convenient date(s) to see my school breakfast program in action.**
- **Cooperate, if asked, with a representative from No Kid Hungry to publicize the grant award and how it has contributed to the success of my school breakfast program.**
- **Understand that grants may be funded through corporate partners working with Share Our Strength and the No Kid Hungry Campaign. You will be notified immediately if corporate partners are sponsoring this opportunity.**

I agree

ADDENDUM TO TRANSPORTATION CONTRACTOR AGREEMENT

This Addendum is hereby entered into between the Greater Anaheim Special Education Local Plan Area, hereinafter referred to as "SELPA" and Anaheim Union High School District, hereinafter referred to as "Contractor."

WHEREAS, SELPA and Contractor entered into an Agreement on or about July 1, 2019;

WHEREAS, Contractor furnishes, operates, and maintains school busses and drivers for the transportation of pupils within the SELPA [e.g. on an as requested basis];

WHEREAS, California Governor Newsom declared a State of Emergency due to COVID-19 on March 5, 2020;

WHEREAS, the World Health Organization declared COVID-19 to be a pandemic on March 11, 2020;

WHEREAS, as a result of the COVID-19 pandemic, on March 13, 2020 the SELPA closed its schools;

WHEREAS, state legislation, Senate Bill 117, states that it is the intent of the Legislature that school SELPAs that receive hold harmless apportionments ensure that their employees and contractors are paid, as reasonably anticipated as if schools had not closed;

WHEREAS, federal legislation, H.R. 748, provides funding for an Education Stabilization Act that requires school districts and SELPAs, to the greatest extent practicable to continue to pay its contractors;

WHEREAS, the purpose of the continued payments to contractors is to ensure that essential contractors remain in business and the employees of contractors continue to receive their regular salaries;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

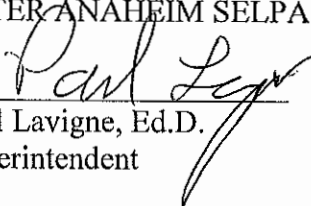
1. Contractor shall provide SELPA with a certified payroll list of all of its employees employed since September 1, 2019.
2. Contractor shall certify that the funds it will receive from SELPA will be utilized to pay the regular salary of all of its employees and that Contractor shall not layoff any of its employees.
3. Contractor shall resume providing transportation services to SELPA when schools reopen, or earlier if required by the SELPA.
4. Contractor shall submit an invoice for its services for March, April, May, and June, 2020, based on the rates in the current contract minus expenses that will not be incurred due to the closure of schools, including, but not limited to, fuel costs, vehicle maintenance and repairs,

mileage fees, and other expenses. The invoices shall only include home to school and school to home routes that existed as of the date of school closures.

5. Contractor shall not submit invoices for and the SELPA shall not pay for any of the following:
 - a) Any days that the SELPA schools were scheduled to be closed pursuant to the 2019-2020 school calendar as it existed prior to school closures due to COVID-19.
 - b) Any field trips funded by parent organizations, as these field trips will likely be rescheduled in the next school year and funds collected for these postponed field trips have been refunded.
 - c) Any transportation associated with school sponsored extracurricular activities including, but not limited to, field trips and athletic competitions.
6. Each invoice shall provide a breakdown of how fees were calculated, what expenses were deducted, and a list of the salary payments made to each employee, including the name of each employee, address and phone number, and gross amount paid to each employee.
7. After reviewing the invoices provided by Contractor, the SELPA shall pay Contractor monthly on the same dates as if services were being provided.
8. During the term of this Addendum, SELPA reserves the right to request that Contractor provide transportation services should SELPA require such services in providing distance learning.
9. If Contractor is eligible to apply for or receive any funds from federal or state government providing relief due to COVID-19, Contractor will make a good faith effort to apply for such funds. Should Contractor receive any funds from the federal or state government providing relief due to the COVID-19 crisis, Contractor shall reimburse SELPA in the amount received up to the amount the SELPA paid through this Addendum.
10. Should a court or other administrative agency determine that providing payment as herein provided is deemed a gift of public funds under the California Constitution, the SELPA reserves the right to seek reimbursement for all payments provided pursuant to this Addendum.
11. This Addendum expires on June 30, 2020.

Dated: June 18, 2020

GREATER ANAHEIM SELPA

By: 
Paul Lavigne, Ed.D.
Superintendent

ANAHEIM UNION HIGH SCHOOL
DISTRICT

By: _____
Jennifer Root, Ed.D.
Assistant Superintendent, Business

ADDENDUM TO TRANSPORTATION CONTRACTOR AGREEMENT

This Addendum is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “District” and Blessed Transportation , hereinafter referred to as “Contractor.”.

WHEREAS, DISTRICT and Contractor entered into an Agreement on or about October 10, 2019;

WHEREAS, Contractor furnishes, operates, and maintains school busses and drivers for the transportation of pupils within the District [e.g. on an as requested basis];

WHEREAS, California Governor Newsom declared a State of Emergency due to COVID-19 on March 5, 2020;

WHEREAS, the World Health Organization declared COVID-19 to be a pandemic on March 11, 2020;

WHEREAS, as a result of the COVID-19 pandemic, on March 13, 2020 the DISTRICT closed its schools;

WHEREAS, state legislation, Senate Bill 117, states that it is the intent of the Legislature that school DISTRICTs that receive hold harmless apportionments ensure that their employees and contractors are paid, as reasonably anticipated as if schools had not closed;

WHEREAS, federal legislation, H.R. 748, provides funding for an Education Stabilization Act that requires school districts, to the greatest extent practicable to continue to pay its contractors;

WHEREAS, the purpose of the continued payments to contractors is to ensure that essential contractors remain in business and the employees of contractors continue to receive their regular salaries;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Contractor shall provide DISTRICT with a certified payroll list of all of its employees employed since September 1, 2019.
2. Contractor shall certify that the funds it will receive from DISTRICT will be utilized to pay the regular salary of all of its employees and that Contractor shall not layoff any of its employees.
3. Contractor shall resume providing transportation services to DISTRICT when schools reopen, or earlier if required by the DISTRICT.
4. Contractor shall submit an invoice for its services for March, April, May, and June, 2020, based on the rates in the current contract minus expenses that will not be incurred due to the

closure of schools, including, but not limited to, fuel costs, vehicle maintenance and repairs, mileage fees, and other expenses. The invoices shall only include home to school and school to home routes that existed as of the date of school closures.

5. Contractor shall not submit invoices for and the DISTRICT shall not pay for any of the following:

- a) Any days that the DISTRICT schools were scheduled to be closed pursuant to the 2019-2020 school calendar as it existed prior to school closures due to COVID-19.
- b) Any field trips funded by parent organizations, as these field trips will likely be rescheduled in the next school year and funds collected for these postponed field trips have been refunded.
- c) Any transportation associated with school sponsored extracurricular activities including, but not limited to, field trips and athletic competitions.

6. Each invoice shall provide a breakdown of how fees were calculated, what expenses were deducted, and a list of the salary payments made to each employee, including the name of each employee, address and phone number, and gross amount paid to each employee.

7. After reviewing the invoices provided by Contractor, the DISTRICT shall pay Contractor monthly on the same dates as if services were being provided.

8. During the term of this Addendum, DISTRICT reserves the right to request that Contractor provide transportation services should DISTRICT require such services in providing distance learning.


9. If Contractor is eligible to apply for or receive any funds from federal or state government providing relief due to COVID-19, Contractor will make a good faith effort to apply for such funds. Should Contractor receive any funds from the federal or state government providing relief due to the COVID-19 crisis, Contractor shall reimburse DISTRICT in the amount received up to the amount the DISTRICT paid through this Addendum.

10. Should a court or other administrative agency determine that providing payment as herein provided is deemed a gift of public funds under the California Constitution, the DISTRICT reserves the right to seek reimbursement for all payments provided pursuant to this Addendum.

11. This Addendum expires on June 30, 2020.

Dated: June 18, 2020

BLESSED TRANSPORTATION & ASSOCIATES

By: 
Ricardo Gonzalez
President

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Jennifer Root, Ed.D.
Assistant Superintendent, Business

CNG FUEL PRICE AGREEMENT

Effective Date							
Customer	Anaheim Union High School District						
Term	Commences on the Effective Date and ends on the three (3) year anniversary of the Effective Date						
Stations	All public access CNG stations in Southern California which are owned and operated by CE						
Fuel Type	Compressed natural gas ("CNG")						
Gallon Equivalent	Gasoline gallon equivalent ("GGE")						
Fuel Price	Customer's Fuel Price is calculated each month as follows: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Total GGEs Purchased That Month By Customer at the Stations</u></th> <th style="text-align: left;"><u>Discount per GGE from Station's Retail Rate</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0 to 3,000</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td style="text-align: center;">3,001 or more</td> <td style="text-align: center;">\$0.25</td> </tr> </tbody> </table>	<u>Total GGEs Purchased That Month By Customer at the Stations</u>	<u>Discount per GGE from Station's Retail Rate</u>	0 to 3,000	\$0.00	3,001 or more	\$0.25
<u>Total GGEs Purchased That Month By Customer at the Stations</u>	<u>Discount per GGE from Station's Retail Rate</u>						
0 to 3,000	\$0.00						
3,001 or more	\$0.25						
Special Provisions	Effective January 2015, transportation fuel suppliers in California are subject to the Cap and Trade regulations under AB 32. AB 32 requires fuel suppliers to purchase compliance instruments if the total amount of greenhouse gas ("GHG") emissions from fuel they supply in California exceeds 25,000 MTCO2e per year. Clean Energy will pass through any applicable AB 32 compliance costs for non-exempt natural gas purchased hereunder to Customer.						

This Fuel Price Agreement ("Agreement") is entered into on the Effective Date between Customer and Clean Energy, a California corporation ("CE") located at 4675 MacArthur Court, Suite 800, Newport Beach, California 92660. Customer and CE are referred to collectively as the "Parties" and individually as a "Party." The Parties desire to establish rates for Customer's purchase of the Fuel Type for its natural gas vehicles. The Parties hereby agree to the following:

1. Fuel Price.

Customer shall pay CE the Fuel Price for each Gallon Equivalent of the Fuel Type sold to Customer at the Stations. Customer shall complete the Fuel Card Application (attached as Exhibit A), comply with its terms and conditions and use its Clean Energy Fuel Card(s) for its purchases of the Fuel Type from the Stations during the Term. CE will invoice Customer directly and Customer must pay each invoice within 30 days. **IF PERMITTED BY LAW, CE SHALL PASS THROUGH TO CUSTOMER ANY SURCHARGES INCURRED BY CE RELATED TO CUSTOMER'S PAYMENT OF ITS INVOICES THROUGH USE OF A CREDIT CARD.** Customer acknowledges and agrees that it is solely responsible for taking all safety precautions related to and obtaining any training necessary for the safe fueling of natural gas vehicles at the Stations. Customer hereby releases CE from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner related to its or its agents' use of the Stations. Customer will comply with vehicle registration requirements in any state in which its natural gas vehicles will operate.

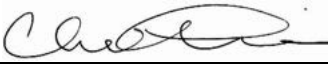
2. Term and Termination.

The term of this Agreement shall begin on the Effective Date and end automatically at the end of the Term; provided, however, CE may terminate this Agreement at any time upon 30 days written notice to Customer.

3. Miscellaneous

Neither Party shall have the right to assign its rights or obligations hereunder, in whole or in part, without obtaining the prior written consent of the other Party and any attempted assignment without such prior written consent shall be void. Permitted assigns shall have the benefit of, and shall be bound by, all terms and conditions of this Agreement. All matters arising under or relating to this Agreement will be governed by the laws of the State of Delaware. Neither Party shall have any liability to the other Party for incidental, special nor consequential damages, including lost profits and business interruption damages, arising under this Agreement or the transactions contemplated hereby. Each Party giving a notice under this Agreement will give the notice in writing and delivered via personal delivery or overnight carrier to the Party's address set forth in this Agreement or to such other address designated by such Party. No change, amendment or modification of any of the provisions of this Agreement will be binding unless in writing that identifies itself as an amendment to this Agreement which is signed by the Parties. This Agreement constitutes the final agreement between the Parties and supersedes all prior and contemporaneous negotiations and agreements relating to the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed will be deemed to be an original, and all such counterparts will be construed together and will constitute one agreement. Neither Party shall disclose the terms of this Agreement to any third party unless required by law or regulation. By directing their authorized representative to execute below, the Parties hereby agree to be bound by this Agreement.

CLEAN ENERGY

By: 
Name: Chad Lindholm
Title: Vice President
Address: 4675 MacArthur Court, Suite 800
Newport Beach, CA 92660

CUSTOMER

By: _____
Name: Jennifer Root
Title: Assistant Superintendent, Business
Address: 501 N. Crescent Way
Anaheim, CA 92801

Exhibit A
Fuel Card Application

(See Attached)



Please mail or fax application to
Customer Service at:
 4675 MacArthur Court, Suite 800,
 Newport Beach, CA 92660
 Fax: (949) 724-1397
 Call: (866) 809-4869

United States Fuel Card Credit Application

This Application consists of the Credit Application and the associated Terms and Conditions. Both documents must be signed and returned to CLEAN ENERGY to process your application.

STEP 1. Please print all information clearly.

Business Name and/or Group Affiliation: _____ Tax ID No. (if applicable): _____

Customer First Name: _____ Middle Initial: _____ Last Name: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Billing Address (if different from Street address) **(NO PO BOXES)**

City: _____ State: _____ Zip: _____

Account contact: _____ Phone Number: () _____ Fax Phone: () _____

Drivers License Number/State of Issuance: _____ Social Security Number or EIN: _____

STEP 2. Ownership, Credit References, Payment Options.

Company Ownership:
 Corporation Partnership Sole Proprietorship Government Non Profit Other _____

Tax Exempt?: NO Yes **Tax Exempt Status:** (must supply exemption certificates for all boxes checked)
 Federal State County Municipal School 501C Decal State: _____ Expiration date: _____

Type of Business: _____ Years in Business: _____

Credit References (attach additional sheets if necessary)

Creditor	Address	Account Number	Telephone Number

Credit/Debit Card (Check One): <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express Cardholder's Name: _____ Credit/Debit Card Number: _____ V-Code: _____ Expiration (mm/YYYY): _____	NOTE: IF PERMITTED BY LAW, YOU SHALL PAY ANY SURCHARGES INCURRED BY CLEAN ENERGY RELATED TO YOUR PAYMENT TO CLEAN ENERGY VIA CREDIT CARD
--	--

Step 3. Additional Information.

How many natural gas vehicles will you be operating? _____ Total Estimated Usage _____/DGE per mo.

Make & Model of Truck(s) _____

Fuel type: CNG LNG

What is the Maximum Gallon Capacity of your Vehicle? _____ Number of fueling cards requested: _____

Would you like a name or vehicle ID assigned to each card? Yes No If yes, please list on separate paper

Would you like a driver ID prompt? Yes No Would you like an Odometer Prompt? Yes No

Step 4. Authorization.

I have reviewed the information provided by Applicant on this application, and certify that the information is complete, true and correct and that any other financial information Applicant gives is true and correct. Applicant authorizes Clean Energy to investigate the references, statements and other information for the purposes of credit evaluation, renewals or extensions of credit, and for the purpose of taking collection action on any extension of credit. The undersigned hereby certifies that he or she is duly authorized to sign this application on behalf of Applicant and that the Applicant hereby agrees to the terms and conditions stated in this application.

Signature: _____

Date: _____

For Office Use Only	
Customer Account #:	Card #s (attach list if necessary) EXHIBIT CC
Accounting Approval:	Credit Rating/Score:
Marketing Approval:	Credit Limit:
Accounting Disapproval:	Score/Reason:
Fuel Training Completed by:	Date card(s) issued)

|

Terms and Conditions (the "Agreement")

EXHIBIT CC

By signing the attached fueling application ("Application") requesting a credit card ("Card") and a line of credit from CLEAN ENERGY ("Issuer"), the Applicant (also referred to as "Cardholder" and sometimes referred to hereafter as "you") agrees as follows:

Credit Check: Issuer will perform a credit review of Cardholder's credit history, including but not limited to, requesting and reviewing credit reports from various credit reporting agencies. Based on this review, Issuer may or may not extend to the Applicant a line of credit granting fueling privileges at CLEAN ENERGY owned and/or operated fueling stations.

IN THE EVENT ISSUER DETERMINES, IN ITS DISCRETION, NOT TO EXTEND TO THE APPLICANT A LINE OF CREDIT, APPLICANT MAY STILL RECEIVE A CARD FROM ISSUER BUT APPLICANT AUTHORIZES ISSUER TO CHARGE THE CREDIT CARD IDENTIFIED ON APPLICANT'S FUEL CARD CREDIT APPLICATION (THE "APPLICANT CREDIT CARD") FOR ALL PURCHASES OF FUEL FROM CLEAN ENERGY OWNED AND/OR OPERATED FUELING STATIONS AT THE PRICE POSTED AT SUCH STATIONS OR AT PRICES AGREED TO BY APPLICANT AND ISSUER PURSUANT TO A SEPARATE AGREEMENT BETWEEN APPLICANT AND ISSUER. IN ADDITION, IF PERMITTED BY LAW, IN THE EVENT APPLICANT DOES NOT REMIT PAYMENT TO ISSUER BY THE PAYMENT DUE DATE FOR TWO (2) CONSECUTIVE STATEMENTS, ISSUER MAY DETERMINE TO CEASE EXTENDING A LINE OF CREDIT TO APPLICANT AND SHALL PROVIDE APPLICANT WITH FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE OF SUCH EVENT AND APPLICANT MAY STILL USE THE CARD BUT APPLICANT AUTHORIZES ISSUER TO CHARGE THE APPLICANT CREDIT CARD FOR ALL PURCHASES OF FUEL FROM CLEAN ENERGY OWNED AND/OR OPERATED FUELING STATIONS AT THE PRICE POSTED AT SUCH STATIONS OR AT PRICES AGREED TO BY APPLICANT AND ISSUER PURSUANT TO A SEPARATE AGREEMENT BETWEEN APPLICANT AND ISSUER. APPLICANT AUTHORIZES ISSUER TO CHARGE THE APPLICANT CREDIT CARD FOR SUCH FUELING CHARGES IN VARIOUS AMOUNTS AND AT SUCH TIMES (AND FREQUENCY) AS ISSUER MAY IN ITS SOLE DISCRETION DETERMINE. APPLICANT AGREES THAT IN THE EVENT THE APPLICANT CREDIT CARD CHARGE IS NOT HONORED, APPLICANT REMAINS OBLIGATED TO PAY TO ISSUER THE AMOUNTS DUE, TOGETHER WITH ANY APPLICABLE LATE CHARGES, ALONG WITH ANY APPLICANT CREDIT CARD FEES INCURRED BY ISSUER FOR SUCH DENIED CHARGES. FURTHER, IF THE APPLICANT CREDIT CARD DENIES PAYMENT OF ANY FUEL CHARGE, ISSUER SHALL HAVE THE RIGHT, IN ITS SOLE DISCRETION, TO TERMINATE APPLICANT'S FUELING PRIVILEGES AT THAT TIME AND APPLICANT AGREES TO DELIVER THE CARD TO ISSUER IMMEDIATELY UPON DEMAND. APPLICANT WILL IMMEDIATELY REPORT TO ISSUER ANY CHANGES TO ITS NAME, MAILING ADDRESS, TELEPHONE NUMBER AND ANY CHANGES TO THE APPLICANT CREDIT CARD NUMBER OR EXPIRATION DATE.

Use: Cardholder is responsible for all credit extended by Issuer in connection with the Card, regardless of the credit limits or the party using the Card. Cardholder may only use the Card to purchase natural gas from CLEAN ENERGY owned and/or operated natural gas fueling stations at the price posted at such stations or at the price(s) agreed to by Cardholder and Issuer pursuant to a separate agreement between Cardholder and Issuer. Furthermore, Cardholder agrees that the rights set forth herein and the credit extended hereunder shall only be used for business and commercial purposes and not the personal, family or household use. Cardholder acknowledges and agrees that it is solely responsible for taking all safety precautions related to and obtaining any training necessary for the safe fueling of natural gas vehicles at the Stations. Cardholder hereby releases CE from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner related to its or its agents' use of the Stations.

Credit Limit: The total amount of credit extended to Cardholder and the charges permitted to be assessed to Cardholder under this Agreement must not exceed the credit limit. In the event that Cardholder requests an extension of credit that will result in the total balance being more than the credit limit, Issuer may (a) honor the request and permanently raise the credit limit, (b) honor the request but not permanently raise the credit limit, (c) honor the request and regard the amount of the extension of credit as immediately due; or (d) refuse to honor the request.

Billing: Issuer will send Cardholder a monthly statement ("statement") when there is activity on the account. The statement is the bill. Each statement shall be conclusively deemed correct and accepted by Cardholder unless Issuer is notified in writing within 30 days from the date the statement is transmitted to Cardholder. Cardholder is obligated to pay for all purchases and charges made on the Card. Cardholder is also responsible for notifying Issuer of any changes in address. Cardholder acknowledges and agrees that it will be billed in the applicable unit of measure as determined by Clean Energy (Diesel Gallon Equivalent (DGE) or Gasoline Gallon Equivalent (GGE)).

Balance: To determine the new balance on the statement, the outstanding balance at the beginning of the billing period is calculated, and new purchases are added and payments and credits that have been received are subtracted. At this time, other associated fees are also added.

Payment: Cardholder will pay Issuer at the place indicated on the statement all credit obligations under this Agreement. Cardholder must pay the full amount shown on each statement.

Late Payment Charge: A late payment charge will be added if the balance is not paid-in-full on or before the payment due date. When there is an outstanding balance subject to a late charge, the late charge will be computed by applying a periodic rate of 1.50% per month (Annual Percentage Rate: 18%) or the maximum rate allowed by law to the balance. Issuer may use a collection agency and Cardholder agrees to pay collection agency fees which Issuer may incur to collect payment.

Payment Due Date: The payment due date is the date the payment is due as indicated in the statement at the indicated remittance business address. If full payment of the balance is not received by the payment due date, Issuer reserves the right to suspend Cardholder's charging privileges until full payment of the balance is received. THE BALANCE IS TO BE PAID-IN-FULL BY THE PAYMENT DUE DATE.

Termination of Agreement: Issuer or Cardholder may terminate this Agreement at any time.

Cardholder's Duties: Cardholder will promptly notify Issuer if the Card is lost or stolen. The Card is property of the Issuer, and the Cardholder will surrender the Card on demand. Issuer

may revoke or repossess the Card at any time. Cardholder will not use the Card to obtain credit in excess of Cardholder's credit limits.

Default: Any of the following events shall constitute default under this Agreement and require the immediate payment of all amounts due under this Agreement.
a) Cardholder's failure to make any payment by the due date under this Agreement;
b) The total balance due under this Agreement exceeds the credit limit;
c) Cardholder's failure to comply with any other term of this Agreement;
d) Cardholder becomes the subject of bankruptcy or insolvency proceedings; or,
e) Cardholder dissolves or ceases to exist.

In the event of a default, at Issuer's option, the full amount owing by Cardholder shall become immediately due and payable. Cardholder agrees to pay all reasonable costs of collecting the amount due, including court cost and attorney's fees to the extent permitted by law. If Cardholder defaults under this Agreement, upon payment of all unpaid balances due Issuer, Cardholder may request that their account be reinstated and fueling privileges at CLEAN ENERGY owned and/or operated stations returned. Issuer reserves the right to reject such a request by Cardholder, however, if such a request is granted by Issuer, a \$25.00 per card reactivation fee shall apply and become immediately due by Cardholder.

Increase in Credit: Issuer may request that credit reporting agencies provide credit history reports regarding Cardholder in connection with any extension or renewal of credit. After written request by Cardholder, Issuer will provide Cardholder with the names and addresses of all credit reporting agencies who provide credit history reports to Issuer in connection with any extension or renewal of credit. All transactions under this Agreement, including the amount of credit extended, the balance outstanding at any time, and any failure to comply with the terms of this Agreement may be reported to credit reporting agencies.

Amendments: The terms of this Agreement may be amended by Issuer at any time by providing notice to Cardholder at Cardholder's last known address in writing at least fifteen (15) days before the date on which the amendment becomes effective. Any amendment will not require the written consent of Cardholder. In the event that the Cardholder does not agree to the amendment, Cardholder will notify Issuer in writing, return the Card to Issuer, and pay the balance due to Issuer prior to the amendment effective date.

Assignment: Cardholder will not assign or transfer the Card without the prior written consent of Issuer. Issuer may assign all or a part of this Agreement or Cardholder debts, in its sole discretion, without prior notice.

Governing Law: This Agreement and any transactions under the Agreement shall be governed by the laws of the state of Delaware.

Severability: If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement: This Agreement is the entire Agreement between Issuer and Cardholder regarding the extension of credit from Issuer to Cardholder and supersedes all prior agreements between Issuer and Cardholder relating to the subject matter of this Agreement.

Release and Indemnity: You hereby release CLEAN ENERGY from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of Card. You agree to indemnify, protect and hold harmless CLEAN ENERGY and its agents from all liability for any loss, damage or injury to persons or property arising from or related to the Card. Notwithstanding anything to the contrary, Issuer makes no representation or warranty regarding the quality, specification or content of natural gas dispensed from the stations.

Charges for Damages: In the event of station damage, such as, but not limited to, a drive-away whereby the fueling hose is forcibly removed because the hose was not disconnected from the vehicle, and the Cardholder is determined to be responsible, CLEAN ENERGY may charge the Cardholder Issuer's actual costs to repair the damage per occurrence for such damage.

Unauthorized Use: Cardholder must pay for charges made by Cardholder or by anyone authorized by Cardholder to use the subject account. Cardholder will not be responsible for unauthorized use of the Card which occurs after it notifies Issuer orally or by writing to the following address: CLEAN ENERGY, 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660, (866) 809-4869. Unless otherwise permitted by law, liability for unauthorized use shall not exceed \$50.00 (except accounts with 10 or more cards).

If permitted by law, if you request and receive 10 or more cards from Issuer, you also agree to be responsible for all unauthorized use of the cards notwithstanding the language set forth above.

I HAVE READ THE ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACCEPT AND CONSENT TO THE TERMS AND CONDITIONS STATED.

Signature _____ Date _____

Printed Name and Title _____

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including late charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any late charges related to any questioned amount. If we did not make a mistake, you may have to pay late charges, and you will have to make up any missed payments on your questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If your application for business credit is denied or conditionally approved, you have the right to a written statement of the specific reasons for the denial or conditional approval. To obtain the statement, please contact Clean Energy at 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660 (866.809.4869) within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.



New Signer New Acct Add'l Dept

Unit Code	03530	Sales Agent/ Partner	Graystep
MCC	8221	Assoc/ Chain #	

MASTER AGREEMENT

For purposes of this application, "Processor" or "PACE" is Pace Payment Systems, Inc, located at 25129 The Old Rd Ste 222, Stevenson Ranch, CA 91381 and can be contacted at (888) 690-7555. Additional information can be found on the Pace website, www.pacepayment.com. "Merchant Bank" or "Member Bank" is Synovus Bank, d/b/a Columbus Bank and Trust Company, located at 1125 First Avenue, Columbus, GA, 31901, (706) 649-4900. Processor is a registered ISO/MSP of Columbus Bank and Trust Company.

BUSINESS INFORMATION			
Merchant's DBA Name Outlet Name (If Different From Legal Name)		Merchant Legal Name (As It Appears On Tax Return)	
501 N. Crescent Way		Anaheim Union High School District	
DBA Address (No PO Boxes)		Mailing Address (If Different From DBA)	
501 N. Crescent Way		501 N. Crescent Way	
DBA City State Zip		Mailing City State Zip (If Different From DBA)	
Anaheim, CA 92801		Anaheim, CA 92801	
Telephone Number	Customer Service Number	Business Description	
(714) 999-3958	-	Public School District	
Contact Name		Website	
Karen Orr		https://www.auhsd.us/district/index.php/schools/our-schools	
Email		Fax Number	Federal Tax ID: (as shown on your income tax return)
ORR_K@AUHSD.US		(714) 991-5407	95-6000120
Does Your Business Currently Accept Credit Cards?	YES <input checked="" type="radio"/> NO <input type="radio"/>	Average Ticket \$	High Ticket \$
Amex Acceptance	YES <input checked="" type="radio"/> NO <input type="radio"/>	Amex Marketing	YES <input type="radio"/> NO <input checked="" type="radio"/>
		Amex Acceptance <\$1,000,000.00	YES <input checked="" type="radio"/> NO <input type="radio"/>

TYPE OF OWNERSHIP

State Government Agency
 Federal Government Agency
 Public Utility
 Non-profit
 Public School

AUTHORIZED SIGNER

NAME Jennifer Root TITLE Assistant Superintendent Business

Note: Privacy policy including with respect to the collection and use of social security numbers can be found at www.pacepayment.com

BANK INFORMATION				
Name of Financial Institution	Routing Number	Account Number	Type of Account	Use this account for*(Select all that apply)
1*			<input checked="" type="radio"/> Checking <input type="radio"/> Savings	<input checked="" type="radio"/> Debits <input checked="" type="radio"/> Deposits
2**			<input type="radio"/> Checking <input type="radio"/> Savings	<input type="radio"/> Debits <input type="radio"/> Deposits

*If nothing indicated, Financial Institution #1 will be used for all ACH activity. **AUTHORIZATION FOR AUTOMATIC FUNDS TRANSFER (ACH): The Merchant Bank (defined on page 1) is authorized to initiate or transmit automatic debit and/or credit entries and/or check entries to the account identified above and in the provided voided check (if applicable) relating to the above account (**) for all services contemplated under this Agreement. Said authority is granted to Merchant Bank's Processor and their agents.

3. FEE SCHEDULE: VISA | MASTERCARD | DISCOVER | AMEX | PIN DEBIT

Transaction Range	Tier 1	Tier 2	Tier 3
Visa MC Disc Service Fee	Rate 1	Rate 2	Rate 3
Amex Service Fee	Rate 1	Rate 2	Rate 3
ACH Payment Service Fee	Rate 1	Rate 2	Rate 3

<input checked="" type="checkbox"/> ABSORBED FEE SCHEDULE	<input checked="" type="checkbox"/> FLAT RATE	<input type="checkbox"/> COST PLUS (Pass Interchange, Association and Assessment fees)**
Visa MC Disc Debit Rate: 2.99% Disc Processing Rate Credit Rate: 2.99%	Other Transaction Fee* \$ 0.00	PIN Debit Fees AMEX Qual 2.99% AMEX Mid Qual 2.99% AMEX Non Qual 2.99%

OTHER MONTHLY MISC FEES				
Internet Set Up \$ 0.00	Internet Monthly \$ 0.00	Gateway Monthly Fee \$ 0.00	Gateway Per Item \$ 0.00	Monthly Maintenance Fee \$ 5.00
Regulatory Compliance \$ 0.00	PCI Insurance \$ 0.00	Chargeback Fee \$ 0.00	Retrieval Fee \$ 0.00	Monthly Minimum \$ 0.00

PASS THROUGH PRICING ADDENDUM -**THIS SECTION ONLY APPLIES IF COST PLUS PRICING IS CHECKED- DOES NOT APPLY WITH SERVICE FEE OR FLAT RATE PRICING

Cross border international transaction assessments/program support, MC network access/brand usage (NABU), MC Acquiring License Fee, MC Account Status Inquiry Services (ASIS), Visa US Acquirer Processing Fee (APF), Visa Zero Floor Limit, Visa Misuse of the Authorization System, Visa Fixed Acquiring Network Fee (FANF), Visa Debit Integrity, Visa Auth & Settlement, Acquirer File Transaction Fee, MC Processing Integrity, I/C Acquirer Fee, Discover Data Usage, American Express Access and Processor fees may apply. Further Visa/MC/AMEX/DISC/Pay Pal mandated fees, including association Kilobyte Fees, may also apply. Batch Close Fee: All batch closing and batch inquiries are considered "transactions" and will be billed at the same rate as Visa/MC/AMEX/DISC/PayPal Trans Fees unless specified. AMEX discount rate is determined by business type. **If applying for Interchange plus, fees quoted are in addition to Processor interchange, fees, dues and assessments. Monthly Minimum Discount: Applies to Discount Rate & captured transaction fees. **Transactions that do not meet Interchange Qualifications are subject up to a 1.00% Surcharge. NOT REQUIRED FOR FLAT RATE MERCHANTS

Merchant's Signature: X	Name of Authorized Signer (Print)	Title	Date
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MULTIPLE LOCATIONS



Please check this box if you are applying for processing services for additional merchant locations. If the additional locations are under common ownership with the Merchant named herein (are the same legal entity with the same legal name) and have the same federal tax identification number and same authorized signatory, please submit the Additional Merchant Addendum as Exhibit A with this application. Please note that all additional locations, along with the Primary location, will be subject to and governed by the terms and conditions of this application and the Merchant Card Processing Agreement referenced in and included with this application. If the additional locations are not under common ownership or have varying tax identification numbers or authorized signatories, you will be required to submit a separate Application for Merchant Card Processing per location.

Number of locations?

If you are affiliated with an existing account, please provide existing Merchant ID#:

MEMBER BANK (ACQUIRER) INFORMATION - VISA DISCLOSURE

Synovus Bank - 1125 First Avenue - Columbus, GA 31901 (706)649-4900

Important Member Bank Responsibilities

1. A Visa Member is the **only entity** approved to extend acceptance of Visa products directly to a Merchant.
2. A Visa Member must be a principal party to the Merchant Card Processing Agreement.
3. The Visa Member is responsible for and must provide settlement funds to the Merchant.
4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.
5. The Visa Member is responsible for educating Merchants on any Visa Rules with which Merchants must comply during the course of operation.

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement. Download a copy from Pace's website at: <https://www.pacepayment.com/terms-conditions>
4. Comply with Visa Rules.

The responsibilities listed above do not supersede the terms of the Merchant Card Processing Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant experience any problems.

MERCHANT SIGNATURES

Agreement Signature: By signing below, each of the Merchant and Guarantor(s) and each individual signing below as an Authorized Signer of Merchant (1) certifies that all information and documents submitted with this Application are true and complete; (2) authorizes Merchant Bank, Processor and their respective agents to verify any of the information given, including credit references, and to obtain business credit reports, including requesting reports from consumer reporting agencies on persons signing below as an Authorized Signer Merchant (if such person asks Merchant Bank or Processor whether or not a consumer report was requested, Merchant Bank or Processor will tell such person, and if Merchant Bank or Processor received a report, Merchant Bank or Processor will give such person the name and address of the agency that furnished it); (3) acknowledges receipt of the Merchant Card Processing Agreement ("Agreement") including the Continuing Guaranty ("Guaranty") contained within the Agreement, and of the CNP Addendum, Special Services Addendum and the Merchant Use and Disclosure of BIN Information Addendum (each, an "Addendum"), that can be reviewed and downloaded from <https://www.pacepayment.com/terms-conditions>, each of which documents is incorporated herein by this reference, and agrees to be bound by and perform in accordance with all provisions, terms and conditions of the Agreement, the Guaranty, and each such Addendum; (4) agrees to be bound by and perform in accordance with all terms, conditions and provisions of any Merchant Card Processing Agreement between any Merchant Affiliate of Merchant and Processor and its agents and Merchant Bank ("Merchant Affiliate Agreement"), regardless of whether such Merchant Affiliate Agreement currently exists or is executed, amended or supplemented at some future date; (5) agrees that Processor and its agents and Merchant Bank may rely upon copies or facsimiles of this Application bearing Merchant's and signatories, or on copies or facsimiles of other documents bearing Merchant's signatures, and that any such copies or facsimiles shall be treated for all purposes as originals of the Application or other document; and (6) certifies that Merchant does not and will not provide, offer or facilitate gambling services, including offering or facilitating internet gambling services, or establishing quasi-cash, credits or monetary value of any type that may be used to conduct gambling.

Without limiting the generality of the foregoing, each individual signing below as an Authorized Signer of Merchant certifies that (i) he/she is identified above, either as an Authorized Signer of Merchant, and (ii) he/she is authorized to open accounts for Merchant at financial institutions, and (iii) all information provided about the Merchant legal entity is complete and correct, and (iv) to the best of his/her knowledge.

The undersigned acknowledge that Processor (and not Merchant Bank) will settle your American Express, JCB, and Diners transactions and (a) Merchant will receive one consolidated statement from Processor that will reflect Merchant's Visa, MasterCard, American Express, and Discover transactions; (b) Merchant's American Express settlement funds will be paid at the same time and in the same manner as Merchant's Visa, MasterCard, and Discover settlement; and (c) Merchant will not have a direct relationship with American Express and the terms set forth in the MPA for American Express transactions will apply. By signing below, Merchant agrees to be bound by the American Express merchant requirements contained in the Operating Guide and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of AMERICAN EXPRESS CARD ACCEPTANCE, and important transactional or relationship communications from AMERICAN EXPRESS. AMERICAN EXPRESS may use the information about MERCHANT obtained in the AGREEMENT at the time of setup to screen and/or monitor MERCHANT in connection with AMERICAN EXPRESS marketing and administrative purposes. MERCHANT agrees it may receive messages from AMERICAN EXPRESS, including important information about AMERICAN EXPRESS products, services, and resources available to its business. These messages may be sent to the mailing address, phone numbers, email addresses or fax numbers of MERCHANT. MERCHANT may be contacted at its wireless telephone number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls. MERCHANT agrees that it may be sent fax communications. MERCHANT may opt-out of receiving future commercial marketing communications from AMERICAN EXPRESS by not checking the "Yes" checkbox on page 1 above, or may opt out at any time by contacting Processor. Note that MERCHANT may continue to receive marketing communications while AMERICAN EXPRESS updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude MERCHANT from receiving important transactional or relationship messages from AMERICAN EXPRESS. TSYS Acquiring Solutions, LLC, 1601 Dodge Street, Omaha, NE 68102, is Merchant's acquirer for American Express, or will convey American Express sales on Merchant's behalf.

IRS Certification: Each individual signing below as an Authorized Signer of Merchant, under penalties of perjury, certifies that (1) the Merchant's taxpayer identification number shown on this form is the Merchant's correct taxpayer identification number; and (2) the Merchant is not subject to backup withholding because (a) the Merchant is exempt from backup withholding, or (b) the Merchant has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Merchant that it is no longer subject to backup withholding; and (3) the Merchant identified is a U.S. citizen or other U.S. person as defined in the IRS Form W-9 instructions. (Certification Instructions: You must cross out and initial item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. IRS Form

W-9 instructions are available from Processor upon request.)

Merchant's Signature: 	Name of Authorized Signer (Print) Jennifer Root	Title Assistant Superintendent	Date 4/27/20
Signing for Processor:	Name (Print)	Title	Date
Signing for Member:	Name (Print)	Name of Member: Synovus Bank, DBA Columbus Bank & Trust	Date



SUBMITTER MERCHANT
MERCHANT CARD PROCESSING AGREEMENT
 (For use by Pace Payment Systems U.S.-based Public clients)

Pace ("Pace," "us," or "our"), for itself and on behalf of Synovus Bank ("Member"), is very excited about the opportunity to provide you with state-of-the-art payment processing services. When your Customers pay you through Pace you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transactions you submit through Pace. You are also required to fill out an Application with Pace. The Application provides Pace with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Pace service as well as this Merchant Card Processing Agreement ("Agreement"). Together, we understand and acknowledge that you have contracted with Pace to obtain Card processing services with the Member on your behalf and that Pace has agreed to be responsible to the Member for your obligations for Transactions and as set forth in this Agreement.

The following information is designed to inform and assist you as we begin our relationship.

1. Your Acceptance of Cards

You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time. You understand that we may be required to modify this Agreement in order to comply with requirements imposed by the Payment Brands. Should that be necessary, we promise to give you at least 30 days written notice of any such changes.

In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions.

- (1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
- (2) Accept only Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
- (3) Accept only Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).

If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is accept only debit/check card products or only credit and commercial products). If you accept on-line payment, you must display an appropriate notice to indicate acceptance of the limited acceptance category you have selected.

For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Settlement

Upon our receipt of funds from your Transactions, Pace will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and the Member. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.

You must not submit Transactions for payment until the goods are delivered or shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. Chargebacks

You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:

- (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
- (2) An authorization/approval code was required and not obtained;
- (3) The Transaction was fraudulent;
- (4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
- (5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

4. Data Security and Privacy

By signing below, you represent to us that you do not have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Pace. In the event that you do happen to receive Card Information in connection with the processing services provided by Pace under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brand Rules or applicable laws and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

5. Funding Schedule

In order to receive funds from Pace, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Pace's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Pace to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.

Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under this Agreement, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

Unless and until we receive written instructions from you to the contrary, all amounts payable by Pace to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: Information Previously given

ABA No: Information Previously given

Account No: Information Previously given

Reference: _____

6. **Processing; Service Fee Transactions** You and Pace hereby agree that:

All Service Fee Transactions will be processed by Pace; and

All of your Card Transactions will be submitted by Pace on your behalf to the Member under the terms of this Agreement.

7. **Processing Fees.**

You agree to pay the processing fees in the amount specified in the Fee Schedule of the Application or as otherwise provided for in this Agreement. We may only increase the processing fees by giving you thirty (30) days advance written notice effective for Transactions submitted on and after the effective date of the increase.

8. **Term; Termination**

The initial term of this Agreement shall be month to month commencing on the earlier of (i) the date the Application is signed and approved by authorized officers of Pace or (ii) the date of the first Transaction (which may be a test Transaction) that is processed for you. This Agreement will continue from month to month unless terminated by either party with at least thirty (30) day's prior notice of its intent not to renew this Agreement.

9. **Definitions**

"Application" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us including credit and financial information.

"Card" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Chargeback" is a reversal of a Transaction you previously presented to Pace pursuant to Payment Brand Rules.

"Service Fee Transaction" is a charge to a customer's Card for the convenience of using the payment channel offered by you and Pace in connection with a Transaction.

"Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

"Member" is Synovus Bank, or other entity providing sponsorship to Pace as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

"Payment Brand" is any payment method provider whose payment method is accepted by Pace for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"Payment Brand Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands. You can access the Payment Brand Rules for Visa at <https://usa.visa.com/support/small-business/regulations-fees.html#3> and for MasterCard at <https://www.mastercard.us/en-us/merchants/get-support/merchant-learning-center.html>. The location of this information is subject to change.

"Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Pace from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA

DSS”), MasterCard’s POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended & from time to time.

“**Transaction**” is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

[Signature page to follow]

Agreed and Accepted by

Merchant Legal Name:

Anaheim Union High Schol District

501 Crescent Way, Anaheim, CA 92801

Address (Print or Type)

By (authorized signature)

Jennifer Root Accistant Superintendent

By: Name, Title

Date

Agreed and Accepted by:

PACE PAYMENT SYSTEMS

Address (Print or Type)

By (Authorized signature)

By: Name, Title (Print or Type)

Government Owned Non-Profit Addendum

(Municipal Utilities, Municipalities, Not-profit, Gov't Agencies)

This Addendum supplements the Merchant Application and/or Agreement executed and submitted by Anaheim Union High School District (Legal Name – “Merchant”). As such, this Addendum shall (i) be deemed incorporated into and a part of Merchant’s Application to establish a Merchant account with Pace and Synovus Bank, and (ii) in accordance with such Merchant Application and Agreement, constitute a part of the entire Agreement governing all Merchant accounts.

FUNCTION

Function of Merchant Public school district
Authorized Purpose of Government Entity?

Authorized Representative

<p>I, the undersigned, certify:</p> <ul style="list-style-type: none"> • that I am an officer or other authorized representative of the Merchant (“Authorized Representative”) and • that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreement • that I am duly authorized to submit this Addendum and all information contained herein on behalf of the Merchant. 	<p>By submitting this Addendum, Merchant, through the undersigned Authorized Representative:</p> <ul style="list-style-type: none"> • represents and warrants that the person submitting this Addendum is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements • represents and warrants that all information contained within this Addendum is true, complete and not misleading.
<p>Authorized Representative:</p> <p>X _____ Jennifer Root _____ Signature Print Name Date</p>	

COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Anaheim Union High School District	Joseph Carmona	Carmona_jo@auhsd.us (714) 999-3579	June 18, 2020

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

School dismissal began on March 16, 2020 for the Anaheim Union High School District. Teachers and instructional staff began to plan for distance learning. Teachers were directed to offer enrichment learning activities or allow students to complete missing assignments during The initial two weeks of school dismissal. This two week period allowed district professional development to pivot to virtual meetings and conferences. Training was provided on the learning management system, conferencing options and additional tools to support distance learning. District staff organized distribution of technology to students who needed access. Policies were designed and enacted to support students, families and teachers. A "hold harmless" grading policy was enacted which stated that third quarter grades would be frozen and serve as the base for student grades moving forward. Additionally, grades could only be improved and not be lowered. Under the direction and guidance of the Board of Trustees, the District graduation requirements were suspended allowing staff to ensure that students completing their final year of high school could graduate on time.

Many of our students and families are facing economic difficulties, unemployment, challenges with basic needs, housing insecurity, and health concerns. Many students and families struggled to access available community resources due to stay at home orders. Undocumented families faced additional difficulty in connecting to resources because of their immigration status and these families have seen significant increases in unemployment. The District, under the direction of the Education and Information technology department, initiated plans to provide technology resources to students. This was a necessary step to ensure our students and families could connect to academic, mental health, and school resources. Nearly 7,000 Chromebooks and 2,000 Wi-Fi access points were distributed to District students. This support in coordination with outreach from teachers, administrators, counselors, family and community engagement staff, office staff, and instructional aides resulted in over 90% of students accessing online courses and participating in a variety of support structures provided.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

The District has taken a holistic approach to meet the needs of vulnerable populations as well as individual students. These efforts included the formation of a COVID-19 Mental Health Task Force that focused on the current mental health needs of students. Training was facilitated for all staff on how to facilitate Welfare Checks, report child abuse, available telehealth services, and highlighted the Employee Assistance Program

(EAP). Counselors, school psychologists, and assistant principals all took a role in supporting students in crisis. Two community collaborative groups, Be Well OC and the Children's Mental Health Association, a network of community agencies, committed to addressing the mental health needs of our communities.

EXHIBIT EE

Counselors, psychologists, and social workers worked together to meet the needs of students and created short videos for students in the area of mindfulness, stress and coping. Counselors supported students with individual and group meetings which included stress and coping strategies, staying connected, and engaged. District social workers transitioned to teletherapy services, continued to accept new referrals, and met with students both individually and in small groups. They addressed student safety concerns and supported with consultation on suicide risk assessments, child abuse, and general student safety concerns. Social workers continued to link students to community mental health services. School psychologists ensured that students with disabilities continued to receive educationally related mental health services (ERMS) through our community mental health care agency partners. They also provided designated instructional services (DIS) for students who need mental health support.

The District supported English learners through a systemic approach. District level and site level task forces continued to meet during dismissal and build upon their prior work. This included updating District recommendations for English learners and school sites continued their work with the BELIEF Modules and the California English Learner Roadmap Teacher Toolkits during remote teaching and learning. Sites continued facilitating professional learning based on the aforementioned modules and toolkit.

English Learners at the emerging and beginning-expanding levels continued to receive designated English Language Development. English Learners at the emerging through bridging levels continued to receive integrated English Language Development through their content courses. Sites reached out to English Learners by making personal phone calls. Additionally, District Bilingual Instructional Aides were added to the Schoology platform and continued to provide assistance remotely to students. They continued to reach out to students as they normally do via email and phone to provide extra support to the students and families.

Translation and Interpretation services continue to be provided in Spanish, Vietnamese, Korean and Arabic. The team provided emergency 24/7 service for crisis communication and completed over 300 IEP interpretations and pre-IEP family meetings. Language Program Technician and Language Assessors checked in with 300+ Newcomer students and their families

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Anaheim Union High School District approached the development of high-quality distance learning acknowledging that students' home learning environments vary and that may impact their physical and emotional states and their disposition towards learning.

Educational Services staff team developed a website to provide safe resources, discipline specific resources, communication tools, and step-by-step directions to use Schoology, the Districts' learning management system. District Curriculum Specialists worked with school

department chairs to support the transition to distance learning. These curriculum specialists provided training, content area resources and facilitated communication regarding District policies. School staff, including lesson design coaches, supported professional learning in a wide array of areas.

EXHIBIT EE

Policies and guidelines were established to ensure equitable access to education across the District and for all types of students. Teachers and students followed a virtual schedule that mirrored their regular schedule for live and real-time meetings. Teachers were expected to post assignments and instructions for completing each assignment every week for all students in all of their classes in Schoology. These lessons continued to meet state standards and incorporate the 5Cs. Through synchronous meeting times and virtual office hours, teachers facilitated guided instruction and supported students who needed additional help. When students were not meeting with their teachers for these synchronous meetings, they were expected to work independently and submit their assignments as directed by the teacher. Students could email teachers with questions throughout the week and teachers responded within a 24 hour period.

District leadership realized the importance of this teachable moment and gave educators permission to pivot from their traditional curriculum to a COVID CAPSTONE for the remainder of the year. Teachers from across the District embarked on a project with the following driving question: How Is the Coronavirus Affecting Your Life? This opportunity engaged students in a manner that built their capacity in the 5Cs while simultaneously helping them to heal and make meaning of what they are experiencing in this unprecedented time.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

Upon notification that schools would be closed, the Food Services Department immediately applied to operate Seamless Summer Option meals at eight school sites. In addition, the Food Services Department applied for all available waivers, including non-congregate feeding, as well as a waiver allowing adults to pick up meals for their homebound children. Families were able to come to the feeding center sites each day and pick up both a breakfast and a lunch meal for all children ages 0-18. Beginning in May the feeding expanded from five days of meals to six days of meals by allowing families to pick up 2 breakfasts and 2 lunches on Fridays, one set of meals for consumption on Friday and set for consumption on Saturday.

Our Director of Risk Management completed a Hazard Assessment analysis for our Food Services Department for implementation of safety practices related to employee safety. In recognition of the requirement and need to implement social distancing practices, the Food Services Department implemented a variety of protocols at each meal distribution center. For example, employees are required to maintain a distance of 6 feet from each other while working and when distributing meals, employees limit contact with the public by placing meals on the passenger car seat through an open car door window. Families are encouraged to wear face masks when visiting the meal distribution centers.

Employees working in our central kitchen are required to wear a surgical mask since they work in close proximity to one another and social distancing is not possible. In addition, employees who work in our meal distribution centers are expected to wear cloth face coverings and do so

on a daily basis. Finally, additional safety measures put into place include the requirement for all employees to wash and sanitize their hands every 15 minutes and to wear and change their gloves every 15 minutes.

EXHIBIT EE

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

The District understands that schools play a critical role in supporting community needs beyond education. Taking into account local, state, and federal guidance all school facilities were closed. The District considered the age of our students into consideration and determined that supervision would not occur in any physical way during ordinary school hours.

A District task force has been created to create options for opening schools that ensure the safety of students and staff. This task force will establish the process for opening of schools and create a timeline with multiple options depending on current local, state, and federal recommendations. This task force will consider whether child care will be needed within the context of the District.

California Department of Education
May 2020

INDEPENDENT STUDY**7807 (6158)**

The Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, a home-based format, and an online course.

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700)

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he or she would in the regular classroom setting.

The minimum period of time for any independent study option shall be five consecutive school days.

Written Agreements

The Superintendent or designee shall ensure that a written master agreement and, as appropriate, a learning agreement for students participating in course-based independent study exist for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The master agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his or her peers and increase the risk of dropping out of school, independent study assignments shall be no more than 20 school days for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain

in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.

Student-Teacher Conferences

Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Teachers are expected to monitor student progress and work closely with each student to determine the amount and type of contact needed for the student to be successful in the program.

Missing appointments with the supervising teacher without valid reasons may trigger an evaluation to determine whether the student should remain in independent study.

Legal Reference:

EDUCATION CODE

17289 Exemption for facilities
 41976.2 Independent study programs; adult education funding
 42238 Revenue limits
 42238.05 Local control funding formula; average daily attendance
 44865 Qualifications for home teachers and teachers in special classes and schools
 46200-46208 Instructional day and year
 46300-46307.1 Methods of computing average daily attendance
 47612.5 Independent study in charter schools
 48204 Residency
 48206.3 Home or hospital instruction; students with temporary disabilities
 48220 Classes of children exempted
 48340 Improvement of pupil attendance
 48915 Expulsion; particular circumstances
 48916.1 Educational program requirements for expelled students
 48917 Suspension of expulsion order
 49011 Student fees
 51225.3 Requirements for high school graduation
 51745-51749.6 Independent study programs
 52522 Adult education alternative instructional delivery
 52523 Adult education as supplement to high school curriculum; criteria
 56026 Individuals with exceptional needs
 58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5
11700-11703 Independent study
19819 State audit compliance

UNITED STATES CODE, TITLE 20
6301 Highly qualified teachers

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS

Lucerne Valley Unified School District, Case No. 03-02 (2005)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Elements of Exemplary Independent Study

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Board of Trustees

Approved: October 9, 1980

Revised: May 12, 1986

Revised: March 8, 1990

Revised: February 1993

Revised: July 1995

Revised: May 1998

Revised: March 2000

Revised: January 2005

Revised: February 2009

Revised: TBD

E

INDEPENDENT STUDY**7807-R (AR 6158)****Educational Opportunities**

Educational opportunities offered through independent study may expand educational opportunities for students with various learning needs.

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his or her regular classes.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his or her individualized education program specifically provides for such participation. (Education Code 51745)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his or her progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate
8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
9. Signatures of the student, the parent/guardian or caregiver of the student if the student is

under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district may offer a course-based independent study program for students in grades 7-12 subject to the following requirements: (Education Code 51749.5)

1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

2. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as equivalent classroom-based courses and shall be aligned to all relevant local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.

3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to Education Code 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.

4. Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.

Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

If satisfactory educational progress is not being made, the teacher shall notify the student and, if the student is under age 18 years, his or her parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether he or she should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If

the student transfers to another California public school, the record shall be forwarded to that school.

5. Examinations shall be administered by a proctor.
6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
7. A student shall not be required to enroll in courses included in this program.
8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
10. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.
12. A student shall not be prohibited from participating in independent study solely on the basis that he or she does not have the materials, equipment, or Internet access necessary to participate in the course.

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, his or her parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to this program
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an

alternative program, which may include, but is not limited to, a regular school program

5. The specific resources, including materials and personnel, that will be made available to the student
6. A statement that the student is not required to enroll in courses in this program
7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
5. Providing direct instruction and counsel as necessary for individual student success

6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades 7-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he or she has personally evaluated the work or that he or she has personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2019-2020

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<i>2019-2020</i>

CONTRACT NUMBER:
1920 - 223

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, 2019**, between the **Anaheim Union High School District** (hereinafter referred to as “District” or local educational agency “LEA”) and **Behavioral Learning Network** (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.).

EXHIBIT GG

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. This Master Contract shall be null and void if such certification or waiver is expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2019 to June 30, 2020 (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, 2020. 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, 2020.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) calendar day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and

federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

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- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent; a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or his/her designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such

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records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, 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 in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

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

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to

conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$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 per occurrence for NPS/RTC
 \$3,000,000 sexual abuse or molestation per occurrence for NPS
 \$3,000,000 sexual abuse or molestation per occurrence for NPA

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of \$1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be \$25,000,000 combined single limit per occurrence.

- 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 or, if claims-made, per claim
 \$2,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination this Agreement.

- 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, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- 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.
- I. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

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 provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract.

Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student’s IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student’s IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student’s IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student’s IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student’s receipt of special education and/or related services as specified in the LEA student’s IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA’s standards

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regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (CCSS) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a

copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior 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.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in “other means of correction”, suspension and/or expulsion of any LEA student. LEA may provide a specific form to be submitted by CONTRACTOR related to reporting of disciplinary actions.

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. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of

considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including 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 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). 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 (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the

IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days 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.

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. CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

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 CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS RETRIEMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS retirement benefits, and who may perform creditable service as defined in Education Code section 22119.5, through the CONTRACTOR. Identification to the LEA shall include the individual's full legal name and credential. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation that CONTRACTOR provided all notifications regarding CalSTRS and post-retirement earnings required by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR acknowledges that failure to identify a retired member to LEA or the retired member's failure to report post retirement earnings from CONTRACTOR may result in fiscal penalties from CalSTRS and a claim for reimbursement by LEA.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

EXHIBIT GG

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

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

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL**58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session

consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous

payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES*NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (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.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

63. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR'S offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing

CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.


EXHIBIT GG

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 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provide herein.

CONTRACTOR,
Behavioral Learning Network

LEA,
Anaheim Union High School District

Nonpublic School/Agency

By:  _____ 9-9-19
Signature Date
Greg Elsky, Psy.D., LMFT, BCBA-D
Clinical Director

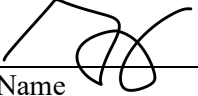
Name and Title of Authorized
Representative

By: _____
Signature Date Dr.
Jaron Fried, Assistant Superintendent, Ed. Div.

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

 _____
Name
Greg Elsky, Psy.D., LMFT, BCBA-D
Clinical Director

Nonpublic School/Agency/Related Service Provider
Behavioral Learning Network

Address
5345 Balboa Boulevard, Suite 202

City State Zip
Encino CA 91316

Phone Fax
310-933-4197 310-933-4134

Email
gelsky@blnautism.com

EXHIBIT A: 2019-2020 RATES

CONTRACTOR _____ CONTRACTOR NUMBER 1920-223 2019-2020
 (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. <u>Basic Education Program/Special Education Instruction</u>	_____	_____
Basic Education Program/Dual Enrollment	_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	_____	_____
(13)	Residential Mental Health Services	_____	_____

EXHIBIT GG

(14) Other Supervision_____

<u>\$175/hr</u>	<u>12hrs/mo x</u>
	<u>11 mos</u>

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

EXHIBIT B

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

This agreement is effective on July 1, 2019 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, 2020, 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		Behavioral Learning Network	
Address		501 N Crescent Way		Address		5435 Balboa Boulevard, Suite 202	
City, State Zip		Anaheim, CA 92801		City, State, Zip		Encino, CA 91316	
LEA Case Manager		Celeste Krueger		Phone	714-999-3528	Fax	714-999-0622
				E-Mail	Krueger_c@auhsd.us		
Student Last Name	[REDACTED]	Student First Name	[REDACTED]	Program Contact Name		Dr. Gregory Elsky	
				Phone	310-933-4199	Fax	310-933-4134
D.O.B.	[REDACTED]	I.D. #	[REDACTED]	E-Mail			
				gelsky@blnautism.com			
Grade	7	Level		Sex	(X) M () F		
				Education Schedule – Regular School Year			
Parent/ Guardian Last Name		[REDACTED]		Parent/ Guardian First Name	[REDACTED]	Number of Days	180
						Number of Weeks	38
				Education Schedule – Extended School Year			
				Number of Days	20	Number of Weeks	4
Address		[REDACTED]		Contract Begins		July 1, 2019	Ends
City, State, Zip		[REDACTED]				June 30, 2020	
Home Phone	[REDACTED]	Business	same	Master Contract Approved by the Governing Board on			August 15, 2019

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	NA	NA	NA						
B. RELATED SERVICES	NA	NA	NA						
1. Transportation a. Paid to NPS/A b. Reimburse parent	NA	NA	NA						
2. Counseling a. Group b. Individual c. Family	NA	NA	NA						
3. Adapted P.E.	NA	NA	NA						
4. Speech/Language a. Group b. Individual	NA	NA	NA						
5. Occupational Therapy a. Therapy b. Consultation	NA	NA	NA						

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	NA	NA	NA						
7. ABA a. Consult b. Direct c. Supervision d. Assessment			c.X		c.\$175/hr	c. 12 hr/mo	10 mo	1 mo	Reg: \$21,000.00 ESY: \$2,100.00
8. One-to-One Aide	NA	NA	NA						
9. Other	NA	NA	NA						
C. Residential Services 1. Board and Care 2. Mental Health Services	NA	NA	NA						
TOTAL COST									\$23,100.00

ESTIMATED MAXIMUM RELATED SERVICES COST \$23,100.00

SPECIALIZED EQUIPMENT/SUPPLIES - N/A \$ 0.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$23,100.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: _____ Quarterly Monthly _____ Other (Specify _____)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 8-15-19

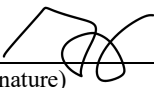
The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

Behavioral Learning Network
(Name of Nonpublic School/Agency)

Anaheim Union High School District
(Name of LEA)


(Signature)

(Date)

(Signature)

(Date)

Greg Elsky, Psy.D., LMFT, BCBA-D, Clinical Director
(Name and Title)

Celeste Krueger, Director – Special Youth Services
(Name of Superintendent or Authorized Designee)

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:

Anaheim Union High School District

Attn: Celeste Krueger

Director, Special Youth Services

501 N. Crescent Way, Anaheim, CA 92801

(714) 999-3528 Fax: (714) 999-0622

krueger_c@auhsd.us

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:

Anaheim Union High School District

Attn: Celeste Krueger

Director, Special Youth Services

501 N. Crescent Way, Anaheim, CA 92801

(714) 999-3528 Fax: (714) 999-0622

krueger_c@auhsd.us



THRIVING
YOUiversity
empowering individuals & organizations to thrive

EXHIBIT HH

Professional Services Contract

2019-2020



Professional Services Contract

GENERAL PROVISIONS

1. Contract

This Contract is entered into this **10th day of February 2020** between **Anaheim Union High School District (AUHSD)** (hereinafter referred to as “Local Education Agency” or “LEA”) and **Thriving YOUiversity, LLC** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing Professional Learning for LEA.

2. Term of Contract

The term (“Term”) of this CONTRACT shall commence on **February 10, 2020** and shall end on **February 21, 2020**.

3. Description of Services: Thriving YOUiversity, LLC will provide **one half-day** of Professional Learning (TBD) for **Gilbert High School** on February 21, 2020. Also included in this package will be:

- Access to our online professional learning community “The THRIVE Tribe”, and additionally for educators “The THRIVE Tribe—Becoming Better Educators” and for leaders, “The THRIVE Tribe—Becoming Better Leaders”
- Access to a Google Drive folder full of research, resources, and activities to support the learning session.

4. Insurance: At all times during the performance of this Agreement, CONTRACTOR shall maintain in force such insurance policies as provide the coverage required by this Agreement. All insurance policies required by this Agreement shall name, or be endorsed to name, the Riverside County Superintendent of Schools as additional insured for the purpose of this Agreement. The Commercial Liability Policy and the Automobile Policy described below must include a waiver by the insurers of any and all subrogation rights against SUPERINTENDENT. In all cases, Thriving YOUiversity, LLC’s insurance shall be primary, and any insurance providing coverage for SUPERINTENDENT, the Riverside County Board of Education, and/or their respective officers, employees and/or agents shall be secondary and non-contributing. Prior to commencing the services required pursuant to this Agreement, Thriving YOUiversity, LLC must provide to SUPERINTENDENT such certificates issued by Thriving YOUiversity, LLC’s insurer(s) as evidence that the insurance policies required by this Agreement are in full force and effect, and Thriving YOUiversity, LLC must provide an updated certificate of insurance to SUPERINTENDENT following each renewal and/or update of such policies. Within fifteen days of any request by



SUPERINTENDENT, Thriving YOUiversity, LLC must provide to SUPERINTENDENT a certified copy of any one or more such insurance policies. Thriving YOUiversity, LLC shall have in effect any and all insurance as may be required by applicable law. However, notwithstanding anything to the contrary, Thriving YOUiversity, LLC shall, for purposes of the Agreement, have in effect the following minimum levels of insurance coverage:

- A. **Commercial General Liability:** \$1,000,000 combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of Thriving YOUiversity, LLC in the performance of the work herein provided.
- B. **Automobile Insurance:** Equal to state minimum requirements shall be obtained for each vehicle(s) used in the performance of the Agreement covering any personal or property damage which may arise in or out of the Agreement obligation.
- C. **Professional Liability:** \$1,000,000 including coverage for errors and omissions caused by Thriving YOUiversity, LLCs negligence in the performance of its duties under this Agreement.

5. Rates

Consultation: LEA shall pay CONTRACTOR a daily rate of \$2,500.00 per Profession Learning day, inclusive of travel.

Total Contract Amount: **\$2,500.00**

6. Payment and Invoices

Thriving YOUiversity, LLC will invoice LEA after the session. All payment terms are due net 30 days from the date of invoice. Please make payments to:

Thriving YOUiversity, LLC
21520 Yorba Linda Blvd., Suite G #454
Yorba Linda, CA 92887



7. Notices

All notices shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the Notice page of the Contract. Notices to CONTRACTOR shall be addressed as indicated on Notice page of this Contract.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

AUHSD
Dr. Jaron Fried
Assistant Superintendent Ed.
Division

Thriving YOUiversity, LLC

Authorized Signature

Authorized Signature

Date 6/19/20

Date February 10, 2020



NOTICES

Notices to LEA shall be addressed to:

Dr. Jaron Fried

Name

Anaheim Union High School District

LEA

501 Cresecent Way

Address

Anaheim	CA	92801
City	State	Zip

714-999-3557

Phone

FAX

melena_ma@auhsd.us

Email

Notices to CONTRACTOR shall be addressed to:

Janeen Antonelli

Name

Thriving YOUiversity, LLC

CONTRACTOR

21520 Yorba Linda Blvd., Suite G #454

Address

Yorba Linda	CA	92887
City	State	Zip

760-963-3654

Phone

FAX

janeen@thrivingyouiversity.com

Email



Memorandum of Understanding between Anaheim Union High School District and Islamic Center of North America (ICNA) Relief

Introduction:

ICNA Relief strives to uplift the underserved in the US through a nationwide network of shelters, food pantries, health clinics, skill development programs, disaster relief services, refugee services and more. ICNA Relief works to build healthy communities, strengthen families and create opportunities for those in despair while maintaining their dignity and advocating for their basic human needs. In partnership with the District, ICNA will provide drive-thru food distributions. Food distributions will be located on the grounds of a school intended to provide a more readily accessible source of food assistance to low-income students, their families, and community members. On average, ICNA feeds over 300,000 people every year across the Nation through their services. Through this partnership we hope to be provided with great support to the schools and community in terms of hunger relief, and in turn hold our partners to high expectations in terms of communication, and a willingness to work with us to meet the needs of the school community. Services will be provided May 1, 2020, through June 30, 2021.

Responsibilities of the School:

1. Identify a "Food Distribution Coordinator" to orchestrate each drive-through distribution; greet the delivery driver at time of the delivery and assist the driver as needed with pallet movement, ensure proper distribution setup, and handle any on-site issues.
2. Store folding tables, produce baskets and other program supplies on site in a secure location.
3. Promote the food distribution to enrolled student's families via calling systems, posting on social media, and distribution of flyers.
4. Work in collaboration with nearby schools to expand outreach to the community by connecting with appropriate personnel, such as community liaisons.
5. Work to help ensure the distribution of all food (except waste/spoiled food). Allow for disposal of any waste in trash receptacles.
6. Allow for and approve of additional free resources to be provided during food distributions.
7. Provide an agreed upon space for distribution and be willing to reasonably accommodate ICNA Relief staff requests for a change in location as needed.
8. Have custodial staff who will assist in the clean up as needed.
9. Coordinate traffic control with the Anaheim Police Department as needed
10. District or Principal will advise ICNA Relief staff of any administrative changes for the school year.

11. Sign this written agreement with ICNA Relief.

Responsibilities of ICNA Relief: Drive-Thru Food Distributions

1. Arrive at designated distribution location in the agreed upon time.
2. Provide a selection of produce in quantities that will allow for approximately -- households.
3. Provide program staff management and on-going support for the program.
4. Palette/crate pick-up, pallets and crates need to be prepared for pick-up and placed near the food distribution area prior to the driver's arrival, for expedited pick-up.
5. Provide volunteer support
6. Have staff and volunteers who will primarily assist in the clean up of the distribution location.
7. Complete client intake and reporting requirements through an ICNA designated staff/volunteer member
8. Conduct National Background Checks on staff and volunteers with direct, repetitive contact with children (if applicable).
9. Provide a list of other volunteers from outside organizations including: names, titles, and contact information.
10. Provide a written agreement to be signed by a School District Representative.

Use of Food Provided by ICNA Relief:

1. Food will be distributed free of charge.
2. Food will not be transferred for money, property, or services.
3. Ensure safe and proper handling of the Product, which conforms to all local, state and Federal health regulations.

Code of Conduct and Customer Service: Anaheim Union High School District has gone to great lengths to create a specific atmosphere at our school distributions. Our staff and volunteers are specifically trained to assist in running food distributions in an efficient and welcoming manner. We require that staff and volunteers from partnering agencies, including ICNA Relief, adhere to the same standards of professionalism and customer service.

Conditions and Stipulations:

1. Both parties enter into this agreement voluntarily.
2. Either party may terminate the agreement by simply notifying the other party.
3. Any attachments are a part of this agreement.
4. Each site must be willing to abide by the policies, procedures, and record keeping requirements of ICNA Relief and AUHSD.
5. Staff or volunteers of the program will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
6. The partnering organization will allow ICNA Relief to monitor the food distribution operations site regularly.
7. Participant shall indemnify, defend and hold harmless Anaheim Union High School District, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, costs, demands,

liabilities or damages ("Loss") arising out of: (i) any personal injury or property damage occurring at Participant's Program site arising from any act, omission or negligence of Participant, its employees, agents, volunteers, participants or invitees, except that Participant shall not be required to indemnify the Indemnified Parties, or any of them, for a Loss that is finally determined by a court of competent jurisdiction to be caused by the active negligence of the Indemnified Parties, or any of them; and (ii) any breach, violation or nonperformance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed and performed by Participant. The foregoing indemnity shall survive the termination of this Agreement and shall remain binding on the Participant until such time as an action against the Indemnified Parties, or any of them, on account of such Loss is absolutely barred by any applicable statute of limitations.

- 8. Anaheim Union High School District reserves the right to terminate the agreement without notice if the program is found to be out of compliance.
- 9. ICNA Relief reserves the right to limit the types and quantity of food given to the site.

Either party can terminate this agreement immediately with or without cause upon notification of the other party. This agreement is binding from the date of signature until termination by either party. Failure to maintain terms of this agreement may result in partnership status being placed on hold or in some cases terminated. I accept and agree to abide by all the above terms and conditions.

Anaheim Union High School District

Dr Jaron Fried, Assistant Superintendent, Ed. Division

Signature

Date



Signature ICNA Representative

Abdullah Zikria Orange County Outreach Coordinator

Name and Title

To be signed by the School Principal once the school has been selected to participate in the program. By signing, I acknowledge that I have read the terms listed above.

Print name of School Principal

School Name

Signature of School Principal

Date

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT

Memorandum of Understanding between Anaheim Union High School District and Saddleback Church

Introduction:

Saddleback Church's mission is to provide a place where the depressed, the hurting, and hopeless can come and find help. To be a place of family, community, and hope. Currently, the Saddleback Church Food Pantry provides food, free of charge, to families and individuals in need through drive-thru distributions that will be located across the District. Volunteers will bring and place the food in the car, and then pray with each family. There is also a walk up space provided if individuals do not have a car. Services will be provided May 1, 2020, through June 30, 2021.

Responsibilities of the School:

1. Identify a "Food Distribution Coordinator" to orchestrate each drive-through distribution; greet the delivery driver at time of the delivery and assist the driver as needed with pallet movement, ensure proper distribution setup, and handle any on-site issues.
2. Store folding tables, produce baskets and other program supplies on site in a secure location.
3. Promote the food distribution to enrolled student's families via calling systems, posting on social media, and distribution of flyers.
4. Work in collaboration with nearby schools to expand outreach to the community by connecting with appropriate personnel, such as community liaisons.
5. Work to help ensure the distribution of all food (except waste/spoiled food). Allow for disposal of any waste in trash receptacles.
6. Allow for and approve of additional free resources to be provided during food distributions.
7. Provide an agreed upon space for distribution and be willing to reasonably accommodate Saddleback Church staff/volunteer requests for a change in location as needed.
8. Have custodial staff who will assist in the set-up clean up as needed.
9. Coordinate traffic control with the Anaheim Police Department as needed.
10. District or Principal will advise Saddleback Church staff of any administrative changes for the school year.
11. Sign this written agreement with Saddleback Church.

Responsibilities of Saddleback Church: Drive-Thru Food Distributions

1. Arrive at designated distribution location in the agreed upon time.
2. Provide a selection of produce in quantities that will allow for an agreed upon amount for households.

3. Provide program staff management and on-going support for the program.
4. Palette/crate pick-up, pallets and crates need to be prepared for pick-up and placed near the food distribution area prior to the driver's arrival, for expedited pick-up.
5. Provide volunteer support
6. Have staff and volunteers who will primarily assist in the clean up of the distribution location.
7. Complete client intake and reporting requirements through a Saddleback Church designated staff/volunteer member and/or train AUHSD volunteers in the intake process.
8. Conduct National Background Checks on staff and volunteers with direct, repetitive contact with children (if applicable).
9. Provide a written agreement to be signed by a School District Representative.

Use of Food Provided by Saddleback Church:

1. Food will be distributed free of charge.
2. Food will not be transferred for money, property, or services.
3. Ensure safe and proper handling of the Product, which conforms to all local, state and Federal health regulations.

Code of Conduct and Customer Service: Anaheim Union High School District has gone to great lengths to create a specific atmosphere at our school distributions. Our staff and volunteers are specifically trained to assist in running food distributions in an efficient and welcoming manner. We require that staff and volunteers from partnering agencies, including Saddleback Church, adhere to the same standards of professionalism and customer service.

Conditions and Stipulations:

1. Both parties enter into this agreement voluntarily.
2. Either party may terminate the agreement by simply notifying the other party.
3. Any attachments are a part of this agreement.
4. Each site must be willing to abide by the policies, procedures, and record keeping requirements of Saddleback Church and AUHSD.
5. Staff or volunteers of the program will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
6. Participant shall indemnify, defend and hold harmless Anaheim Union High School District, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, costs, demands, liabilities or damages ("Loss") arising out of: (i) any personal injury or property damage occurring at Participant's Program site arising from any act, omission or negligence of Participant, its employees, agents, volunteers, participants or invitees, except that Participant shall not be required to indemnify the Indemnified Parties, or any of them, for a Loss that is finally determined by a court of competent jurisdiction to be caused by the active negligence of the Indemnified Parties, or any of them; and (ii) any breach, violation or nonperformance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed and performed by Participant. The foregoing indemnity shall survive the termination of this Agreement and shall remain binding on the Participant until such

time as an action against the Indemnified Parties, or any of them, on account of such Loss is absolutely barred by any applicable statute of limitations. EXHIBIT JJ

- 7. Anaheim Union High School District reserves the right to terminate the agreement without notice if the program is found to be out of compliance.
- 8. Saddleback Church reserves the right to limit the types and quantity of food given to the site.

Either party can terminate this agreement immediately with or without cause upon notification of the other party. This agreement is binding from the date of signature until termination by either party. Failure to maintain terms of this agreement may result in partnership status being placed on hold or in some cases terminated. I accept and agree to abide by all the above terms and conditions.

Anaheim Union High School District
Dr. Jaron Fried, Assistant Superintendent, Ed. Division

Signature

Date


Saddleback Church Representative Signature

Cheryl Mackinnon CFO 6/5/2020
Name/Title/Date

To be signed by the School Principal once the school has been selected to participate in the program. By signing, I acknowledge that I have read the terms listed above.

Print name of School Principal

School Name

Signature of School Principal

Date

Condition and Stipulation Addendum

Anaheim Union High School District (AUHSD) shall indemnify, defend and hold harmless Saddleback Church, its volunteers, members, managers, partners, ealders, employees, subsidiaries, affiliates and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, costs, demands, liabilities or damages ("Loss") arising out of: (i) any personal injury or property damage occurring at AUHSD Program site arising from any act, omission or negligence of AUHSD, its employees, agents, volunteers, participants or invitees, except that AUHSD shall not be required to indemnify the Indemnified Parties, or any of them, for a Loss that is finally determined by a court of competent jurisdiction to be caused by the active negligence of the Indemnified Parties, or any of them; and (ii) any breach, violation or nonperformance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed and performed by AUHSD. The foregoing indemnity shall survive the termination of this Agreement and shall remain binding on AUHSD until such time as an action against the Indemnified Parties, or any of them, on account of such Loss is absolutely barred by any applicable statute of limitations.

Saddleback Church shall indemnify, defend and hold harmless Anaheim Union High School District (AUHSD), its volunteers, members, managers, partners, ealders, employees, subsidiaries, affiliates and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, costs, demands, liabilities or damages ("Loss") arising out of: (i) any personal injury or property damage occurring at AUHSD Program site arising from any act, omission or negligence of Saddleback Church, its employees, agents, volunteers, participants or invitees, except that Saddleback Church shall not be required to indemnify the Indemnified Parties, or any of them, for a Loss that is finally determined by a court of competent jurisdiction to be caused by the active negligence of the Indemnified Parties, or any of them; and (ii) any breach, violation or nonperformance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed and performed by Saddleback Church. The foregoing indemnity shall survive the termination of this Agreement and shall remain binding on Saddleback Church until such time as an action against the Indemnified Parties, or any of them, on account of such Loss is absolutely barred by any applicable statute of limitations.

APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

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

Name of Organization: **School:**

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

Staff Sponsor(s):

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

Proposed meetings:
Day(s): **Time(s):** **Location:**

Special equipment? No Yes – Describe:

Qualifications for membership, if any:

How are officers elected? **Term?**

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:

Career Technical Education – Entrepreneurship and Innovation
Through the use of Youth Entrepreneurs curriculum, students will cultivate an entrepreneurial mindset through the use of Foundational Values learning the importance of entrepreneurship in the market economy, opportunity recognition, communicate in business, ethical business behavior, social responsibility, competitive advantage and sustainability, market research and cost/benefit analysis, advertise and market products, business financial including pricing, operating costs, and projections. As students create their business plan, they will integrate academic knowledge to their own ventures, thus putting theory into practice. The YE teacher will use both formative and summative assessments throughout the YE Program curriculum.

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

Mrs. Barba will oversee and supervise the YE activities both in the classroom and after school. Mrs. Barba will also supervise YE field trips. Mrs. Barba will be representing YE in community and district events.

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

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:	Daisy Gonzalez Aduato
Signature of faculty sponsor:	
Printed name of faculty sponsor:	Patricia Barba

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:** 3/3/2020

Signature of Assistant Superintendent of Education: **Date:** 5/28/20

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:	Cypress High School	Date of Application:	1/21/2020
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Stories for Strong Kids (SSK)

Purpose of the group (Please describe thoroughly):

To help students at school with their writing and drawing skills to create inspiring and uplifting stories that will be shared with kids at CHOC Children's Hospital.

Frequency of group meetings:

Weekly

Proposed meeting day, time and location:

Day:	Mondays	Time:	Lunch	Location:	Room 307
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Applicant's Signature:	<i>Chinonye Omeirondi</i>	Date:	1/29/2020
Printed Name:	Chinonye Omeirondi		

Advisor's Signature:	<i>Jennifer Davidson</i>	Date:	1/29/2020
Printed Name:	Jennifer Davidson		

Principal's Signature:	<i>Daniel Klatzker</i>	Date:	2/24/20
Printed Name:	Daniel Klatzker		

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

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	5/28/20
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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:
Katella Mock Trial	Katella

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

Staff Sponsor(s):
 Matt Majewski

List purposes, objectives, and activities of organization (attach copy of Constitution and By-Laws)
 The purpose of Mock Trial will be to inform students to acquire a working knowledge of our judicial system, develop analytical abilities and communication skills, and gain an understanding of their obligations and responsibilities as participating members of our society. Students will research, collaborate, prepare for hypothetical court cases and then will TAKE ON ACTUAL courtroom roles (Judge, Lawyers, Jurors, Witnesses, Etc.) and simulate the complete trial experience. They will be assisted by the Teacher-mentor and an Attorney-mentor. Eventually, students will compete against other schools in competitions throughout Orange County to determine which schools most accurately represent an authentic courtroom experience by demonstrating their communication, creativity, and critical thinking skills.

Proposed meetings:

Day(s):	Thursday	Time(s)	2:45-3:45PM	Location	371
		:		:	

Special equipment? No Yes – Describe:

Qualifications for membership, if any:
 Attendance at meetings/practices to compete; otherwise none

How are officers elected?	Term?
Appointment by Adviser(s)	1 Year

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

The organization will boost and extend social science instruction related to Government, Economics, and United States History CA Framework standards. It provides students a hands-on way to engage directly with real-world legal and political situations while expanding student 5Cs capacities in the areas of communication, collaboration, critical thinking, and creativity. It will also expose students to numerous career opportunities in legal fields. Students will use all materials and training approved by the CRF which coordinates and runs all Orange County Mock Trial events. The goal is to eventually make this organization part of a larger future public policy pathway/initiative for students to

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

In addition to hosting all meetings, the adviser will be responsible for working with the President to coordinate and disseminate all Mock Trial materials, reviewing materials weekly with the group, overseeing all preparations for Mock Trial events, and accompanying the Mock Trial team to competitions throughout the year. The adviser is already signed up for trainings at his expense.

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

On-campus boba sales, On-campus shaved ice sales, food fairs, local restaurants sales

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

Signature of student making application:	<i>Sarahi Jasso</i>
Printed name of student making application:	Sarahi Jasso
Signature of faculty sponsor:	<i>[Signature]</i>
Printed name of faculty sponsor:	Matt Majewski

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:
Ben Carpenter, Principal <i>[Signature]</i>	4/29/2020

Signature of Assistant Superintendent of Education:	Date:
<i>[Signature]</i>	5/27/20

Education Office use Only:

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

Anaheim Union High School District
Education Division

**APPLICATION FOR CURRICULUM-RELATED STUDENT
ORGANIZATION**

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

Name of Organization:

Model United Nations Club

School:

Katella

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

Sarahi Jasso

Staff Sponsor(s):

Matt Majewski

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

- To engage in authentic simulation of the United Nations system by learning about the UN system, the skills of debate, compromise, conflict resolution, and negotiation.
- To enable MUN members to have fun learning about the workings of world diplomacy through the lens of current events.
- To help students achieve a global perspective on international problems
- Students meet regularly to better understand and simulate the actions and activities of the United Nations and member countries to real-world scenarios and crises occurring worldwide.
- Members will have the option to participate in Model UN competitions in Orange County throughout the year.

Proposed meetings:

Day(s)	Fridays (weekly)	Time(s)	2:45-3:45pm	Location	371
:		:		:	

Special equipment? No Yes – Describe:

Qualifications for membership, if any:

None

How are officers elected?

Appointment by adviser after application/interview process

Term?

One year

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

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

MUN connects directly to Social Science and English curriculum through many different lenses including history, government and economics, geography, conflict resolution, global and ethnic studies, public policy analysis, and through world languages, speech, debate, advocacy, and civic engagement. It is a program that is specifically designed to capture each of the 5Cs and to share them with community and fellow members to promote dialogue, understanding, tolerance, and global solutions to global challenges.

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

Oversees administration of the club and coordination with CRF of all MUN activities
Works with appointed officers to schedule, plan, and prepare for all meetings and competitive activities
Responsible for attending all club activities including competitions
Responsible for assisting appointed officers with all fundraising activities

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

Boba Sales, Shaved-Ice Sales, Restaurant partnerships, Donations from MUN organizations

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

Signature of student making application:	<i>Sarahi Jasso</i>
Printed name of student making application:	Sarahi Jasso
Signature of faculty sponsor:	<i>Matt Majewski</i>
Printed name of faculty sponsor:	Matt Majewski

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:
Ben Carpenter, Principal <i>BC</i>	4/29/2020

Signature of Assistant Superintendent of Education:	Date:
<i>[Signature]</i>	5/28/20

Education Office Use Only:			
Board of Trustees action:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date:

Submit completed form to the Assistant Superintendent of Education (mail location #15).



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-387857 - 1

Quote Expiration Date: 5/31/2020

Prepared By: Dennis Marinello

Customer Contact: Scott Jensen

Customer Name: Anaheim Union High School
 District

Title: Director of Human Resources

Enrollment: 28,000

Address: PO BOX 3520

Contract Term: 15 Months

City: ANAHEIM

Start Date: 6/20/2020

State/Province: California

End Date: 8/31/2021

Zip Code: 92803-3520

Phone #: (714) 999-5098

Product Description	Quantity	Unit	Extended Price
Initial Term 6/20/2020 - 8/31/2021			
License and Subscription Fees			
UT Applicant Tracking Video Interview	1.00	Each	USD 16,800.00
UT Applicant Tracking	28,000.00	Students	USD 0.00
UT Applicant Tracking Integration SparkHire	1.00	Each	USD 0.00
UT Applicant Tracking One Time Discount	1.00	Each	USD -2,800.00
Unified Talent Records	28,000.00	Students	USD 42,094.08
UT Records One Time Discount	1.00	Each	USD -7,015.68
UT Records Data Export Custom	1.00	Each	USD 0.00
UT Records Data Import Custom	1.00	Each	USD 0.00
UT Records Integration	1.00	Each	USD 0.00
UT Applicant Tracking Active Directory Integration	1.00	Each	USD 0.00
UT Records One Time Discount	1.00	Each	USD -7,015.68
UT SchoolSpring Job Board Unlimited	28,000.00	Students	USD 0.00

License and Subscription Totals: **USD 42,062.72**

Professional Services and Setup Fees			
Unified Talent Applicant Tracking Implementation - Basic	1.00	Each	USD 2,250.00
UT Applicant Tracking Integration Setup	1.00	Each	USD 0.00
Unified Talent Records Implementation - Advanced	1.00	Each	USD 7,350.00
PowerSchool Keys to Ownership	10.00	Hours	USD 2,100.00
UT Records Data Export Setup	1.00	Each	USD 0.00
UT Records Data Import Bulk File Tool	1.00	Each	USD 0.00
UT SchoolSpring Job Board Implementation Remote	28,000.00	Students	USD 0.00

Professional Services and Setup **USD 11,700.00**
 Fee Totals:

Quote Total

PowerSchool hereby agrees to allow the Customer to make the following non-standard payments for the current annual term:

Total Discount:	USD 54,321.28
Initial Term	6/20/2020 - 8/31/2021
Initial Term Total	USD 53,762.72

Due Date	Payment Amount
7/1/2020	USD 11,700.00
9/1/2020	USD 42,062.72
Payment Total	USD 53,762.72

Annual Ongoing Fees as of 9/1/2021

UT Applicant Tracking Video Interview	1.00	Each	USD 14,000.00
UT Applicant Tracking	28,000.00	Students	USD 0.00
UT Applicant Tracking Integration SparkHire	1.00	Each	USD 0.00
Unified Talent Records	28,000.00	Students	USD 35,078.40
UT Records Data Export Custom	1.00	Each	USD 0.00
UT Records Data Import Custom	1.00	Each	USD 0.00
UT Records Integration	1.00	Each	USD 0.00
UT Applicant Tracking Active Directory Integration	1.00	Each	USD 0.00
UT SchoolSpring Job Board Unlimited	28,000.00	Students	USD 0.00

Annual Ongoing Fees Total: **USD 49,078.40**

Fees charged in subsequent periods within the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the Master Services Agreement. Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Treatment of purchases orders are governed as provided in the Master Services Agreement referenced below.

By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 5-28-2020

Anaheim Union High School District
Signature:

Printed Name: Brad Jackson

Title: Assistant Superintendent,
Human Resources

Date:

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on June 11, 2020, by and between the Anaheim Union High School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2020, through and including June 30, 2021, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred dollars (\$400) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

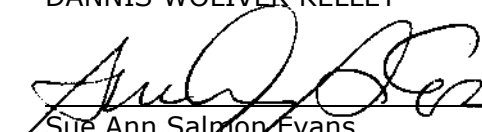
IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

ANAHEIM UNION HIGH SCHOOL DISTRICT

Michael Matsuda
Superintendent

Date

DANNIS WOLIVER KELLEY



Sue Ann Salmon Evans
Attorney at Law

June 11, 2020
Date

At its public meeting of _____, 2020, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT

THIS AGREEMENT, dated the 19TH day of JUNE 19, 2020, in the County of Orange, State of California, is by and between the “District”, and BLOOM SOFTWARE, INC. DBA THRIVELY, (hereinafter referred to as “Contractor”).

Whereas. Contractor agrees to provide Thrively Pro Personalized Platform and related services for the District’s and shall provide all application access and work as provided in Exhibit A of this Agreement;

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

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

2. Term of Agreement is June 19, 2020, through June 30, 2021. The District may elect to extend the Agreement yearly for up to four additional annual terms, by mutual written consent of both Developer and District.

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

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

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

4. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Contractor, at the Contractor’s sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers, employees and

agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to this Agreement, including but not limited to, any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the bid documents or any document furnished by the Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the bid documents;
- (d) any failure to provide notice to any party as required under the bid documents; or
- (e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

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

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

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

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

Commercial General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
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Subject to the same limit for each person on account of one accident, in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
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Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined single limit, bodily injury and property damage in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
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Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California	<u>\$1,000,000.00</u>
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8. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of (STATE), and that (OFFICER), whose title is (TITLE), is authorized to act for and bind the corporation.

9. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

10. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or

interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

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

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

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

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

to enforce strict compliance with any such terms or conditions but the same shall continue in full force and effect.

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

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

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

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

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

19. The Contractor hereby agrees, under the Agreement, he will comply with the Anaheim Union High School Board of Trustee's Policy (BP 6317.15) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

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

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

OR

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

21. As we enter into a contract for digital resources, that Contractor must sign the California Student Data Privacy Agreement or CSDPA (attached). California has passed student data privacy laws, Ed Code 49073.1 (incorporating AB 1584) and California Business & Professions Code 22584 (incorporating SOPIPA), that require schools to only enter into contracts for digital resources that meet the stated data privacy thresholds; therefore, we need to have a signed data privacy agreement. If Contractor has a CSDPA V2 contract with an Exhibit E with another District, the District may elect to execute it's own Exhibit E.

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

If the Contractor refuses or fails to comply with this section, such refusal or failure shall be considered sufficient cause for termination of the Agreement, in whole or in part, under Item 14., the default provision clause of the Agreement.

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

CONTRACTOR:

DISTRICT:



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

(Signature, Authorized Representative)

(Signature, Authorized Representative)

Girish Venkat

Jennifer Root, Ed.d.
Assistant Superintendent, Business Services
Anaheim Union High School District

Signer's Name

CEO

Title

46-2938115

(EIN)

310.266.0494

(Telephone)

Anaheim Union High School District

Thrively Pro Personalized Learning Platform
Page 6 of 11

girish@thrively.com

(Email Address)

June 18, 2020

(Date)

(Date)

DISTRICT Board of Education Approval Date: JUNE 18, 2020

**CERTIFICATION
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

To the Governing Board of Anaheim Union High School DISTRICT:

I, (FIRST AND LAST NAME), certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at Burbank, CA on June 18, 2020
(CITY), (STATE) (DATE)



Signature

Girish Venkat

Typed or printed name

CEO

Title

3900, W Alameda Ave, Suite 1200, Burbank, CA 91505

Address

310.266.0494

Telephone

Exhibit A

Product to be provided by Contractor

Thrively Pro Personalized Learning Platform features include:

- Strength Assessment designed by leading pediatric neuropsychologists
- Inspiring Strengths Profile Report which empowers students with knowledge about what makes them unique
- Career Exploration Pathway videos which connect to the world of work, driven by a student's identified strengths and aspirations
- Skill Building with rich library of all lessons and courses to build skills in SEL, 4C's, and more
- Goal Setting and Tracking with our Personalized Digital Portfolio for each student to set goals and track growth
- PBL and Deeper Learning with our highly-collaborative Project Tool to support project-based learning, capstone projects, and experiential learning
- Dashboard and Data for teachers, school and district staff to assess and direct the progress of students and groups of students, and provide feedback on student activities as they are completed.
- Most recent version of the product, including and upgrades, patches, and enhancements to the system

Services to be provided by Developer

- Professional Development
- Technical support: Access to our personalized learning coaches to customize Thrively classroom experience
- FAQ: Access to our detailed FAQ area and online resources

Integration to be provided by Developer

- Technical Support Documentation and access to our technical support team to integrate into Schoology
- sFTP support for student and teacher rosters sync up
- Google single-sign on support

Program Costs

Anaheim Union High School District

Thrively Pro Personalized Learning Platform
Page 9 of 11

1. Thrively Pro District License:

\$75,000/year

2. Professional Development/Training/Coaching:

10 90-minute online PD sessions included in the District license.

Additional PD: \$500/session, 90-minute online PD

3. Support for Service Learning

- a) Customized Lessons in Playlist to engage students around meaning of service learning (including connections to the 5Cs) and to help them select an appropriate service project
- b) Construction of local Activity Boards listing all AUHSD curated service learning options available in the area
- c) Build detailed goal(s) around district expectations for students in meeting their service learning requirement
- d) Track student-reported service hours and share information with district so they can run reports and message students/parents accordingly

4. Business Connection Projects

Develop custom PBL unit in collaboration with a local industry partner.

\$5000 / Project

5. AIME program support

The following included in the District License:

- a) Customized Lessons in Playlist to use during the initial application phase
- b) Skill-development Playlists (Lessons and Journal Reflections) for the AIME course that students do each week alongside their internships
- c) Build goals and customize the Digital Portfolios to best track student work experience and connect back to Anaheim 5C development

Exhibit B
(See CSDPA V2 enclosed on next pages)

CALIFORNIA STUDENT DATA PRIVACY
AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

AND

Provider:

Date:

This California Student Data Privacy Agreement (“DPA”) is entered into by and between the (hereinafter referred to as “LEA”) and (hereinafter referred to as “Provider”) on . The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated (“Service Agreement”); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (“SOPIPA”) found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit “A” hereto:
3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit “B”.
4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA’s request for Student Data in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit “A”, Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use**. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure**. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Student Data” form, a copy of which is attached hereto as Exhibit “D”. Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.
 - a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA’s request to transfer data to a separate account, pursuant to Article II, section 3, above.
 - b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.
6. **Advertising Prohibition**. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- .. Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a.** The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
- b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i.** The name and contact information of the reporting LEA subject to this section.
 - ii.** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii.** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c.** At LEA’s discretion, the security breach notification may also include any of the following:
 - i.** Information about what the agency has done to protect individuals whose information has been breached.
 - ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d.** Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .
2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: _____

Title: _____

Contact Information:

The designated representative for the Provider for this Agreement is:

Name: _____

Title: _____

Contact Information:

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: _____

Title: _____

Contact Information:

6. Entire Agreement. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and


either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority**. Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **Successors Bound**. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider:

BY:  _____ Date: _____

Printed Name: _____ Title/Position: _____

Local Education Agency:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

EXHIBIT “B”

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	
	Other application technology meta data- Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
Enrollment	Other demographic information- Please specify:	
	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information- Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

EXHIBIT QQ

Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID	

	number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc. Other student	

EXHIBIT QQ

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time _____.
 *Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

EXHIBIT “C”

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology (“NIST”) Special Publication Digital Authentication Guideline.

Operator: The term “Operator” means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term “Operator” is replaced by the term “Provider.” This term shall encompass the term “Third Party,” as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT “D”

DIRECTIVE FOR DISPOSITION OF DATA

directs to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

<p><u>Extent of Disposition</u></p> <p>Disposition shall be:</p>	<p>_____ Partial. The categories of data to be disposed of are as follows:</p> <p>_____ Complete. Disposition extends to all categories of data.</p>
<p><u>Nature of Disposition</u></p> <p>Disposition shall be by:</p>	<p>_____ Destruction or deletion of data.</p> <p>_____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.</p>
<p><u>Timing of Disposition</u></p> <p>Data shall be disposed of by the following date:</p>	<p>_____ As soon as commercially practicable</p> <p>_____ By (Insert Date) _____</p>

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of Provider

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and _____ and which is dated _____ to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider:

BY:  _____

Date: _____

Printed Name: _____

Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: _____

Title: _____

Email Address: _____

EXHIBIT “F” DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

**SUPPLEMENT TO
CONTRACT FOR CONSULTING SERVICES (#2)**

THIS SUPPLEMENT TO CONTRACT FOR CONSULTANT SERVICES ("Supplement") is made and entered into this 1st day of June 2020 by and between the Anaheim Union High School District, a California school district ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant").

RECITALS

- A. Client and Consultant have entered into that certain Contract for Consultant Services dated as of March 1, 2018 ("Contract") and Supplement No. 1 dated June 20, 2019 ("Supplement").
- B. The parties to this Supplement desire to change the term of the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto supplement and amend the Contract as hereinafter set forth.

- 1. The term is extended from July 1, 2020 through June 30, 2021
- 2. All other terms and conditions of the Contract, except as set forth herein, including without limitation the Fee Schedule set forth in Exhibit "A" of the Contract, shall remain in full force and effect.

WHEREFORE, this Supplement is executed by the parties as of the date set forth above.

CLIENT: ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Jennifer Root
Assistant Superintendent, Business

CONSULTANT: TOWNSEND PUBLIC AFFAIRS, INC.
a California corporation

By:  _____
Christopher Townsend
President and Secretary

CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract") is made and entered into as of this 1st day of March 2018, by and between Anaheim Union High School District, a California school district ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant"). For valuable consideration, Client and Consultant agree:

1. Term.
This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."
2. Services.
Consultant will, in accordance with the terms of this Contract, perform the services described in Exhibit "A," ("Services").
3. Fees.
Client agrees to pay Consultant for the services in accordance with the provisions of the Fee Schedule set forth in Exhibit "A." The Consultant will submit a monthly invoice to Client reflecting the fee and including any expenses incurred for such month. Client shall pay each billing within thirty (30) days of receipt thereof.
4. Expenses.
Subject to prior written authorization, Client shall reimburse Consultant for all itemized expenses with third party vendors incurred while providing Services as defined herein on behalf of Client. Such expenses shall be billed to the Client on a monthly basis and reimbursement thereof will be due upon receipt.
5. Laws, Rules and Regulations.
Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.
6. Lobbyist Registration
As a lobbyist employer, Client is required to file a Form 602 with the California Secretary of State, a quarterly Form 635, and register with the United States Congress. Consultant will prepare all forms for Client's signature and will file the forms on your behalf of Client. All filing fees will be Client's responsibility.
7. No Condition to Payment.
It is the intention of the parties to this Contract that the Services rendered hereunder and the payments made hereunder and the payments made therefore are not in any way contingent upon the defeat or enactment of any legislative or administrative proposal or the achievement of any specific result. Consultant has made no representation or warranties regarding the achievement of any particular result or results. The parties hereto agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of services rendered hereunder. Consultant does not guarantee any specific results in connection with the provision of services.
8. Independent Contractor.
It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent,

joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others under the terms of this Contract during the entire term hereof.

9. Work Product

Any tangible work product that is developed by Consultant shall be the property of the Client.

10. Confidentiality.

Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from the Client

11. Termination.

This Contract may be terminated by either party upon thirty (30) days written notice to the other party specifying desired date of termination.

12. Contract Modifications.

Client and Consultant agree that the terms and conditions of this Contract shall constitute the entire agreement between the parties signatory hereto as to the matters set forth herein. Client and Consultant may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the parties' signatory hereto.

13. Attorneys Fees.

Client and Consultant agree that the prevailing party in any dispute under this Agreement shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction.

14. Certification of Non-Discrimination.

By signing this Contract, Consultant certifies that it does not discriminate in hiring on the basis of race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical handicap or medical conditions.

15. Notice.

Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

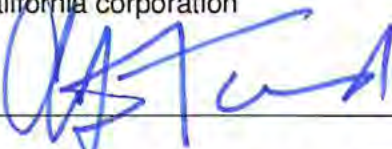
To Client: Anaheim Union High School District
Attention: Michael Matsuda, Superintendent
501 W. Crescent Way
Anaheim, CA 92801

To Consultant: Townsend Public Affairs, Inc.
Attention: Christopher Townsend, President
1401 Dove Street, Ste. 330
Newport Beach, CA 92660

16. Execution.
The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

"CONSULTANT"

TOWNSEND PUBLIC AFFAIRS, INC.,
a California corporation

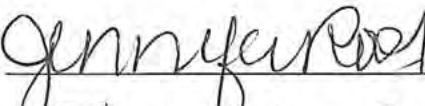
By: 

Name: Christopher Townsend

Title: President

"CLIENT"

Anaheim Union High School District
a California school district

By: 

Name: Jennifer Root

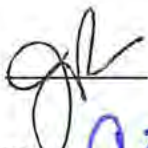

Title: Asst. Supt. Business

**EXHIBIT "A"
TO
CONTRACT FOR CONSULTANT SERVICES**

TERM: March 7, 2018 through June 30, 2019

FEE SCHEDULE: \$5,000 per month

SERVICES: Please see the attached subsection from the Proposal for Grant Funding Services for full description of services provided.

Client Initials 
Consultant Initials 

- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the District to develop a proactive and comprehensive strategic funding plan that serves the needs of the District's priorities. *The plan will do more than simply identify District projects*; it will outline and prioritize multiple funding options for each project, and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.
- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the District's projects. TPA will then share these opportunities with the District for further assessment and determination if a grant application is warranted. The District will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.
- **Establishment of Clear Accountabilities:** TPA will coordinate with the District to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided and the District is burdened as little as possible while TPA pursues a grant opportunity.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each District grant application. TPA will also leverage relationships with relevant officials and program officers in various state and federal funding agencies to ensure that District grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding. TPA will also provide strategic assistance, such as letters of support from key stakeholders and other materials, to make the application as compelling and competitive as possible. TPA will ensure that applications are submitted prior to the deadline. TPA will also obtain a receipt for proof of submission.
- **Post-Grant Submittal Funding Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on District's projects and convey their support for those projects.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the District. This assistance will include interacting with granting agencies on behalf of the District, providing support for the drafting and submission of required reports, evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements.

SCOPE OF SERVICES

- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. In those instances where grant applications are unsuccessful, TPA will work with the relevant state and federal funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.

DISTRICT GRANT FUNDING OPPORTUNITIES

EXHIBIT RR

ARTS AND CULTURE

- **Arts Education (March 22, 2018):** Administered by the California Arts Council, the program provides funding to promote and support arts education. Two grants are available:
 - **Artists in Schools:** provides funding for projects that integrate community arts resources—local artists and non-profit arts organizations—into comprehensive, standards-based arts-learning for PreK-12 students during the school day. Applicants' projects must take place during regular school hours at the school site, and should address the unique circumstances of the school environment
 - **Professional Development:** provides funding for the planning and delivery of Professional Development (PD) in arts integration to educators and administrators. Professional Development projects should be designed to cultivate student learning in, through and/or about the arts. The Professional Development
- **Art Works Grant (July 12, 2018):** Administered by the National Endowment for the Arts, the program provides funding so that every student is engaged and empowered through an excellent arts education, including the following three project types:
 - **Direct Learning:** provides funding for arts instruction for students, generally pre-K through 12th grade, that result in increased knowledge and skills in the arts and occur inside or outside the school system.
 - **Professional Development:** provides funding for opportunities for classroom teachers, arts specialists, teaching artists, school/district administrators, other educators, and community leaders to learn how to engage students in high quality arts learning and improve instruction.
 - **Collective Impact:** provides funding for projects that increase student access to arts education through collective, systemic approaches.
- **Fender Music Grant (Continuous):** Administered by the Fender Music Foundation, the program provides instruments and equipment to music instruction programs.
- **Our Town Grant (Fall 2018):** Administered by the National Endowment for the Arts, the program provides funding to support creative placemaking projects that help to transform communities into lively, beautiful, and resilient places.

FACILITIES AND INFRASTRUCTURE

- **Active Transportation Program Grant (June 2018):** Administered by the California Department of Transportation, the program provides funding for active modes of transportation, as well as biking, walking, safety, and mobility for non-motorized users.
- **Career Technical Education Facilities Grant (Fall 2018):** Funded by Proposition 51 and administered by the California Department of Education, the program provides funding to reconfigure, construct, or modernize Career Technical Education (CTE) facilities, and/or purchase equipment for CTE programs and to joint powers authorities to modernize CTE facilities and/or equipment. The first round took place in Fall 2017.
- **Lowe's Community Partners Grant (May 11, 2018):** Administered by the Lowe's Charitable and Educational Foundation, the program provides funding for high-need projects such as building/renovations upgrades, grounds improvements, technology upgrades, and safety improvements.
- **Lowe's Toolbox for Education (September 28, 2018):** Administered by the Lowe's Charitable and Educational Foundation, the program provides funding for improvements at public schools.
- **National School Lunch Equipment Assistance Grant (Fall 2018):** Administered by the California Department of Education, the program provides funding to purchase the equipment needed to serve healthier meals, meet the new nutritional standards with an emphasis on more fresh fruit and vegetables, improve food safety, and expand access

PARKS AND RECREATION

- **Baseball Tomorrow Fund (March 1, 2018):** Administered by the Major-League Baseball Community, the program provides funding for the rehabilitation of baseball fields, as well as amenities such as lighting, bleachers, and fencing.
- **Build It Yourself Grant (May 4, 2018):** Administered by the KaBOOM! Foundation, the program provides funding for the purchase of playground equipment for public agencies without a playground or with existing equipment that is unsafe for children.
- **Good Sports Program Grant (Continuous):** Administered by Good Sports Inc., the program provides new equipment, apparel, and footwear to disadvantaged youth. This donation-based company provides recreation programs or jurisdictions with equipment, apparel, and footwear at 90 percent off retail market value.
- **Recreational Trails Program (Spring 2018):** Administered by the California Department of Parks and Recreation and the California Department of Transportation, the program provides funding for recreational trails and trails-related projects.

FUNDING OPPORTUNITIES

- **Tennis Facilities Program Grant (Continuous):** Administered by the US Tennis Association, the program provides funding for line painting, resurfacing, facility amenities, and new construction.
- **US Soccer Foundation Program Grants (Safe Places to Play: May 25, 2018 and Program Grant: February 2, 2018):** The program grant provides funding to indoor and outdoor field projects, including program equipment and program operating expenses. The safe places to play grant provides funding to indoor and outdoor field projects, including synthetic turf, lighting, irrigation, and sport court.

STUDENT SERVICES

- **Barona Band of Mission Indians Education Program Grant (June 2018):** Administered by the Barona Band of Mission Indians Foundation, the program provides funding to schools for materials that promote academic improvement, and will benefit current and future students, including books and computers.
- **California-Grown Fresh School Meals Program Grant (March 1, 2018):** Administered by the California Department of Education, the program provides funding to encourage schools participating in the National School Lunch Program (NSLP) or School Breakfast Program (SBP) to purchase California-grown food, and to expand the number of freshly prepared school meals that use California-grown ingredients. CDE will give priority to school sites with a high Free and Reduced Price Meal (FRPM) percentage.
- **California Learning Communities for School Success Grant (Letter of Intent Deadline: February 14, 2018):** Administered by the California Department of Education, the program provides funding to support programs aimed at improving student outcomes through the reduction of truancy and supporting students who are at risk of dropping out of school or are victims of crime.
- **Education Homeless Children and Youth Grant (Spring 2019):** Administered by the California Department of Education, the program provides funding to facilitate the enrollment, attendance, and success in school of homeless children and youth; and ensure homeless children and youth have equal access to the same free, appropriate, public education as provided to all other students. Services provided cannot replace the regular academic program and must be designed to expand or improve services that are part of the school's regular academic program.
- **Farm-to-School Grant (Winter 2018):** Administered by the US Department of Agriculture, the program provides funding for the implementation of farm to school programs that improve access to local foods in eligible schools.

TRANSPORTATION

- **Alternative and Renewable Fuel and Vehicle Technology Grant (Spring 2018):** Administered by the California Energy Commission, the program provides funding to projects that will establish or expand infrastructure necessary to store, distribute and dispense compressed natural gas (CNG) for use in natural gas vehicles.
- **Clean Diesel Funding Assistance Grant (Summer 2018):** Administered by the US Environmental Protection Agency, the program provides funding for projects that achieve significant reductions in diesel emissions in terms of tons of pollution produced and exposure, particularly from fleets operating in areas designated by the Administrator as poor air quality areas.
- **Clean Diesel Rebate Program (Fall 2018):** Administered by the US Environmental Protection Agency, the program provides rebates to encourage school bus fleet turnover so more children can ride buses with the cleanest emissions standards or buses that have been retrofitted to reduce emissions.
- **Clean Vehicle Rebate Program (Fall 2018):** Administered by the California Air Resources Board, the program provides funding to help California fleets purchase advanced technology trucks and buses.
- **Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project and Low Nox Engine Incentive (Fall 2018):** Administered by the California Air Resources Board, the program provides funding to help California fleets purchase advanced technology trucks and buses.
- **Natural Gas Vehicle Incentive Project (Continuous):** Administered by the California Energy Commission, the program provides funding to reduce the purchase price of new on-road natural gas vehicles.

FEE SCHEDULE

EXHIBIT RR

DESCRIPTION OF SERVICES	FEE
Grant Funding Services	\$5,000 Per Month*
• Conduct Detailed Orientation	Included
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Establishment of Clear Accountabilities	Included
• Grant Application Development and Submittal	Included
• Post-Grant Submittal Funding Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
<i>*The monthly fee includes all reasonable business and travel expenses</i>	

2019-2020 THROUGH 2021-2022
Amended AGREEMENT BETWEEN THE
NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM
AND THE ANAHEIM UNION HIGH SCHOOL DISTRICT
FOR
ROP CAREER GUIDANCE SPECIALIST SUPPORT SERVICES

THIS AGREEMENT, made and entered into effective the 1st day of July 2019, by and between the Anaheim Union High School District of Orange County, with principal offices located at 501 N. Crescent Way, Anaheim, California 92801, hereinafter referred to as the DISTRICT and the North Orange County Regional Occupational Program with principal offices located at 385 N. Muller St., Anaheim, California 92801, hereinafter referred to as PROGRAM.

WITNESSETH:

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

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

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

total cost of providing such services, calculated as follows:

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

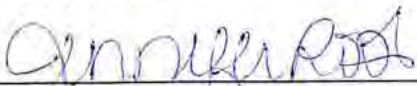
III. REIMBURSEMENT by the PROGRAM will be made to the DISTRICT within thirty (30) days upon issuance of a monthly invoice commencing the month of September.

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


V. TERMS OF THIS AGREEMENT will be effective for the period July 1, 2019, through June 30, 2020, unless terminated by either party. Three year agreement, ending June 30, 2022.

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

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



Jennifer Root, Ed.D., Asst. Supt.,
SUPERINTENDENT OR DESIGNEE Business
ANAHEIM UNION
HIGH SCHOOL DISTRICT



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

ANAHEIM UNION HIGH SCHOOL DISTRICT

2019-2020 ROP CAREER GUIDANCE SPECIALIST SUPPORT SERVICES

ADDENDUM

ROP Career Guidance Specialist Support Services			
	2018-2019	2019-2020	2020-2021
District	Current Reimbursement	75%	50%
Anaheim Union	\$ 823,813	\$ 617,859	\$ 411,906

Career Guidance Specialist	School Site
Karina Bradford	Loara High School
Amie M. Cuellar	Anaheim High School
Anita Gaston	Cypress High School
Kendra Johnson	Kennedy High School
Diane Kuramoto	Magnolia High School
Victoria Mellgren	Oxford Academy
Lacie Mounger	Katella High School
Lisa Rockwell	Savanna High School
Natalie Saldivar	Western High School
TBD	Gilbert High School



CAREER GUIDANCE SPECIALIST PERFORMANCE OBJECTIVES 2019-20

1. Championing Student Success and Monitoring Student Achievement in ROP

The most important role of any CGS is serving as a champion for student success. This means that the CGS must not only know about the career pathway programs available to students, but also whether or not specific programs are the right fit for the student. Students' interests, aptitudes, and abilities, including Section 504 and Individualized Education Plans, must be considered before taking any course or pathway sequence. The establishment of a monitoring system that is consistent and ongoing is essential to identify students in need. A CGS can assist other counselors and instructors in monitoring student achievement whether in terms of attendance, discipline, grades, interventions, progress reports, or other support needs. The goal for all stakeholders is to identify student issues early and provide interventions in order to increase student achievement and retention.

2. Observing Student Learning and Pathway Instruction

Observing student learning through classroom visitations provides CGSs with a valuable opportunity to learn more about ROP career pathways, including curriculum, instructional strategies, skills assessment, and most importantly, student learning. This knowledge strengthens the CGS's career counseling skillset and allows him/her to articulate the expectations, impact, and value of career technical education. ROP will train CGSs how to conduct and document, and schedule student learning observations for ROP classes integrated within the school day or offered at another campus as a Regional Course Offering. The minimum expectation is that a CGS complete at least one observation of each career pathway course offering on his/her campus per semester. In addition, CGSs who maintain regular (weekly) direct contact with the on-campus ROP instructors create a proactive, support network for ROP staff and students. The minimum expectation is that a CGS complete an observation of at least two after-school, ROP Regional Course Offerings per semester located on or off-campus.

3. Marketing and Promoting ROP

Marketing and promoting ROP is an ongoing process which must be done proactively, strategically, and systematically. The positive approaches taken by the CGS may vary due to career pathway programs offered, number of feeder schools, and availability of school and community resources. Sample marketing and promoting activities include, but are not limited to the following: arranging or conducting career pathway tours; highlighting ROP student and staff success and value; hosting and organizing a career fair or ROP showcase; incorporating ROP in the school's promotional, public narrative; keeping nominating students for pertinent school and external awards, recognitions, and scholarships; providing flyers for career pathway programs; presenting to students, parents, and other school stakeholders on ROP; posting and updating website information about ROP; and writing or creating bulletin, newsletter, and video announcements.

The CGS must be active and strategic in marketing and promoting ROP career pathways to current and incoming students and their parents. In addition, the CGS must do the same among school administrators, counselors, support staff, and teachers by keeping them abreast of ROP events, career pathway course information, policies and procedures, staffing, and student achievement results. Finally, marketing and promotion must extend beyond the school through outreach to feeder elementary, middle, and junior high schools, civic groups, government agencies, and the greater community. Assistance may be requested or provided from ROP administrators, instructors, and support staff.

4. Keeping Current on ROP Career Pathway Programs

The CGS is often the first person contacted regarding information about ROP career pathway programs, scheduling courses, and career guidance; therefore, it is essential that he/she takes the time and makes every effort to succeed in this role through advanced knowledge and preparation. The CGS must possess working knowledge of ROP including, but not limited to the following: career pathway requirements and course sequences; certifications, employment, and work-based learning opportunities; ROP policies and procedures; college course articulation, advanced placement, and dual enrollment opportunities; and how best to determine student placement appropriately. In addition, the CGS is responsible for collaborating with colleagues to build shared knowledge in order to implement ROP programs. Active participation in ROP activities as listed in the next section will assist with this responsibility.

5. Participating in ROP Activities and Events

ROP calendars most activities including meetings, trainings, and special events early in the year. This advanced planning allows CGSs to ensure that their school and students are not only appropriately represented, but also connected to the CTE community. If a CGS cannot attend a CGS or ROP-sponsored activity, he/she is responsible for determining whether or not to secure alternate representation. Such activities include, but are not limited to:

Board of Trustees, City Council, and Community Group Meetings

ROP staff and students are often recognized for their achievement at district/ROP Board of Trustees, City Council, and community group meetings. CGSs often serve as the liaison with these entities to coordinate staff and student attendance. By facilitating and attending these meetings, CGSs strengthen the awareness and support of CTE career pathway programs.

CGS Meetings

To successfully navigate CTE and the ROP career pathway programs, regular CGS meetings are held. These meetings typically start promptly at 8:00 am, and end at approximately 10:30 am. All meetings are held at the ROP Education Center, 385 N. Muller Street, Anaheim, unless otherwise noted. **CGS meetings scheduled for the 2019-20 school year include:**

Friday, August 30th
 Friday, September 27th
 Friday, October 25th
 Friday, November 22nd

Friday, January 31st
 Friday, February 28th
 Friday, March 27th
 Friday, April 24th

CTE Advisory Boards/Committee Meetings

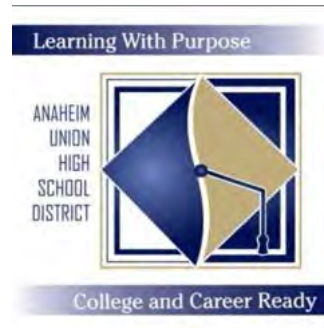
North Orange County ROP partners with business, community, and industry partners to conduct advisory board/committee meetings for each career pathway. These meetings provide CGSs and instructors valuable information on current economic, educational, and employment trends. In addition, these meetings provide an opportunity to build shared knowledge about the ROP career pathway programs and how to improve student achievement. Some advisory board/committee meetings are coordinated in conjunction with other agencies including partner districts, other ROPs, and Vital Link.

ROP District/School Planning Meetings

Advanced planning is required for improving, removing, or starting career pathway programs in schools. Although planning is ongoing, important decisions need to be made as early as October, November, and December prior to the start of the next school year. Each school district does CTE planning differently, but ROP is a critical piece for all.

ROP Special Events

ROP sponsors special events for stakeholders throughout the year such as the annual Celebration of Success Awards Ceremony honoring outstanding ROP students and a Partnership Breakfast for district/school administrators, counselors, and guidance staff.



AGREEMENT BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND

CUMMING MANAGEMENT GROUP

FOR

PROGRAM / PROJECT MANAGEMENT SERVICES

AGREEMENT FOR PROGRAM / PROJECT MANAGEMENT SERVICES

This Agreement for Program / Project Management Services (“Agreement”) is made and entered into this 30th day of June, 2020, by and between the **Anaheim Union High School District** (“District”) and **CUMMING Management Group** (“Program/Project Manager” – “PPM”). This Agreement shall include all terms and conditions set forth herein, as well as Exhibits “A”, “B”, “C”(not used), “D” (not used), “E”, and “F” (RFP 2015-20) attached hereto and incorporated herein by reference.

WHEREAS, the District desires to obtain Program/Project Management Services (“Services”) relating to the managing and administering of the District’s capital improvement program (“CIP”) and construction projects funded by the District’s Measure H Bond Program and other funding sources at various schools and other facilities located in the District (“Program”).

WITNESSETH:

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. RESPONSIBILITIES AND SERVICES OF PROGRAM / PROJECT MANAGER

- 1.1. Scope: The PPM shall provide the services described herein and under all Exhibits for the Program, including, without limitation, all work necessary to develop a Program Management Plan for the CIP funded by Measure H and additional funds from other sources.
- 1.2. Coordination: In the performance of services under this Agreement, the PPM agrees that it will accept District direction only through the District’s designated representatives, keep District designated representatives informed and maintain coordination with District personnel through District’s designated representatives as may be requested and desirable. The PPM shall cooperate and coordinate all services required pursuant to this Agreement with any architects, construction managers (if applicable), inspectors or other consultants retained by the District in connection with the Program.
- 1.3. Program/Project Manager’s Services: The PPM shall act as an independent contractor and representative of the District to furnish all work, labor materials, services including, without limitation, architectural and engineering coordination, and administrative services as required and in accordance with the terms and conditions of this Agreement (“Services”). The PPM’s services will be performed and completed in accordance with the schedule that will be developed with the District at Program and Project levels to maximize funding opportunities, and current and emerging academic and operational needs.

- 1.4. Standard of Care: The PPM shall perform its Services in accordance with the standard of care normally practiced by program/project management firms in performing services of a similar nature for California school districts at the time and place the services are performed. The Services (or any product thereof) shall, without limitation, comply with applicable laws, codes, standards, rules, and regulations that the District and its professional consultants must comply with.
- 1.5. Project Deliverables: The requirements set forth herein shall not be construed as a comprehensive list of all required deliverables, but shall be read in conjunction with the requirements set forth in the Agreement.
- 1.5.1. Project Deliverables
- 1.5.1.1. Master Schedules for the Program and all Projects.
 - 1.5.1.2. Scope of Work for each Project.
 - 1.5.1.3. Program-wide Monthly Progress Report.
 - 1.5.1.4. Project-specific Monthly Progress Reports.
 - 1.5.1.5. Program Budget Allocation Model.
 - 1.5.1.6. Program-wide Procedures Manual for standard design phase and construction administration.
 - 1.5.1.7. Citizens' Oversight Committee Reports.

2. PROGRAM / PROJECT MANAGER STAFF

- 2.1. The PPM has been selected to perform the work herein because of the skills and expertise of key individuals. Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of the PPM. The PPM shall conform to District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by the PPM.
- 2.2. The PPM agrees that the following key people in PPM's firm shall be associated with the Program in the following capacities and will continue their assignments on the Program during the entire term of this Agreement and any extensions:

Principal In Charge/ Vice President:	Anthony Sanchez
Program Director:	Kunal Shah
Program Manager:	Kunal Shah
Project Manager(s):	Arturo Alvarez

At various times, additional staff may be required to support the Program and projects. A prior approval of said staff will be required from the District's Facilities Planning director before staff is added to the PPM team.

- 2.3. The PPM shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by the PPM. In either case, District shall be allowed to interview and approve replacement personnel.

The PPM agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval of District. Any costs associated with reassignment of personnel shall be borne exclusively by the PPM and the PPM shall not charge the District for the cost of training or “bringing up to speed” replacement personnel.

- 2.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the PPM shall immediately remove that person from the Program or Project and provide a temporary replacement. The PPM shall within thirty (30) work days, provide a permanent replacement person acceptable to the District. District may condition its approval of replacement personnel upon a reasonable transition period wherein new personnel will learn the Program and Projects and get “up to speed” at the PPM’s cost.
- 2.5. The PPM represents that the PPM has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by PPM.
- 2.6. The PPM’s primary representative and immediate support staff shall perform their work at an office at the District offices for the duration of the term of this contract. Basic furniture, a copier/scanner, power and phone service (landline only) will be provided by the District. All other equipment, services, and supplies will be furnished by the PPM.

3. TERM OF AGREEMENT AND SCHEDULE OF WORK

- 3.1. This Agreement is effective as an initial one (1) year term with four (4) annual renewal options as approved by the District’s Board of Trustees on or before the date first set forth in this Agreement. Any annual extensions or renewal options of this Agreement at the end of the two-year initial term will be solely at the option of the District based upon PPM’s performance, program status, funding and other factors. If determined to be in the best interest of the District, the District will extend the PPM’s agreement for additional one-year term(s). All costs and compensation terms set forth in this Agreement shall be firm for the initial one (1) year.
- 3.2. Any extensions or renewals beyond the initial one (1) year will be set forth in a written addendum or amendment to this Agreement executed by the District and the PPM. The total term of this Agreement, however, shall not exceed five years in accordance with Education Code section 17596.
- 3.3. The PPM shall commence work under this Agreement on the effective date first set forth above and shall perform the work diligently as time is of the essence. Failure of the PPM to perform work on time as specified in this Agreement is a material breach of this Agreement.

- 3.4. The PPM agrees that the schedule which will be developed with the District includes reasonable allowances for completion of all Services required under this Agreement, including all time required for District's review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Program and Projects. The PPM shall achieve its scheduled activities unless an excusable event, as determined by the District, causes delay (excusable delay), and unless the PPM gives written notice of the excusable event and requests a time extension within ten days of the occurrence of the excusable event.
- 3.5. The PPM shall recover justified extra costs resulting from any excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services under this Agreement, (ii) were incurred by the PPM as a direct result of the delay and not otherwise within PPM's scope of Services and not arising from the errors and omissions of the PPM, (iii) are documented to the District's satisfaction and (iv) are otherwise authorized in **Exhibit "B"**.
- 3.6. Should the progress of the Services required under this Agreement at any time fall behind schedule for any reason other than excusable delays, the PPM shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

4. FEE AND METHOD OF PAYMENT

- 4.1. The PPM's total compensation for the Services described in this Agreement shall be a not-to-exceed fixed fee of One Million, Five Hundred Thousand Dollars (\$1,500,000) for the initial one (1) year of this Agreement, payable monthly for Services actually rendered in accordance with the Fee Summary in **Exhibit "B"**. Invoices shall be submitted in a form acceptable to the District and by the 5th day of the month for Services provided within the previous month.
- 4.2. District shall not incur any charges under this Agreement, nor shall any payments become due to the PPM for any payment period on the Projects, until District receives all deliverables required under Section 1.5 of this Agreement, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where the PPM has partially completed one or more deliverables due during a payment period, and if the PPM demonstrates diligent progress thereon, then District may make a partial progress payment based upon the PPM's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon District.
- 4.3. District will not withhold entire payment if a questioned or disputed amount is involved, but will issue payment in the amount of the total invoice less any disputed amount(s). District will make payment for disputed amounts(s) upon District's

receipt of any requested documentation verifying the claimed amount(s) and District's determination that the amount is due under the terms of this Agreement. District shall advise the PPM, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of District including, without limitation, PPM's transmittal of all deliverables to District required under this Agreement.

- 4.4. Except as may be provided by applicable law governing emergency conditions, the District's Board of Trustees has not authorized its employees, officers and agents to request PPM to perform Services or to provide materials, equipment and supplies that would result in PPM performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in this Agreement unless the District amends this Agreement in writing and approves the amendment as required by law to authorize the additional services, materials, equipment or supplies. Any additional services must be approved and authorized in writing by the District. Compensation for any additional services shall be approved and authorized in writing by the District and in accordance with the rates as indicated in **Exhibit "B"**.
- 4.5. The PPM's fee set forth in this Agreement shall be full compensation for all of PPM's work incurred in the performance hereof, including, without limitation, all costs for personnel, travel (except for travel outside of San Bernardino County, Los Angeles County, Orange County and San Diego County), corporate offices, cell phones including charges, and laptops. Printing of deliverables, providing and/or shipping of deliverables or any other items, and supplies incident to providing the Services under this Agreement will be considered reimbursable expenses to be billed at cost (no mark-up).
- 4.6. Approved reimbursable expenses are set forth in **Exhibit "B"**.

5. OWNERSHIP OF DOCUMENTS, DATA AND SYSTEMS

- 5.1. Any interest (including copyright interests) of PPM or its contractors or sub-consultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by PPM or its sub-consultants in connection with the Program or Projects, shall be and remain the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by PPM or its sub-consultants under this Agreement are not works for hire under U.S. law, PPM hereby assigns to District all copyrights to such works. District hereby approves PPM's retention of use of copies of such works for reference and as documentation of experience and capabilities.

- 5.2. Upon termination in accordance with this Agreement, all documents and information set forth in this Section above shall be immediately delivered to the District. In no case shall PPM refuse to release said documents and information to the District after ten (10) days written notice by the District. PPM agrees that the Program and Projects are ongoing and failure to release such documents and information is a material breach of this Agreement and may result in District damages, the costs of which will be charged to the PPM. Said Project and Program records shall be indexed and appropriately organized for use by District personnel. The PPM shall be entitled to keep copies of all documents submitted to the District.
- 5.3. The District and/or the PPM shall each have the right to use, without restriction, any information systems (including cost tracking system) developed by the PPM.

6. TERMINATION OF AGREEMENT FOR CAUSE

- 6.1. If at any time District believes PPM may not be adequately performing its obligations under this Agreement, that PPM may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in PPM's performance, District may request from PPM prompt written assurances of performance and a written plan to correct the observed deficiencies in PPM's performance. Such plan shall include, as applicable, evidence of necessary resources, correction plans, sub-consultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a realistic and achievable plan to cure the deficiency. PPM shall provide such written assurances and written plan within ten (10) calendar days of receipt of written request. PPM acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.
- 6.2. PPM shall be in default of this Agreement and District may, in addition to any other legal or equitable remedies available to District, terminate PPM's right to proceed under this Agreement, in whole or in part, for the following causes:
- 6.2.1 Should PPM make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against PPM in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of PPM or of all or any substantial part of the properties of PPM, or if PPM, its directors or shareholders, take action to dissolve or liquidate PPM; or
- 6.2.2 Should PPM commit a material breach of this Agreement and not cure such

breach within ten (10) calendar days of the date of notice from District to PPM demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for PPM to avail itself of this time period in excess of ten (10) calendar days, PPM must provide District within the ten (10) day period a written plan acceptable to District to cure said breach, and then diligently commence and continue such cure according to the written plan. Such plan shall include, as applicable, evidence of necessary resources, correction plans, sub-consultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a realistic and achievable plan to cure the breach.); or

- 6.2.3 Should PPM violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services under this Agreement and does not cure such violation within ten (10) days of the date of the notice from District to PPM demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for PPM to avail itself of this time period in excess of ten (10) calendar days, PPM must provide District within the ten (10) day period a written plan to cure said violation acceptable to District, and then diligently commence and continue performance of such cure according to the written plan. Such plan shall include, as applicable, evidence of necessary resources, correction plans, sub-consultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a realistic and achievable plan to cure the breach.)

6.3. In the event of termination by District as provided herein for cause:

- 6.3.1 District shall compensate PPM for the value of the approved Services performed and delivered to District upon termination as determined in accordance with this Agreement, subject to all rights of offset and back-charges, but District shall not compensate PPM for its costs in terminating this Agreement or any cancellation charges PPM may owe to third parties;
- 6.3.2 PPM shall deliver to District possession of all tangible aspects of its Services under this Agreement in their current condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project or Program records, cost data of all types, drawings and specifications and contracts with vendors and sub-consultants, and all other documentation associated with a Project or the Program; and,
- 6.3.3 PPM shall remain fully liable for the failure of any Services performed and documents or reports provided through the date of such termination to comply

with the provisions of this Agreement. The provisions of this Section shall not be interpreted to diminish any right that District may have to claim and recover damages for any breach of this Agreement, but rather, PPM shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with this Agreement.

- 6.4. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and PPM shall have no greater rights than it would have had if a termination for convenience below had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by PPM.

7. TERMINATION OF AGREEMENT WITHOUT CAUSE (FOR CONVENIENCE)

- 7.1. District may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, including without limitation specific individual Projects or portions thereof, whenever District shall determine that termination is in the District's best interests. Termination shall be effected by District delivering to PPM, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination for Convenience specifying the extent to which performance of the Services under the Agreement is terminated.
- 7.2. After receipt of a Notice of Termination for Convenience, and except as otherwise directed by District, PPM shall:
- 7.2.1 Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
 - 7.2.2 Place no further orders or subcontracts (including agreements with Sub-consultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under this Agreement which is not terminated;
 - 7.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
 - 7.2.4 Assign to District in the manner, at times, and to the extent directed by District, all right, title, and interest of PPM under orders and subcontracts so terminated. District shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 - 7.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to the extent District may require. District's approval or ratification shall be final for purposes of this clause;

- 7.2.6 Transfer title and possession to District, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by District, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to District; District acknowledges that said documents were prepared for the purpose of the Projects and Program;
- 7.2.7 Complete performance of any part of the Services which were not terminated by the Notice of Termination; and,
- 7.2.8 Take such action as may be necessary, or as District may direct, for the protection and preservation of property related to this Agreement which is in PPM's possession and in which District has or may acquire an interest.
- 7.3. In the event of a termination without cause, the District shall pay to the PPM for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of Notice of Termination for Convenience plus any sums due the PPM for District Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the District or in the possession of the PPM. In addition, PPM will be reimbursed for reasonable termination costs through the payment of the monthly average of all fees and costs incurred by the PPM for the last three months prior to the date of the Notice of Termination for Convenience. This payment is agreed to compensate the PPM for any damages resulting from early termination and is expressly acknowledged by the PPM to be adequate and sufficient consideration for entry into this termination for convenience clause.
- 7.4. In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of this dispute, PPM agrees to continue the work diligently to completion and the District agrees make payments for all undisputed services. If the dispute is not resolved, PPM agrees it will neither rescind the Agreement nor stop the progress of the work, but PPM's sole remedy shall be to submit such controversy to

determination by a court having competent jurisdiction of the dispute, after the Program has been completed or at a time agreeable to the District, and not before.

8. SUSPENSION OF SERVICES

- 8.1. District may, without cause, order PPM to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as District may determine in its sole discretion. District shall deliver to PPM written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof.
- 8.2. If PPM's services under this Agreement are suspended for more than three (3) months, the PPM shall be compensated for all services performed prior to receipt of written notice from the District of such suspension, and for reasonable costs for work in progress by the PPM at such time. If services are resumed after being suspended for more than three (3) months, the PPM's compensation shall be resumed in a similar manner adjusted for reasonable remobilization costs.
- 8.3. If PPM's Services under this Agreement are suspended for more than three (3) months, and if no arrangement is made between the District and the PPM to retain specific staff during the period of suspension, reassignment of any or all of the personnel assigned to a Project or the Program to other projects may occur. In the event that the PPM's services are then resumed, the PPM shall re-staff to the same level as at the time of suspension (provided that the scope of remaining work shall not have been reduced) and shall make a good faith effort to use the original personnel as is practical. Where individuals assigned to a Project or the Program at the time of suspension are not reasonably available at the time of resumption, the PPM shall assign other personnel of similar skill and experience subject to the requirements of this Agreement.
- 8.4. Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which PPM is responsible.

9. INDEMNITY/ HOLD HARMLESS

- 9.1. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), PPM agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:
 - 9.1.1 Any and all claims under workers' compensation acts and other employee benefit acts with respect to PPM's employees or PPM's sub-consultants' employees arising out of PPM's work under this Agreement;
 - 9.1.2 Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either

(1), (2), or (3) above, sustained by the PPM or any person, firm or corporation employed by the PPM upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District;

- 9.1.3 Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the PPM, or any person, firm or corporation employed by the PPM, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.
- 9.2. The PPM at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- 9.3. PPM shall place in its subconsulting agreements and cause its Sub-consultants to agree to indemnities and insurance obligations in favor of District and other indemnitees in the exact form and substance of those contained in this Agreement.

10. RESPONSIBILITIES OF THE DISTRICT

- 10.1. The District designates Patricia Neely as its representative who shall examine the documents submitted by the PPM and shall render decisions so as to avoid unreasonable delay in the process of the PPM's Services as follows:
- 10.1.1 The District shall provide to the PPM complete information regarding the District's requirements for the Program and Project.
- 10.1.2 The District shall furnish legal, accounting, contract review and insurance counseling services as may be necessary to protect the District's interests for the Project.
- 10.1.3 If the District observes or otherwise becomes aware of any fault or defect in the Project or the PPM's Services, the District shall give prompt written notice thereof to the PPM. The District's failure or omission to do so, however, shall not relieve the PPM of its responsibilities and Services under this Agreement.
- 10.1.4 The District shall designate an officer, employee or other authorized representative(s) to act in the District's behalf with respect to the Program and Project. The District's representative for the Project shall be available during

working hours and as often as may be required to render decisions and to furnish information in a timely manner.

- 10.1.5 Unless otherwise agreed in writing, the District shall contract directly for the provision of design, construction, construction management, and other services, work, and goods to implement the Project and Program that are not provided by the PPM under this Agreement. In some instances, the District may direct that communications with the District's other contractors shall be through the PPM.

11. LIABILITY OF DISTRICT

- 11.1. Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 11.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by PPM, or by its employees, even though such equipment be furnished or loaned to PPM by District.
- 11.3. Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative, except as expressed or inferred herein.

12. DOCUMENT CONTROL, AUDIT & INSPECTION OF RECORDS

- 12.1. PPM shall develop and implement document control procedures for all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to PPM during the course of performing the Services and providing services with respect to any Project or the Program, for the duration of the agreement. All such records shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places.
- 12.2. PPM shall maintain full and adequate records in accordance with District requirements to show actual costs incurred by PPM in its performance of this Agreement, and to make available to District during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and

disbursements charged to District or relative to PPM's activities under this Agreement. PPM will furnish to District, its authorized agents, officers and employees such other evidence or information as District may request with regard to any such expenditure or disbursement charged by PPM. Monthly records of PPM's personnel and other costs, and reimbursable expenses pertaining to both Basic Services and Additional Services, shall be kept on a generally recognized accounting basis, and shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. PPM will permit District, and District's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.

- 12.3. PPM shall maintain all items described in this Section for the duration of this Agreement in an accessible location and condition for a period of not less than five (5) years after final payment under this Agreement, final completion and acceptance of the last Project, and/or until after final audit has been resolved, whichever is later. The State of California and any other governmental agency having an interest in the subject of this Agreement shall have the same rights conferred upon District by this Section. PPM shall not destroy any Project or Program records until after advising District and allowing District to accept and store the records.
- 12.4. The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

13. INSURANCE AND OTHER REQUIREMENTS

- 13.1 Prior to performing any services pursuant to this Agreement, PPM shall furnish to District Certificates of Insurance or any other required or requested documents showing satisfactory proof that it maintains the insurance required by this Agreement as set forth in **Exhibit "E"**. PPM shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in **Exhibit "E"**. In the event PPM fails to maintain any required insurance, District may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due PPM under this Agreement (or PPM shall promptly reimburse District for such expense).
- 13.2 Department of Industrial Relations (DIR) Registration (SB854 Compliance)
The PPM shall be registered with the DIR in accordance with Labor Code Sections 1725.5 and 1771.1 and is material obligation of the PPM and all of its subcontractors (of any tier) under the Agreement. The foregoing includes, without limitation, compliance with the DIR registration requirements at all times during the performance of the work by the PPM and all of its subcontractors of any tier. An affirmative and ongoing obligation of the PPM will be the verification that all subcontractors of any tier are at all times during the performance of the work in full and strict compliance with the DIR registration requirements. The PPM and its

subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

14. NONDISCRIMINATION

PPM shall not discriminate against any employee or applicant for employment, nor against any sub-consultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veterans status. To the extent applicable, PPM shall comply with all federal, state and local laws (including, without limitation, District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

15. COVENANT AGAINST CONTINGENT FEES

PPM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PPM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the PPM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

16. ENTIRE AGREEMENT/MODIFICATIONS

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the parties hereto. PPM shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. PPM specifically acknowledges that in entering this Agreement, PPM relies solely upon the provisions contained in this Agreement and no others. PPM, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs. PPM shall require its sub-consultants (if any) to do the same, and the sub-consultants price proposals shall accompany PPM's price proposals.

17. NON-ASSIGNMENT OF AGREEMENT/ SUBCONTRACTING

17.1. In as much as this Agreement is intended to secure the specialized services of the PPM, PPM may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of PPM and any such assignment, transfer,

delegation or sublease without PPM's prior written consent shall be considered null and void.

- 17.2. PPM shall not utilize sub-consultants unless approved by written instrument executed and approved by the District in writing.
- 17.3. To the extent PPM is permitted by District in writing to subcontract, assign or subcontract any portion of this Agreement or any duties or obligations hereunder, PPM shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code section 3321). PPM shall remain fully liable and responsible for all acts and omissions of its sub-consultants in connection with the Services, the Projects or the Program, as if it engaged it the acts and omissions directly.

18. LAW, VENUE

- 18.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 18.2. The county in which the District office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement. PPM waives any right it may have to transfer any action to a county other than Orange under Code of Civil Procedure section 394.

19. COMPLIANCE WITH LAWS

- 19.1. PPM represents that it will comply with all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. PPM shall comply with all security requirements imposed by authorities with jurisdiction over any Project or the Program, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.
- 19.2. PPM further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

20. DISPUTE RESOLUTION

- 20.1. PPM shall provide District with written notice of all claims and disputes arising from the performance of this Agreement within a reasonable time (not exceeding ten (10) days) from their first occurrence. Upon District's request, PPM shall then provide a complete written summary of the dispute, including without limitation cost calculations and contractual justifications. Prior to any other action or resort to any other legal remedy, the matter shall be referred to the District's representative and a

principal of the PPM who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party and a meeting between the District's representative and principal of the PPM shall then take place within five days of the request. The procedures described in this Section are the mandatory, exclusive means by which PPM may assert claims or disputes against the District for any matter arising from or relating to this Agreement, and any PPM failure to comply strictly with these requirements shall waive PPM's right to assert any dispute or claim on any matter not administered as required herein.

- 20.2. Provided that District continues to compensate PPM for all undisputed invoices in accordance with this Agreement, PPM shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow PPM to discontinue Services during the course of any dispute and PPM's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. PPM agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. PPM also agrees that should PPM discontinue Services due to a dispute or disputes, District may terminate this Agreement for cause as provided herein.
- 20.3. In the event of claims exceeding \$50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association ("AAA"), in Orange County, California or other location agreeable to the District, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Orange County Superior Court from an approved list of AAA qualified construction mediators. The mediation will occur at a time agreeable to the District that will not adversely impact completion of a Project or the Program.

21. SEVERABILITY

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. EMPLOYMENT STATUS

- 22.1. PPM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the PPM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by PPM shall be provided in a manner consistent with all applicable standards and regulations governing such services.

- 22.2. PPM understands and agrees that the PPM's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 22.3. If a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that PPM is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by PPM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 22.4. Should a relevant taxing authority determine a liability for past services performed by PPM for District, upon notification of such fact by District, PPM shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to PPM under this Agreement (again, offsetting any amounts already paid by PPM which can be applied as a credit against such liability).
- 22.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, PPM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that PPM is an employee for any other purpose, then PPM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that PPM was not an employee.
- 22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.
- 22.7. PPM shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.

23. WARRANTIES OF PROGRAM PROJECT MANAGER ("PPM")

- 23.1. PPM represents that it has reviewed and has made itself fully familiar with this Agreement.

- 23.2. PPM warrants that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits as provided for in Government Code section 4525 et seq. and required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. PPM warrants that it has required knowledge of all applicable building codes, laws, regulations and ordinances. PPM further warrants that it has expertise and experience in construction project design review and evaluation, construction mobilization, phasing, management and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction projects for California public schools.
- 23.3. PPM certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.
- 23.4. PPM warrants that to extent California or Federal law relating to prevailing wages apply to it on the Project or for the Services under this Agreement, it will comply with the said law and indemnify the District for PPM's failure to do so.

24. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS

PPM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

25. COMMUNICATIONS

Communications between the parties to this Agreement may be sent to the following addresses:

District:

Anaheim Union High School District
 Attention: Patricia Neely AIA, Director
 Facilities Planning, Design and Construction
 501 Crescent Way
 Anaheim, CA 92803

Program/Project Manager

CUMMING Management Group
 Attention: Anthony Sanchez, Executive Vice
 President
 130 Vantis, Suite 110
 Aliso Viejo, CA 92656

26. OTHER PROVISIONS

- 26.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.
- 26.2 Neither the District's review of, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement.

- 26.3 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.
- 26.4 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding. No such waiver shall be effective unless expressly provided for in a writing signed by both parties.
- 26.5 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of this Agreement.


Continues Next Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above

Anaheim Union High School District

CUMMING Management Group

By: _____
Jennifer Root

By:  _____
Anthony Sanchez

Title: Assistant Superintendent, Business

Title: Executive Vice President

Its: Assistant Superintendent, Business

Its: Executive Vice President

EXHIBIT “B”**COMPENSATION TO PROGRAM/PROJECT MANAGER, ADDITIONAL SERVICES
AND REIMBURSABLE EXPENSES**

This **Exhibit “B”** is attached to, and made a part of and incorporated by reference to the Agreement made and entered on JUNE 30, 2020, by and between the Anaheim Union High School District, a political subdivision of the State of California, (“District”) and CUMMING Management Group (“PPM”).

1. Basic/ General Services

Except as modified in accordance with the Agreement, District will pay PPM, for Basic/ General Services, an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) (“Contract Price”), as detailed in the Fee Summary shown in Section 5.2. Such payment shall be full compensation for all Basic Services required, performed or accepted under this Agreement. PPM shall not be entitled to any other costs or expenses other than those reimbursable expenses specifically listed in Section 6 below. Nothing in this **Exhibit “B”** shall modify the District’s right to suspend, delay, interrupt or terminate PPM as provided in the Agreement, and to reduce the amounts payable to PPM as provided therein.

2. Payment Schedule

Progress payments for Basic Services shall be made as follows, and as provided in the Fee Summary herein, as modified from time to time as provided in **Exhibit “A”**. All payments made to the PPM shall be based on the rates and amounts set forth in the Fee Summary.

2.1 Basic Services. The basic services amount set forth in the Fee Summary is to be invoiced monthly based upon total labor hours of work performed during the month by the PPM’s staff for the term.

2.2 Additional Basic Services. Any additional services shall be approved in an Amendment with work to be invoiced monthly at rates set forth in Section 5.2 of this Exhibit B.

3. Not Used**4. Invoices**

Notwithstanding any other provision in the Agreement, all payments shall require a written monthly invoice from PPM in a form acceptable to District, containing information that District may reasonably request. District shall make payment on approved amounts within each invoice within thirty (30) days of receipt, provided that PPM has delivered all required reports and is otherwise in complete compliance with its obligations under the Agreement.

5. Additional Services

- 5.1 Additional Services Defined. Additional Services are defined as any services performed by the PPM in the interest of the Projects or Program upon the request and approval of the District that are outside of the requirements and scope set forth in this Agreement and all supporting Exhibits. Prior to performing any Additional Services, the PPM shall notify the District in writing and shall obtain written approval before rendering such services. Compensation for Additional Services shall be negotiated, approved in writing and in accordance with the rates set forth in Section 5.2 below.
- 5.2 Fee Summary for Hourly Rates – Basic and Additional Services. The following rates reflect the PPM's current hourly rate structure and may be adjusted on an annual basis based on the applicable COLA index:

TITLE	HOURLY RATE
<u>Corporate Oversight</u>	
Managing Principal	\$225.00
Vice President	\$195.00
Director	\$185.00
<u>On-site Team</u>	
Program Manager	\$175.00
Senior Project Mangers/Design Mangers	\$160.00-165.00
Project Managers	\$135.00-155.00
Assistant Project Managers	\$120-130
<u>Home Office Support – As Needed</u>	
Director QA/QC	\$165.00
Schedule Management (composite rate)	\$165.00
Cost Management (composite rate)	\$165.00
Constructability Review (composite rate)	\$150.00
Financial Controls Management (composite rate)	\$175.00
Project Controls/Document Controls Management (Composite rate)	\$145.00
Contract Administration	\$80.00

The reimbursable expenses specified in Section 6 are the only allowable expenses under this Agreement. District will pay PPM for approved reimbursable expenses in connection with Basic Services not to exceed the amounts outlined in the Fee Summary. All invoices for reimbursable expenses shall be supported by proper documentation including payroll records, expenses, and invoices acceptable to the District. Any additional reimbursable expenses shall require prior written approval from the District.

6. Reimbursables

The PPM will not be reimbursed for any direct or indirect expenses unless authorized in writing by the District. Refer to Section 4.5 of the Agreement.

7. Yearly Program Evaluation Review

The District and the PPM agree that they will meet once a year on a date mutually agreed upon by both parties to evaluate and discuss the general status of the Program as it relates to the PPM's compensation and services set forth in this Agreement. Upon such review and evaluation, if both parties agree it is in their best interest to make adjustments (increase or decrease) to the PPM's compensation, payment, manpower requirements, scope of work or the hourly rates set forth in the Fee Summary, both parties shall execute a written Amendment setting forth all adjustments or changes to this Agreement. No Amendments to this Agreement shall be effective unless in writing, and fully executed by both parties and approved by the District's Governing Board of Trustees. Nothing in this Section, however, shall require the District to amend any provision or requirement of this Agreement if, in its sole discretion, the District believes it is not in the District's best interest to do so.

**AGREEMENT FOR
PROFESSIONAL DSA INSPECTOR OF RECORD SERVICES
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
KNOWLAND CONSTRUCTION SERVICES**

1. Parties and Date.

This Agreement ("Agreement") is made and entered into this 15th day of May, 2020 ("Effective Date"), by and between the **ANAHEIM UNION HIGH SCHOOL DISTRICT** ("District") and **KNOWLAND CONSTRUCTION SERVICES** ("Consultant"), (collectively referred to as the "Parties" and each individually as "Party").

2. Recitals.

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services required by the District and is familiar with the plans of District.

2.2 **Project.** District desires to engage Consultant to render the **DSA Inspector of Record Services** and related services as further detailed herein.

3. Terms.

3.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services in accordance with the requirements of the Request for Proposal (RFP) 2015-13, and also described in Exhibit "A" attached hereto and incorporated herein by reference ("**Services**"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Consultant Qualifications. As a material term of this Agreement, Consultant represents that it has and shall maintain throughout the term of this Agreement all professional licenses and certifications required for the performance of Services as set forth in Section 3.3 (g). With respect to the DSA services, Consultant officers and employees shall meet the qualifications of an on-site Project Inspector as provided in the State Building Code, Part 1, Title 24, section 4-333 of the California Code of Regulations. Consultant shall have a General Inspector Class 1 Certificate from the Division of the State Architect. All subcontractors of Consultant shall maintain licenses or certificates required for the work they perform. For all subcontractors who are DSA Certified Assistant Inspectors, Consultant shall provide to District,

evidence of substantial progress and status reports towards DSA certification of a Class 1, 2, 3 or 4 Project Inspector which is commensurate with the class of project that the subcontractor is the Assistant Inspector.

3.2 **Term.** The term of this Agreement shall be from **May 15, 2020** until **June 30, 2021**, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in Exhibit "B" shall remain the same pending negotiation between the Parties.

3.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. District retains Consultant on an independent contractor basis, and Consultant is not an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. In addition, all sub-consultants shall be subject to all the terms and conditions of this agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Consultant shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Consultant with a copy of the prevailing rates of per diem wages. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Consultant and all of its subconsultants.

If the District is applying its Labor Compliance Program in a Project, the Consultant is required to enforce the District's Labor Compliance Program ("LCP"). The Consultant shall abide by the District's LCP, if applicable.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of District and any and all applicable regulatory State agencies, and shall be the property of District. Consultant is not authorized to make changes in the Construction Contract Documents for any project assigned to Consultant.

(c) Reports. Consultant shall provide the District with copies of all reports required to be submitted to applicable regulatory State agencies to District, including but not limited to, all required DSA reports, whether or not such reports must be submitted to the District.

(d) Work Authorization. Consultant shall obtain from District a work authorization for the Project. Such work authorization shall reiterate Consultant's duties outlined herein. The work authorization shall be written in the amount set forth in Exhibit "B."

(e) Maintenance of Any Construction Records. Consultant shall maintain complete and accurate testing and inspection records with respect to all records related to the Project. These records shall be maintained by Consultant and made available at all reasonable times during any period which services are provided for the Project and for five (5) years from the Effective Date of this Agreement.

(f) Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

(g) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(h) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all California Code of Regulations Title 24 and Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(i) Insurance.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors.

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

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

a. General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer waives all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

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

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

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

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

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

(j) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully

required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(k) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all Services. Consultants Project Team is identified on Exhibit "C". Should Consultant fail to adequately staff the Project and/or maintain appropriate license and certifications throughout the term of this Agreement, the District may, at its sole discretion, retain third-party DSA inspection and/or materials testing or other inspection services and back charge Consultant for all third party fees.

3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The total amount for this Agreement shall not exceed **FIVE HUNDRED THOUSAND DOLLARS \$500,000**, unless the Parties mutually agree to change this amount by written amendment.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

(c) Payment of Compensation. Consultant shall submit to District an itemized monthly statement which indicates work completed and hours of Services rendered by Consultant. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from District.

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

3.6 General Provisions.

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in

addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

**KNOWLAND CONSTRUCTION SERVICES
33 Narcissa Drive
Rancho Palos Verdes, CA 90275
Attn: Christopher Knowland**

DISTRICT:

**ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way
Anaheim, CA 92801
Attn: Facilities Department**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at

its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by District. Should District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

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

(g) Indemnification. Consultant shall defend, indemnify and hold the District, its Board, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. The only limitation upon Consultant's duty to indemnify and hold harmless the District, its Board, officials, officers, employees, volunteers and agents shall be for the sole negligence or willful misconduct of the District, its Board, officials, officers, employees, volunteers and agents. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its Board, officials, officers,

employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its Board, directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the District and its Board, directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Board, directors, officials, officers, employees, agents or volunteers.

(h) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements

(i) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Los Angeles, State of California.

(j) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(k) District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

(l) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of District.

(m) Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.

(n) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(o) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(p) Conflict of Interest. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(q) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Disabled Veteran Business Enterprise ("DVBE") program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(r) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils.


(s) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(t) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

**ANAHEIM UNION
HIGH SCHOOL DISTRICT**

**KNOWLAND CONSTRUCTION
SERVICES**

By: _____
Name: Jennifer Root
Title: Assistant Superintendent, Business

By:  _____
Name: Christopher Knowland
Title: President

20-4112757
Federal Tax I.D. Number

EXHIBIT “A”**SCOPE OF SERVICES**

Consultant shall provide the services set forth herein, as well as any incidental services necessary for the full and adequate completion of Services in strict accordance with all applicable local, state and federal laws rules and regulations, including but not limited to, the State Building Code, California Code of Regulations, including but not limited to Title 24, and instructions included herein. Consultant shall provide daily and/or individual occurrence reports of Special Inspections and Testing results on previously approved forms and provide sufficient copies for distribution to the District, the construction contractor, and the architect.

I. DSA Inspection Services.

1. DSA Inspection Services (“IOR”).
2. Deputy Inspection and Specialty Inspection Services.
3. Material Testing and laboratory services as required by California Code of Regulations, Title 24 and as described in the plans and specifications of the Project.
4. Provide assistance and input in the development of comprehensive construction standards for use by the District.
5. Provide site reconnaissance to determine the adequacy of potential development sites.
6. Provide pre-bid plan check services.
7. Assist the District and the architect with contract and construction management.
8. Provide and maintain computerized equipment (e.g. laptop computer, combination printer/copier/scanner, wireless broadband connectivity) and project reports with software compatible with that used by the District.
9. Provide vehicle equipped with cellular phone with paging and message center capabilities.
10. Provide twenty-four hour emergency structural evaluation services in the event of a major disaster.
11. Provide other services as directed by the District.

EXHIBIT "B"

COMPENSATION FOR SERVICES

[INSERT CONSULTANT'S FEE SCHEDULE]

Knowland Construction Services, Inc.

Los Angeles

Orange County

Inland Empire

San Diego

SCHEDULE OF FEES - Anaheim Union High School District 2020 - 2021

<u>PROJECT INSPECTORS</u>	<u>HOURLY RATE</u>
SR. DSA Class I	\$98.00
DSA Class I	\$88.00
SR. DSA Class II	\$84.00
DSA Class II	\$78.00
SR. DSA Class III	\$78.00
DSA Class III	\$74.00
DSA Asst.	\$72.00

Overtime shall be either "comp-time", straight time for the first 48 hours, or per the local operator's union for work beyond 48 hours per week.

Knowland Construction Services is flexible and willing to negotiate all rates with the District. Depending on the timing of the project, KCS may be able to reduce the rates quoted above, however, the quoted rates are a good representation of what we believe reflect the current market conditions.

KCS can provide monthly fixed amount fees and alternative methods of billing when agreed to by a District.

<u>OTHER SERVICES</u>	<u>HOURLY RATE</u>
Constructability	\$88.00
Project Close-out Services	Negotiated Fee
AWS / CWI	\$88.00
Drone Video Photography	\$78.00
Blue Beam Project Engineer	\$85.00

Fees include laptop computers, printers, digital cameras, office furniture. District to supply office and utility hook-ups unless agreed in writing. KCS is capable of providing our own trailers if required at a reimbursable cost from the District. KCS can provide all levels of CM staff Augmentation if requested.

ADDITIONAL INFORMATION

Quoted Rates include all required insurances: Liability, Workers Compensation, Auto and other insurances as required by the State and District Contract. Standard Documentation includes Daily Reports, Semi-monthly Reports, Digital Photography, and documentation shown in KCS's Proposal for Inspector Services. A 3% rate multiplier shall take affect January 1st of each year after the start of the project to accommodate inflation. KCS does not anticipate any standard reimbursable costs.

**AGREEMENT FOR
PROFESSIONAL DSA INSPECTOR OF RECORD SERVICES
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
VITAL INSPECTION SERVICES, INC.**

1. Parties and Date.

This Agreement ("Agreement") is made and entered into this 15th day of May, 2020 ("Effective Date"), by and between the **ANAHEIM UNION HIGH SCHOOL DISTRICT** ("District") and **VITAL INSPECTION SERVICES, INC.** ("Consultant"), (collectively referred to as the "Parties" and each individually as "Party").

2. Recitals.

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services required by the District and is familiar with the plans of District.

2.2 **Project.** District desires to engage Consultant to render the **DSA Inspector of Record Services** and related services as further detailed herein.

3. Terms.

3.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services in accordance with the requirements of the Request for Proposal (RFP) 2015-13, and also described in Exhibit "A" attached hereto and incorporated herein by reference ("**Services**"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Consultant Qualifications. As a material term of this Agreement, Consultant represents that it has and shall maintain throughout the term of this Agreement all professional licenses and certifications required for the performance of Services as set forth in Section 3.3 (g). With respect to the DSA services, Consultant officers and employees shall meet the qualifications of an on-site Project Inspector as provided in the State Building Code, Part 1, Title 24, section 4-333 of the California Code of Regulations. Consultant shall have a General Inspector Class 1 Certificate from the Division of the State Architect. All subcontractors of Consultant shall maintain licenses or certificates required for the work they perform. For all subcontractors who are DSA Certified Assistant Inspectors, Consultant shall provide to District, evidence of substantial progress and status reports towards DSA certification of a Class 1, 2, 3 or

4 Project Inspector which is commensurate with the class of project that the subcontractor is the Assistant Inspector.

3.2 **Term.** The term of this Agreement shall be from May 15, 2020 until June 30, 2021, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in Exhibit "B" shall remain the same pending negotiation between the Parties.

3.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. District retains Consultant on an independent contractor basis, and Consultant is not an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. In addition, all sub-consultants shall be subject to all the terms and conditions of this agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Consultant shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Consultant with a copy of the prevailing rates of per diem wages. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Consultant and all of its subconsultants.

If the District is applying its Labor Compliance Program in a Project, the Consultant is required to enforce the District's Labor Compliance Program ("LCP"). The Consultant shall abide by the District's LCP, if applicable.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of District and any and all applicable regulatory State agencies, and shall be the property of District. Consultant is not authorized to make changes in the Construction Contract Documents for any project assigned to Consultant.

(c) Reports. Consultant shall provide the District with copies of all reports required to be submitted to applicable regulatory State agencies to District, including but not limited to, all required DSA reports, whether or not such reports must be submitted to the District.

(d) Work Authorization. Consultant shall obtain from District a work authorization for the Project. Such work authorization shall reiterate Consultant's duties outlined herein. The work authorization shall be written in the amount set forth in Exhibit "B."

(e) Maintenance of Any Construction Records. Consultant shall maintain complete and accurate testing and inspection records with respect to all records related to the Project. These records shall be maintained by Consultant and made available at all reasonable times during any period which services are provided for the Project and for five (5) years from the Effective Date of this Agreement.

(f) Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

(g) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(h) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all California Code of Regulations Title 24 and Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(i) Insurance.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors.

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

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

a. General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer waives all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

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

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

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

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

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

(j) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully

required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(k) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all Services. Consultants Project Team is identified on Exhibit "C". Should Consultant fail to adequately staff the Project and/or maintain appropriate license and certifications throughout the term of this Agreement, the District may, at its sole discretion, retain third-party DSA inspection and/or materials testing or other inspection services and back charge Consultant for all third party fees.

3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The total amount for this Agreement shall not exceed **TWO HUNDRED FIFTY THOUSAND DOLLARS \$250,000**, unless the Parties mutually agree to change this amount by written amendment.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

(c) Payment of Compensation. Consultant shall submit to District an itemized monthly statement which indicates work completed and hours of Services rendered by Consultant. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from District.

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

3.6 General Provisions.

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in

addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

**VITAL INSPECTION SERVICES, INC.
5505 E Santa Ana Canyon Rd #18119
Anaheim, CA 92817
Attn: Philip Barragan**

DISTRICT:

**ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way
Anaheim, CA 92801
Attn: Facilities Department**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at

its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by District. Should District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

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

(g) Indemnification. Consultant shall defend, indemnify and hold the District, its Board, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. The only limitation upon Consultant's duty to indemnify and hold harmless the District, its Board, officials, officers, employees, volunteers and agents shall be for the sole negligence or willful misconduct of the District, its Board, officials, officers, employees, volunteers and agents. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its Board, officials, officers,

employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its Board, directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the District and its Board, directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Board, directors, officials, officers, employees, agents or volunteers.

(h) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements

(i) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Los Angeles, State of California.

(j) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(k) District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

(l) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of District.

(m) Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.

(n) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(o) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(p) Conflict of Interest. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(q) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Disabled Veteran Business Enterprise ("DVBE") program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(r) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils.


(s) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(t) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

**ANAHEIM UNION
HIGH SCHOOL DISTRICT**

**VITAL INSPECTION
SERVICES, INC.**

By: _____
Name: Jennifer Root
Title: Assistant Superintendent, Business

By:  _____
Name: Philip Barragan
Title: President

11-3833108
Federal Tax I.D. Number

EXHIBIT “A”**SCOPE OF SERVICES**

Consultant shall provide the services set forth herein, as well as any incidental services necessary for the full and adequate completion of Services in strict accordance with all applicable local, state and federal laws rules and regulations, including but not limited to, the State Building Code, California Code of Regulations, including but not limited to Title 24, and instructions included herein. Consultant shall provide daily and/or individual occurrence reports of Special Inspections and Testing results on previously approved forms and provide sufficient copies for distribution to the District, the construction contractor, and the architect.

I. DSA Inspection Services.

1. DSA Inspection Services (“IOR”).
2. Deputy Inspection and Specialty Inspection Services.
3. Material Testing and laboratory services as required by California Code of Regulations, Title 24 and as described in the plans and specifications of the Project.
4. Provide assistance and input in the development of comprehensive construction standards for use by the District.
5. Provide site reconnaissance to determine the adequacy of potential development sites.
6. Provide pre-bid plan check services.
7. Assist the District and the architect with contract and construction management.
8. Provide and maintain computerized equipment (e.g. laptop computer, combination printer/copier/scanner, wireless broadband connectivity) and project reports with software compatible with that used by the District.
9. Provide vehicle equipped with cellular phone with paging and message center capabilities.
10. Provide twenty-four hour emergency structural evaluation services in the event of a major disaster.
11. Provide other services as directed by the District.

EXHIBIT "B"

COMPENSATION FOR SERVICES

[INSERT CONSULTANT'S FEE SCHEDULE]

CHANGE ORDER NO.1

(Deductive)

PROJECT: RFP #2019-41 Pool Renovation - Cypress HS & Loara HSTO: Fast-Track Construction Corporation

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Cypress Work Order #1- Change order work related to the Cypress HS Pool Renovation Project. This work order reflects the additive and deductive intermediate change directives required to complete the project.

Loara Work Order #1- Change order work related to the Loara HS Pool Renovation Project. This work order reflects the additive and deductive intermediate change directives required to complete the project.

COST (This cost shall not be deleted.):

Original contract price:	\$ <u>5,960,400.00</u>
Change Order amount:	\$ <u>(8,685.00)</u>
New contract price:	\$ <u>5,951,715.00</u>

TIME FOR COMPLETION:

Original completion date:	<u>221 calendar days</u>
Time for completion of Change Order:	<u>62 calendar days</u>
New completion date:	<u>283 calendar days</u>

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: [Signature]
Signature

Bobby P. RAGASA
Print Name

DIRECTOR OF OPERATIONS
Title

5/28/20
Date

DISTRICT

By: _____
Signature

Jennifer Root
Print Name

Assistant Superintendent, Business
Title

Date

ARCHITECT

By: _____
Signature

Print Name

Title

Date



EXHIBIT WW

Facilities Planning, Design and Construction
 501 N. Cresecent Way ~ P.O. Box 3520
 Anaheim, CA 92803-3520
 Tel: 714.999.3505 Fax: 714.520.5741

Project Name: Cypress High School Pool Renovation
Project No.: 2019-41

P.O. # N64A0149
DSA # 04-115856

WORK ORDER

To: Fast-Track Construction Corporation
 5711 W. Slauson Ave., #120
 Culver City, CA 90230

01

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COR 01 Existing water leak - Unforeseen water pipe pool deck side of SW pool gate	\$ 1,290.00	ADD
COR 02 Pool Debris	\$ 8,300.00	ADD
COR 03 Surge chamber leak	\$ 4,315.00	ADD
COR 04 Unforeseen jumping board footing removal	\$ 2,560.00	ADD
COR 05 Demo SOG at storage room	\$ 2,080.00	ADD
COR 06 Piping Changes	\$ 34,930.00	ADD
COR 07 Shade structure relocation	\$ 13,240.00	ADD
COR 08 Steel casing for caisson at poligon columns	\$ 3,500.00	ADD
COR 09 Provide concrete transition from higher pool deck elevation into Storage slab	\$ 2,530.00	ADD
COR 10 East underwater light wiring and pull boxes	\$ 4,680.00	ADD
COR 11 Remove and reinstall shallow Underground unforeseen electrical conduits at North deck area	\$ 5,710.00	ADD
COR 12 Backwash sewer drain POC	\$ 8,030.00	ADD
COR 14 Transite pipe abatement	\$ 1,980.00	ADD
COR 15 SW gate slab and gate modification	\$ 21,760.00	ADD
COR 16 Desclope finish hardware (E) pool gates	\$ (5,630.00)	DED
COR 17 Credit for two starting blocks	\$ (5,435.00)	DED
COR 18 Ufer replacement and test	\$ 3,630.00	ADD
COR 19 Change single gate to double gate with cane bolt at Gate G27 open storage	\$ 5,450.00	ADD
COR 20 Delete galvanized rebar	\$ (300.00)	DED
COR 21 Use fiberglass pool strainer	\$ (2,700.00)	DED
COR 24 Levered valves in lieu of geared	\$ (500.00)	DED
COR 26 Pool covers	\$ (29,000.00)	DED
COR 29 Credit - DG Temporary Access	\$ (8,305.00)	DED

	Budgeted Amount	Approved to Date	Approved by this WO	Balance
	\$ 100,000.00	\$ -	\$ 72,115.00	\$ 27,885.00
Total	\$ 100,000.00	\$ -	\$ 72,115.00	\$ 27,885.00

Not Valid until signed by the Owner.

EXHIBIT WW

Facilities Planning, Design and Construction
 501 N. Cresecent Way ~ P.O. Box 3520
 Anaheim, CA 92803-3520
 Tel: 714.999.3505 Fax: 714.520.5741



Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

- Lump Sum \$72,115.00
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms

REPORT FORMS:

- Submit quotations promptly for the work described above. The cost of the work will be determined from the

PROPOSAL Subject to review, and will be resolved to be mutually agreeable

- In accordance with contract unit prices

TIME:

- No Change
- Impact to contract completion date is estimated at ___days
- Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. days _)

The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	SIGNATURE	DATE
AUHSD, Assistant Superintendent, Business Jennifer Root		
AUHSD, Director, FPDC Patricia Neely		
Contractor, Fast-Track Construction, Project Manager Bobby Ragasa		5/28/20
Architect, Ruhnau Clark Architects, Principal Roger Clarke		
AUHSD, Assistant Director FPDC Arturo Lavenant		5/28/2020
Inspector of Record Larafield Thigpen		



EXHIBIT WW

Facilities Planning, Design and Construction
 501 N. Cresecent Way ~ P.O. Box 3520
 Anaheim, CA 92803-3520
 Tel: 714.999.3505 Fax: 714.520.5741

Project Name: Lonra High School Pool Renovation
Project No.: 2019-41

P.O. # N64A0149
DSA # 04-117714

WORK ORDER

To: Fast-Track Construction Corporation
 5711 W. Stauson Ave., #120
 Culver City, CA 90230

001

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COR 02 Encased transite pipes	\$	44,737.00	ADD
COR 03 Jumping board footings demo	\$	4,365.00	ADD
COR 04 Demo block around transite	\$	2,856.00	DED
COR 05 Ufer replacement	\$	2,636.00	ADD
COR 07 PAS abatement oversight	\$	3,255.00	ADD
COR 08 Gutter outlet	\$	20,979.00	ADD
COR 09 Sidewalk replacement	\$	39,100.00	ADD
COR 11 Pool coach office concrete topping	\$	7,820.00	ADD
COR 15 Combined COR 12L-14L	\$	17,388.00	ADD
COR 16 Expanded Metal Underside of Roof	\$	7,307.00	ADD
COR 17 Credit for twp starting blocks	\$	(5,435.00)	DED
COR 18 Repair existing sewer line for POC	\$	5,234.00	ADD
COR 19 Future conduits for scoreboard	\$	3,892.00	ADD
COR 20 Delete water polo goals	\$	(2,522.00)	DED
COR 21 Delete galvanized rebar	\$	(295.00)	DED
COR 22 Use fiberglass pool strainer	\$	(2,643.00)	DED
COR 26 Levered valves In lieu of geared	\$	(474.00)	DED
COR 28 Pool Covers	\$	(29,000.00)	DED

	Budgeted Amount	Approved to Date	Approved by this WO	Balance
	\$ 100,000.00	\$ -	\$ 119,200.00	\$ (19,200.00)
Total	\$ 100,000.00	\$ -	\$ 119,200.00	\$ (19,200.00)

Not Valid until signed by the Owner.

EXHIBIT WW

Facilities Planning, Design and Construction
 501 N. Cresecent Way ~ P.O. Box 3520
 Anaheim, CA 92803-3520
 Tel: 714.999.3505 Fax: 714.520.5741



Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

- Lump Sum \$119,200.00
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms

REPORT FORMS:

- Submit quotations promptly for the work described above. The cost of the work will be determined from the

PROPOSAL Subject to review, and will be resolved to be mutually agreeable

- In accordance with contract unit prices

TIME:

- No Change
- Impact to contract completion date is estimated at ___ days
- Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. days __)

The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	SIGNATURE	DATE
AUHSD, Assistant Superintendent, Business Jennifer Root		
AUHSD, Director, FPDC Patricia Neely		
Contractor, Fast-Track Construction, Project Manager Bobby Ragasa		5/28/20
Architect, Arch Pac Aquatics, President Ken Moeller		
AUHSD, Assistant Director FPDC Arturo Lavenant		5/28/2020
Inspector of Record Rob Campbell		

ANAHEIM UNION HIGH SCHOOL DISTRICT

ANAHEIM ELEMENTARY SCHOOL DISTRICT MEAL AGREEMENT

THIS AGREEMENT, entered into this 30th day of June, 2020 shall govern the providing of meals by the ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD), 501 N. Crescent Way, Anaheim, CA 92803 to: ANAHEIM ELEMENTARY SCHOOL DISTRICT (AESD) – PRESCHOOL PROGRAM, 1001 S. East Street, Anaheim, CA 92805.

THIS THREE YEAR AGREEMENT is to begin July 1, 2020, and terminate June 30, 2023.

Meals will be prepared in compliance with the official AUHSD's calendar. Both parties will furnish notice of one week in case of special holidays or changes in the calendar that affect service. The Food Service program of the AUHSD will take priority over those of other contracting agencies.

Breakfasts, lunches, and milk conforming to the USDA Child Care Meal pattern will be provided. All meals will meet Federal and State requirements for Child and Adult Care Food Program Meals.

The AUHSD agrees to adhere to the California Uniform Retail Food Facilities Law (CURFFL) and will maintain current county permits for food preparation facilities.

The AESD will indemnify and hold the Anaheim Union High School District 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 AUHSD.

The AESD will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$2,000,000 for each occurrence and will provide the AUHSD with a certificate evidencing insurance in the amount, naming the AUHSD as an additional insured and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to the Anaheim Union High School District.

The daily number of breakfasts, lunches, and milk, received from the Anaheim Union High School District will be the number that will be charged for. Any difference in the number of meals delivered and the number served will be the responsibility of the AESD.

This Agreement may be canceled by either agency within one (1) year's written notice.

ANAHEIM ELEMENTARY SCHOOL DISTRICT agrees:

1. To enter into meal agreements as needed with the California State Department of Education, Child Nutrition & Food Distribution Division and The United States Department of Agriculture.
2. To follow the policies and procedures for free and reduced-price meals as prescribed by the United States Department of Agriculture, Food and Nutrition Services.
3. To maintain records and file claims for meal reimbursements.
4. Ensure that an Agency representative is available at each site to receive, inspect and sign for the requested number of meals. If a representative is unavailable at the time of delivery, meals will be inspected by the Agency representative upon arrival.

5. To ensure that proper food safety procedures are followed. It is recommended by AUHSD Food Services that any leftover food items are discarded after meal service. If food safety procedures are not followed by AESD staff, the AESD assumes responsibility for any and all food safety hazards.

ANAHEIM UNION HIGH SCHOOL DISTRICT agrees:

1. To prepare meals that offer a variety of appetizing and nutritious foods, and meet federal requirements for reimbursable meals that meet the preschool meal pattern.
2. To keep daily menu planning worksheets, invoices, inventories, and all other records essential to the Meal Pattern Breakfast and Lunch Programs on file for a period of five (5) years for review by the California State Department of Education, Child Nutrition Division.
3. To provide a copy of the monthly printed menus to the AESD two weeks prior to the first day of the month covered by the menu. AUHSD reserves the right to change the menu when necessary.
4. To bill Anaheim Elementary School District, 1001 S. East St., Anaheim, CA 92805 at the end of each month for the total number of meals delivered, with payment due within thirty (30) days.
5. To provide plastic eating utensils, cups and plates.
6. To provide a delivery schedule at the beginning of each year; updates will be provided as necessary.
7. To maintain records of the temperature of meals when it is taken off the truck and delivered to the school site.

The price for breakfast and lunch for school year: 2020 - 2021 is:

Breakfast - \$1.75
 Lunch - \$2.75

Prices may be revised July 1 of each calendar year and a revised price structure will be provided to AESD no later than April 15th of the same calendar year the new charge amount will go into effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

For:
Anaheim Union High School District

For:
Anaheim Elementary School District


Jennifer Root
Assistant Superintendent, Business.

Michael Krause

Michael Krause
Assistant Superintendent, Administrative Svcs.

Dated: _____

Dated: _____

Check 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
- Postal mail to:

School Nutrition Programs Unit
 County Analyst
 California Department of Education
 1430 N Street, Suite 4503
 Sacramento, CA 95816

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 13, 2020 and ends on June 9, 2021.

This Interagency Agreement (hereinafter referred to as **Agreement**) executed in duplicate and entered into on June 18, 2020 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 children enrolled in the **Recipient's** meal program(s). The **SFA** will only claim reimbursement for complete meals served to students, according to each child's eligibility category, at the rate of one breakfast, lunch 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 only 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 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 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.
12. The **Recipient** will notify the **SFA** of the number of meals needed no later than 10am, two days prior to service. The SFA will only provide meals on AESD school days only as indicated on the official school calendar.
13. The Recipient will notify the AESD and SFA of the names, ID #, birthdate, address (or in the format required by AESD) of all students at least 3 days in advance of the first meal.
14. The **SFA** will provide all equipment necessary to prepare meals.
15. The **SFA** will provide all equipment necessary to transport meals and snacks to the **Recipient**.
16. Prepared meals will be available for transport or pickup no later than:

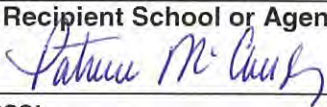
Breakfast: 7:25am – 8:00am

Lunch: 11:30am – 12:15pm
17. The **SFA** will store all food, including USDA Foods.
18. Both parties will be responsible for maintaining the proper temperature of the meals until they are served by the recipient.

19. The **SFA** will provide the necessary trays, dishes, utensils, straws, and napkins.
20. 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 to be served the following month.
21. 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.
22. The gifting or exchange of USDA Foods is not permitted. Until students are served a meal, all USDA Foods remain the property of the **SFA**.
23. 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**.
24. 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 thirty (30) days prior written notice to the **SFA**.
25. 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.

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.

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

Name and Title of SFA Official: Jennifer Root – Assistant Superintendent, Business Services		Phone Number: 714-999-3555
Signature of SFA Official:	Date:	Fax Number:
E-mail Address: root_j@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: 	Date: 5/21/2020	Fax Number:
E-mail Address: PMcCaughey@ocde.us		



**THE PROTECTED INSURANCE PROGRAM
FOR SCHOOLS AND COMMUNITY COLLEGES
JOINT POWERS AUTHORITY**

**Program Year July 1, 2020 - July 1, 2021
Deposit Renewal Rates**

Anaheim Union High School District

The following Experience Modification Factors, Premium Rates, and Estimated Premium amounts are based on the PIPS Rates adopted by the Board of Directors and the underwriting calculations completed in compliance with the Board Policy. These Premiums are deposit premium amounts and are subject to change upon the Final Payroll Audit after the program year's end.

2020-2021 Estimated Payroll:	\$	231,089,880
2020-2021 Deposit Premium Rate:	\$	2.6261
2020-2021 Balanced Experience Modification:		102.29%
2020-2021 Deposit Premium:	\$	6,068,652

Notes:

These indicated, tentative rates cover all limits, terms and conditions provided by the Reinsurer plus all services to be provided by the Program Manager including the administration of all claims incurred in the program year for seven years.

Disclosure Statement:

Keenan is compensated for the various services it provides in connection with the management and administration of the Protected Insurance Program for Schools & Community Colleges JPA ("PIPS"), including general administration, financial processing and reporting, loss control, marketing, underwriting, brokerage (reinsurance and other coverages) and claims administration (for seven years). The compensation paid to Keenan is approved by the governing board of PIPS each year and is included in the cost of member contributions. For the 2020/2021 program year, Keenan will be compensated at the rate of \$0.5305 per \$100 of payroll based on the overall PIPS composite rate of \$2.3652 per \$100 of payroll, subject to modification for individual member experience. This compensation does not include amounts payable to Keenan pursuant to separate contracts for services provided directly to individual members, the cost of allocated loss adjustment services provided in connection with individual claims, or reinsurance premium payable to Meritage Insurance Group, a wholly-owned subsidiary of Keenan, pursuant to a reinsurance contract approved by the governing board of PIPS. For additional information concerning Keenan compensation, see www.keenan.com/disclosure.asp

Accepted By:

Jennifer Root
Assistant Superintendent, Business

Signed By (Print Name)

Client Signature

Date

For: Anaheim Union High School District

RENEWAL AMENDMENT No 4

This Amendment hereby amends the **Run-Off Claims Administration Agreement** (“Agreement”) dated **October 1, 2016** by and between **Keenan & Associates** and **Anaheim Union High School District** (hereinafter referred to collectively as the “Parties”) as follows:

WHEREAS, the current term of the Agreement shall expire on **June 30, 2020**; and

WHEREAS, the Parties desire to continue their relationship subject to the terms and conditions outlined in the Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. The Agreement is hereby renewed for an additional **one (1)** year term beginning on **July 1, 2020** and ending on **June 30, 2021** (“Renewal Term”).
2. The PRIME Fee Schedule, effective July 1, 2020 and attached hereto as Exhibit C, hereby replaces the previous Prime Fee Schedule as of the effective date of this agreement.
3. All the remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect, and shall govern the conduct of the Parties during the Renewal Term.
4. The effective date of this Amendment is **July 1, 2020**.
5. Each person signing this Amendment to the Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.


Anaheim Union High School District		Keenan & Associates	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>	Jennifer Root	<u>By:</u>	Tara Schilling
<u>Title:</u>	Assistant Superintendent of Business Services	<u>Title:</u>	Senior Vice President
<u>Address:</u>	501 Crescent Way Anaheim, CA 92803-3520	<u>Address:</u>	2355 Crenshaw Blvd., Suite 200 Torrance, CA 90505
<u>Email:</u>	root_j@auhsd.us	<u>Email:</u>	gtrapp@keenand.com
<u>Attention:</u>	Jennifer Root	<u>Attention:</u>	Greg Trapp

EXHIBIT C



Fee Schedule– Effective July 1, 2020
(Subject to change upon notice)

MANAGED CARE

Early Intervention Initial Assessment / Triage	\$50 / Hour
Telephonic Case Management (TCM)	\$103 / Hour
• PPO Channeling	
• 4 PT Contact	
• Initial Evaluation	
• RTW Plan	
• Medical Care Evaluation	
• Written/Case Management Action Plan	
Utilization Review	\$115 / Referral
Physician Advisor	\$235 / Referral
• Medical Necessity Determination	
• Physician-to-Physician Contact	
Specialty Physician Review	\$395 / Hour
• Specialty match required	
• Appeals	
STOP (Pharmacy Review)	\$325 / Hour
• Peer-to-Peer Contact by Physician	
• Management of Opioid Use	
• Written Treatment Plan / Recommendations	

BILL REVIEW

Minimum Processing Fee of \$12.00 per bill	
Price bills to State Fee Schedules	13% of Savings
PPO Network Access (Anthem)	25% of Savings
• Retrospective Network Capture	
• Preferred Vendor Pricing (Ancillary Services)	
MPN Access	\$3.50 per MPN bill
• Care Concierge™ Medical Access Assistant	
• Physician Based Outcome Analytics	
Pharmacy Benefit Management	20% of Savings
• Additional \$3.00 per prescription administrative fee	
Negotiations	24% of Savings
Complex Bill Review by Physician	24% of Savings
eBill Access	\$1.20 per e-bill
State Reporting Administrative Fee	\$1.35 per bill

ANAHEIM UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1st day of July 2020, by and
between the

ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

CITY OF CYPRESS
A PUBLIC AUTHORITY

WITNESSETH:

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

WHEREAS, the parties hereto desire, from July 1, 2020, through June 30, 2021, that the Anaheim Union High School District (AUHSD) for consideration, will provide buses and drivers to the public authority (herein after City) on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. That the AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers for the transportation of Recreation and Community Services participants, when the City lacks the necessary buses to transport its Recreation and Community Services participants, and when the AUHSD has available extra school buses and licensed school bus drivers.
2. That the City, in consideration for services rendered by the AUHSD under this agreement, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges (Saturdays, Sundays and holidays have an 8 hour minimum for "round-trip field trips", one way only has a minimum of 4 hours).
3. The AUHSD shall indemnify, defend, and hold the City harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The City shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the City.

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

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

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

- General Aggregate \$2,000,000

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

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

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

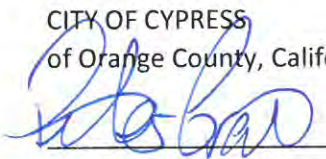
IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

Jennifer Root, Ed.D.
Assistant Superintendent, Business

Date

CITY OF CYPRESS
of Orange County, California



Peter Grant
City Manager



Date

ANAHEIM UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1st day of July 2020, by and
between the
ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM
A PUBLIC DISTRICT

WITNESSETH:

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

WHEREAS, the parties hereto desire, from July 1, 2020, through June 30, 2021, that the ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD) will provide buses and drivers to the NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM (NOCROP) on an as needed and when available basis.

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. The AUHSD, for consideration as hereinafter set forth, shall provide school buses and licensed school bus drivers to the NOCROP for the transportation of NOCROP students, when the AUHSD has available extra school buses and licensed school bus drivers.
2. The NOCROP, in consideration for services rendered, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges. (Saturdays, Sundays and holidays have an 8 hour minimum for a "round-trip field trip", one way only has a 4 hour minimum).
3. The AUHSD shall indemnify, defend, and hold the NOCROP harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The NOCROP shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the NOCROP.
4. The NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful

death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

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

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

- General Aggregate \$2,000,000

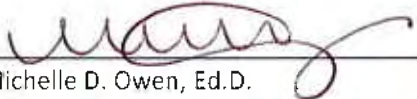
5. The NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

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

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

NORTH ORANGE COUNTY REGIONAL
OCCUPATIONAL PROGRAM
of Orange County, California

Jennifer Root, Ed.D.
Assistant Superintendent, Business


Michelle D. Owen, Ed.D.
Director, Fiscal Services

Date

6-4-2020
Date

EXHIBIT DDD

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1 day of July 2020, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

TGR LEARNING LAB
A NON-PROFIT ORGANIZATION

WITNESSETH:

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

WHEREAS, the parties hereto desire, from July 1, 2020, through June 30, 2021, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to the TGR LEARNING LAB on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers.
2. The TGR LEARNING LAB, in consideration for services rendered, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges. (Saturdays, Sundays, and holidays have an 8 hour minimum for a "round-trip field trip", one way only has a 4 hour minimum).
3. The AUHSD shall indemnify, defend, and hold the TGR LEARNING LAB harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The TGR LEARNING LAB shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the TGR LEARNING LAB.
4. The TGR LEARNING LAB shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

Each Occurrence

\$100000

EXHIBIT DDD

Sexual Misconduct (maybe included in General Liability) \$1,000,000

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

General Aggregate \$2,000,000

- 5. The TGR LEARNING LAB must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
- 6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
- 7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

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

ANAHEIM UNION HIGHSCHOOL DISTRICT
of Orange County, California

Jennifer Root, Ed.D.
Assistant Superintendent, Business

Date

TGR LEARNING LAB
of Orange County, California

Katherine Bihl

Katherine Bihl
Executive Director

May 21, 2020
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT is made and entered into the 1st day of July, 2020, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

VIBRANT MINDS CHARTER SCHOOL

WITNESSETH:

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

WHEREAS, the parties hereto desire, from July 1, 2020, through June 30, 2021, that the Anaheim Union High School District (AUHSD), for consideration, will provide buses and drivers to Vibrant Minds Charter School (VMCS) on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. That the AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers for the transportation of VMCS scholars, when VMCS lacks the necessary buses to transport its scholars, and when the AUHSD has available extra school buses and licensed school bus drivers.
2. VMCS, in consideration for services rendered by the AUHSD under this agreement, agrees that the compensation shall be rated at \$76 per hour (Saturdays, Sundays, and holidays have an 8 hour minimum for a "round-trip field trip", one way only has a minimum of 4 hours).
3. The AUHSD shall indemnify, defend, and hold VMCS harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. VMCS shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of VMCS.
4. VMCS shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

- Each Occurrence \$1,000,000

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

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

- General Aggregate \$2,000,000

5. VMCS must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This Agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this Agreement must be done in writing and signed by both parties in order to be effective.

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

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

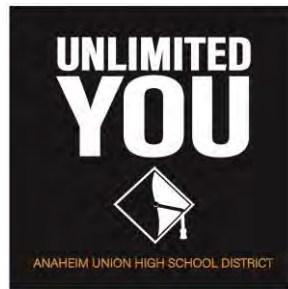
Vibrant Minds Charter School
of Orange County, California

Jennifer Root, Ed.D.
Assistant Superintendent, Business

Debra Schroeder
Director
May 20, 2020

Date

Date



DONATIONS

June 18, 2020

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
Cypress	Cypress Centurion Baseball Boosters	Club Car Turf II Carry All Golf Cart, Baseball Program
Orangeview	Donors Choose	\$7,500, Purchase of 21 st Century Technology

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 06/18/2020

EXHIBIT GGG
FROM 04/28/2020 TO 06/07/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64R1484	A U H S D FOOD SERVICE DEPT	895.50	822.00	0122000910 4390	MA/LCFF-CONCENTRATION/INSTR / MEETING
			73.50	0122000910 5880	MA/LCFF-CONCENTRATION/INSTR / OTHER
N64R1525	A U H S D FOOD SERVICE DEPT	11,385.21	11,385.21	0100000037 5880	GENERAL FUND/FOOD SERVICE / OTHER OPERATING
N64X0460	A U H S D FOOD SERVICE DEPT	10,000.00	10,000.00	0172595072 5880	SS/SHORT STAY VISIT PROG FEE / OTHER OPERATING
N64T0548	ACHIEVE3000 INC	24,530.00	24,530.00	0168361010 5880	GI/ESSA SCH IMPROV FUND (CSI) / OTHER
N64T0553	ACUATIVE CORP.	582.48	582.48	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
N64R1491	ADI	1,479.40	1,479.40	0138231081 4410	BALL/ELECTRIC/MO / EQUIPMENT -
N64R1540	ADVANTAGE WEST INVESTMENT ENTE	83,815.28	83,815.28	0112112072 4410	PURCHASING/GENL ADM / EQUIPMENT -
N64R1538	ALL AMERICAN TROPHY ENGRAVING	719.94	719.94	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
N64C0141	AMERICAN FENCE COMPANY INC	500.00	500.00	0128232081 5610	CY/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
N64T0546	ARTICULATE GLOBAL INC	3,082.75	3,082.75	0161361010 5880	PO/ESSA SCH IMPROV FUND (CSI) / OTHER
N64T0558	AUDIO VISUAL INNOVATIONS INC	121,657.29	121,657.29	0108000877 4410	INFORMATION SERVICES/DP / EQUIPMENT -
N64R1533	AUGUSTIN EGELSEE LLP	8,325.00	8,325.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
N64T0541	BANCTEC INC.	315.00	315.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
N64R1408	BARNES AND NOBLE	235.32	235.32	0120381110 4210	TITLE I - PARENTING / BOOKS AND REFERENCE
N64R1438	BARNES AND NOBLE	494.12	494.12	0128000024 4210	CY /L M T / BOOKS AND REFERENCE MATERIAL
N64R1476	BARNES AND NOBLE	1,383.40	1,383.40	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64R1490	BARNES AND NOBLE	161.85	161.85	0134000910 4210	WA/LCFF-CONCENTRATION/INSTR / BOOKS AND
N64R1497	BARNES AND NOBLE	87.28	87.28	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
N64R1500	BLICK ART MATERIALS LLC	50.26	50.26	0138489810 4310	BA/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64C0140	BOBCAT OF LOS ANGELES INC	11,896.48	11,896.48	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
N64X0459	BSN SPORTS LLC	9,456.75	9,456.75	0120028081 5630	ANAHEIM/ATHLETIC/FIELDMN SUPP /
N64R1528	CELEBRATIONS	338.20	338.20	0142025040 4310	OXFORD/ANCIL / INSTRUCTIONAL MATL & SUPPLIE
N64C0119	CLEAN OUT KINGS	1,525.00	1,525.00	0128239081 5610	CY/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 06/18/2020

EXHIBIT GGG
FROM 04/28/2020 TO 06/07/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64M0019	CLEAN OUT KINGS	19,987.73	19,987.73	0125239081 5610	KA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
N64T0557	COGNITIVE SYSTEMS INCORPORATED	4,740.00	4,740.00	0111222081 5880	OPERATIONS - GROUNDS / OTHER OPERATING
N64C0125	COMPRESSOR PARTS AND REPAIR	1,419.13	1,419.13	0150235081 4410	ADMIN/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
N64A0287	DEVEREUX TEXAS TREATMENT NETWO	92,352.80	74,554.92 17,797.88	0119282539 5860 0119285018 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
N64R1532	ECONOMOU LAW GROUP INC.	7,500.00	7,500.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
N64R1527	EDUSCAPE PARTNERS, LLC	749.00	749.00	0117750110 5210	IS/DISTRICT PD/INSTR / TRAVEL AND CONFERENCE
N64A0278	FEDERAL TECHNOLOGY SOLUTIONS I	87,239.00	87,239.00	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
N64R1485	FRANKLIN MECHANICAL SYSTEMS	3,035.00	3,035.00	2635731185 6276	DA/BOND SERIES 2018 - MEAS H / INTERIM HOUSING
N64R1542	FULLER TRUCK ACCESSORIES	1,882.11	1,882.11	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64R1543	GLASBY MAINTENANCE SUPPLY CO.	60,744.07	60,744.07	0112112072 4410	PURCHASING/GENL ADM / EQUIPMENT -
N64S0121	GLASBY MAINTENANCE SUPPLY CO.	1,008.54	1,008.54	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64C0148	GORM INC	94,809.23	94,809.23	0112112072 4410	PURCHASING/GENL ADM / EQUIPMENT -
N64R1474	GORM INC	8,951.44	8,951.44	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
N64S0118	GORM INC	3,191.26	3,191.26	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64T0562	GOV CONNECTION INC	336.15	336.15	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
N64T0554	GOVERNMENTJOBS.COM	400.00	400.00	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING EXPENS
N64X0461	GREATER ANAHEIM SELPA	15,865.00	15,865.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT GRPS/OT
N64R1443	HEALTH EDCO	395.43	395.43	0168489810 4310	GIL/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64R1521	HERK EDWARDS INC.	3,580.76	3,580.76	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64A0281	HOPE4FAMILIES	5,000.00	5,000.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
N64T0544	HP DIRECT	1,077.50	1,077.50	0123381110 4410	SAVANNA/TITLE I/PARENTING / EQUIPMENT -
N64A0355	J AND A FENCE	119,500.00	119,500.00	2621731185 6126	WE/BOND SERIES 2018 - MEAS H / SITE IMPR

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 06/18/2020

EXHIBIT GGG
FROM 04/28/2020 TO 06/07/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64R1486	J AND A FENCE	2,945.00	2,945.00	2528710185 6221	CY/DEV FEES/ACQ / BUILDING PORTABLE
N64R1487	JART DIRECT MAIL SERVICE	636.80	636.80	0177177072 5910	RISK MANAGEMENT / MAILING COSTS
N64R1433	JUNIOR LIBRARY GUILD	2,828.33	2,828.33	0135000910 4210	DA/LCFF-CONCENTRATION/INSTR / BOOKS AND
N64R1434	JUNIOR LIBRARY GUILD	2,535.03	2,535.03	0140000910 4210	SO/LCFF-CONCENTRATION/INSTR / BOOKS AND
N64R1539	KUBAT, IRENA	188.00	188.00	0120177072 5230	RISK MANAGEMENT/GEN ADMIN / REIMBURSABLE
N64R1479	KUSTOM IMPRINTS	2,309.94	2,309.94	0124000010 4320	LOARA/INSTR / OTHER OFFICE/MISC SUPPLIES
N64R1526	KUSTOM IMPRINTS	817.55	817.55	0137025040 4310	SY/ASB/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
N64T0552	LIGHTSTREAM MANAGED SERVICES L	2,000.00	2,000.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
N64R1428	MACKIN LIBRARY MEDIA	2,146.30	2,146.30	0121381010 4210	WE/ECIA TITLE I/INSTRUCTI / BOOKS AND
N64R1429	MACKIN LIBRARY MEDIA	1,870.81	1,870.81	0132000910 4210	OR/LCFF-CONCENTRATION/INSTR / BOOKS AND
N64R1430	MACKIN LIBRARY MEDIA	582.91	582.91	0134000910 4210	WA/LCFF-CONCENTRATION/INSTR / BOOKS AND
N64R1431	MACKIN LIBRARY MEDIA	7,757.49	7,757.49	0135000910 4210	DA/LCFF-CONCENTRATION/INSTR / BOOKS AND
N64R1452	MACKIN LIBRARY MEDIA	323.25	323.25	0135000024 4210	DALE /L M T / BOOKS AND REFERENCE MATERIAL
N64S0122	MAINTEX INC.	204.29	204.29	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64C0132	MARK ENTERPRISES INC	8,055.64	3,258.64	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
			4,797.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
N64T0542	MC GRAW HILL EDUCATION INC.	898.50	898.50	0161000910 5880	PO/LCFF-CONCENTRATION/INSTR / OTHER
N64M0021	MCWIL SPORTS SURFACES INC	303,732.00	303,732.00	0125239081 5610	KA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
N64R1444	MUSIC AND ARTS CENTER	5,770.67	43.27	0128385010 4310	CY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			5,727.40	0128385010 4410	CY/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
N64R1445	MUSIC AND ARTS CENTER	1,570.59	1,570.59	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
N64R1450	MUSIC AND ARTS CENTER	513.05	513.05	0132901010 4410	OR/LOCAL GRANT/INSTR / EQUIPMENT -
N64T0549	N2Y LLC	106.67	106.67	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
N64R1456	NIMCO	1,187.03	1,187.03	0125489810 4310	KA/TUPE COHORT M (2018-2020) / INSTRUCTIONAL

ANAHEIM UHSD
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EXHIBIT GGG
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64R1457	NIMCO	1,143.69	1,143.69	0128489810 4310	CY/TUPE COHORT M (2018-2020) / INSTRUCTIONAL
N64R1466	NIMCO	284.41	284.41	0144489810 4310	LEX/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64R1469	NIMCO	407.60	407.60	0125489810 4310	KA/TUPE COHORT M (2018-2020) / INSTRUCTIONAL
N64R1541	NIMCO	141.37	141.37	0137489810 4310	SY/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64T0550	OCDE	14,880.00	1,950.00	0108102577 4320	EIT/EMERGENCY EXPENDITUREE/INS / OTHER
			12,930.00	0108102577 5918	EIT/EMERGENCY EXPENDITUREE/INS / TELEPHONE
N64R1530	OFFICE DEPOT	2,668.97	2,668.97	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
N64C0146	ORANGE COUNTY INDUSTRIAL PLAST	3,097.82	3,097.82	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
N64R1520	ORANGE COUNTY WINDUSTRIAL	10,828.88	10,828.88	0110239081 4410	MAINTENANCE/PLUMB/MO / EQUIPMENT -
N64T0561	OTICON INC	1,224.80	8.62	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV / INSTRUCTIONAL
			1,216.18	0119271519 4410	SPEECH & LANG/SE OTHER/NSEV / EQUIPMENT -
N64A0280	PALAFX PSYCHOLOGICAL CORPORAT	4,000.00	4,000.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
N64R1489	PERMA BOUND	1,388.16	1,388.16	0134000910 4210	WA/LCFF-CONCENTRATION/INSTR / BOOKS AND
N64R1442	PITSCO INC.	1,183.39	1,183.39	0132489810 4310	OR/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64R1537	PREVENTION PARTNERS	1,349.02	1,349.02	0128489810 4310	CY/TUPE COHORT M (2018-2020) / INSTRUCTIONAL
N64A0283	RED DRAGON ELECTRIC INC	220,000.00	220,000.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
N64R1437	RIVERSIDE INSIGHTS	232.64	232.64	0132252011 4310	OR/MILD MODERATE/SE SEP CL/NSE /
N64A0289	SCHOOLGY INC.	132,300.00	132,300.00	0153750410 5880	SP/SCHOOLGY/INSTR / OTHER OPERATING
N64T0530	SEHI COMPUTER PRODUCTS INC	934.88	934.88	0147000910 4410	HOPE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
N64T0533	SEHI COMPUTER PRODUCTS INC	72.46	72.46	0119283039 4310	SYS/OTHER PUPIL / INSTRUCTIONAL MATL &
N64T0535	SEHI COMPUTER PRODUCTS INC	275.38	275.38	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0536	SEHI COMPUTER PRODUCTS INC	4,440.43	3,104.33	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			1,336.10	0127000910 4410	KE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
N64T0537	SEHI COMPUTER PRODUCTS INC	3,796.45	3,796.45	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL

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N64T0538	SEHI COMPUTER PRODUCTS INC	4,426.59	4,426.59	0134000910 4410	WA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
N64T0539	SEHI COMPUTER PRODUCTS INC	12,762.60	12,762.60	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0540	SEHI COMPUTER PRODUCTS INC	1,336.10	1,336.10	0134000910 4410	WA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
N64R1524	SIGN MART PLASTICS PLUS	881.11	881.11	0110102581 4347	EMERGENCY EXPEND/M & O / OPERATIONS SUPPLI
N64R1534	SOCALGRAD	64.65	64.65	0122595010 4310	SA/SHORT STAY VISIST/ INSTR / INSTRUCTIONAL
N64R1535	SOCALGRAD	900.00	900.00	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
N64T0545	SOFTWARE 4 SCHOOLS	199.00	199.00	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
N64S0119	SOUTHWEST SCHOOL AND OFFICE SU	797.87	797.87	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64S0120	SOUTHWEST SCHOOL AND OFFICE SU	11,421.50	11,421.50	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64A0288	SPEECH AND LANGUAGE	81,830.00	81,830.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
N64R1475	STAPLES ADVANTAGE	15,106.23	10,106.23	0115102210 4310	ED/INNOVATION GRANTS/INSTR / INSTRUCTIONAL
			5,000.00	0115115010 4310	EDUCATION/INSTR / INSTRUCTIONAL MATL &
N64T0555	STAPLES ADVANTAGE	91.54	91.54	0168489810 4310	GIL/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64R1519	STATE OF CALIFORNIA	125.00	125.00	0138230081 5610	BALL/GENERAL/MO / REPAIRS/MAINT - O/S SERVICE
N64T0534	T MOBILE	296,800.00	296,800.00	0108102577 5930	EIT/EMERGENCY EXPENDITUREE/INS / INTERNET
N64R1536	THEATREFOLK LTD.	450.35	450.35	0122000910 5880	MA/LCFF-CONCENTRATION/INSTR / OTHER
N64T0543	THEATREFOLK LTD.	444.00	444.00	0135000910 5880	DA/LCFF-CONCENTRATION/INSTR / OTHER
N64R1468	THRIVING YOUNIVERSITY, LLC	2,500.00	2,500.00	0168361010 5805	GI/ESSA SCH IMPROV FUND (CSI) / INSTRUCTIONAL
N64T0559	TROXELL COMMUNICATIONS INC	11,895.60	11,895.60	0108000877 4410	INFORMATION SERVICES/DP / EQUIPMENT -
N64R1529	U S BANK	900.00	900.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
N64A0282	WHY TRY INC.	7,542.50	7,542.50	0172381731 5810	TITLE I-MC KINNEY VENTO/GUID /
N64R1522	WINGS AND THINGS	4,200.00	4,200.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
N64A0286	YARIJANIAN AND ASSOCIATES	6,250.00	6,250.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
Fund 01 Total:		1,899,890.50			

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

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EXHIBIT GGG

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		Fund 25 Total:	2,945.00		
		Fund 26 Total:	122,535.00		
		Fund 76 Total:	15,865.00		
		Total Amount of Purchase Orders:	2,041,235.50		

ANAHEIM UHSD

EXHIBIT HHH

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

06/18/2020

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<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K64A0328	XEROX CORPORATION	329,536.54	+56,600.00	0118118072 5620	GRAPHICS/GENL ADM / RENTALS/OPERATING LEASES
L64A0272	HUETTL, RIC AND KIM	12,806.68	+3,846.68	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
M64A0264	SOUND IMAGE	1,275.00	+1,275.00	0110400581 6490	M&O/ONE-TIME FUNDING (2017-18) / EQUIPMENT -
M64T0075	DOCUMENT TRACKING SERVICE LLC	21,285.00	+7,095.00	0153750410 5880	SP/SCHOOLGY/INSTR / OTHER OPERATING EXPENSES
N64A0014	NATIONAL CINEMEDIA LLC	23,155.00	+18,524.00	0102102172 5880	SUPT/DISTRICT BRANDING/OTR ADM / OTHER
N64A0029	DELTA DENTAL INSURANCE COMPANY	194,000.00	+4,000.00	6900690060 5465	HEALTH AND WELF/ENTERP / INSURANCE - DENTAL
N64A0031	VISION SERVICE PLAN	638,000.00	+3,000.00	6900690060 5464	HEALTH AND WELF/ENTERP / INSURANCE - VISION
N64A0034	AMERICAN FIDELITY ASSURANCE CO	109,500.00	+2,500.00	6900690060 5450	HEALTH AND WELF/ENTERP / OTHER INSURANCE
N64A0098	AMTEC	1,200.00	+600.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
N64R0964	ATKINSON ANDELSON LOYA RUUD	225.00	+50.00	0156156072 5210	FACILITIES/GENL ADM / TRAVEL AND CONFERENCE
N64R0976	SHIELD FIRE PROTECTION	3,170.00	+1,585.00	0138230081 5610	BALL/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
N64R1148	CALIFORNIA SCHOOL LIBRARY ASSO	5,640.00	+355.00	0153000910 5210	SP PR/LCFF-SUPPLEMENTAL / TRAVEL AND
			+175.00	0153000921 5210	SP PROG/LCFF (EIA)/SUPRV INSTR / TRAVEL AND
N64R1407	DBQ PROJECT, THE	426.56	+50.37	0144000910 4310	LEX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64R1409	BLINK NETWORK LLC	51,647.93	+3,647.93	0113113036 6490	TRANS/REG-ED/TRANSPORTATION / EQUIPMENT -
N64R1425	ORANGE COUNTY PUBLIC SAFETY	86,006.00	+47,600.00	0100102583 5810	EMERGENCY EXPEND/SERVICES/SEC /
N64R1427	AWARDS BY PAUL	6,803.56	+478.41	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER OFFICE/MIS
N64S0117	GLASBY MAINTENANCE SUPPLY CO.	9,967.96	+2,425.46	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64T0496	BEST BUY FOR BUSINESS	103.44	+17.25	0142025040 4310	OXFORD/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
N64T0501	SEHI COMPUTER PRODUCTS INC	374.98	+10.78	0122393110 4310	VEA PERKINS STUDENT ORG MAGNOL /
N64T0529	SEHI COMPUTER PRODUCTS INC	23,929.88	-2,181.93	0121381010 4310	WE/ECIA TITLE I/INSTRUCTI / INSTRUCTIONAL MATL
N64T0531	SEHI COMPUTER PRODUCTS INC	1,087.20	+57.31	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL &
			+4.31	0140381010 4410	SOUTH/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZE

ANAHEIM UHSD

EXHIBIT HHH

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **06/18/2020**

FRO 04/28/2020 TO 06/07/2020

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64X0083	O'REILLY AUTO PARTS	30,000.00	+10,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
N64X0096	TRUCK PRO PTO SALES CORPORATIO	55,000.00	+15,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
N64X0123	GLASBY MAINTENANCE SUPPLY CO.	23,000.00	+3,000.00	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES -
N64X0267	J.W. PEPPER AND SON INC.	500.00	+300.00	0138000010 4319	BALL/INSTR / UNALLOCATED BUDGET
N64X0294	SOCALGRAD	7,367.90	+1,347.90	0127000031 4320	KE/GUID / OTHER OFFICE/MISC SUPPLIES
N64X0316	J.W. PEPPER AND SON INC.	200.00	+50.00	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MATL
N64X0350	J.W. PEPPER AND SON INC.	1,203.38	+203.38	0125008010 4310	KA/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
N64X0379	J.W. PEPPER AND SON INC.	900.00	+100.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
Fund 01 Total:			172,216.85		
Fund 69 Total:			9,500.00		
Total Amount of Change Orders:			181,716.85		

EXHIBIT III

VENDOR CHECK REGISTER
APRIL 27, 2020 Through June 07, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
A ALVARADO PAINTING	V6406348	5610	1650	00163831
A AND C URGENT CARE	V6412935	5810	210	00163786
A U H S D FOOD SERVICE DEPT	V6400023	5880	7534.61	00163726
			11385.21	00163832
A Z BUS SALES INC.	V6400025	4376	125.68	00163904
AAA ELECTRIC MOTOR SALES	V6400033	4355	327.14	00163914
			121.27	00163948
ABU KHALAF, ZINEH	V6412791	5220	336.03	00163819
ACORN MEDIA	V6400068	5610	1072.11	00163787
			1800.5	00163915
ACOUSTICAL MATERIAL SERVICES	V6400070	4347	147.62	00163788
		4355	303.52	00163788
ACS BILLING SERVICE	V6400072	5580	2503.16	00163833
ACUATIVE CORP.	V6411848	5810	582.48	00163969
ADI	V6400095	4355	53.86	00163789
ADORAMA	V6411023	4410	641.12	00163705
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	9320	419.06	00163685
			139.57	00163706
AG DESIGN INC	V6412748	5810	6840	00163767
AIRGAS USA LLC	V6413792	4375	55.99	00163727
		4376	54.18	00163905
AIRSUPPLY TOOLS INC.	V6412933	4375	3748.35	00163728
		9320	913.89	00163666
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	6216.19	00163628
ALT REV CASH FUND	V6405194	4310	381.68	00163943
		4390	15	00163943
		5880	54	00163943
	V6405198	4310	1417.48	00163629
		4320	84.46	00163629
		4347	18.33	00163629
		4390	173.27	00163629
AMAZON WEB SERVICES INC.	V6412894	5880	29.19	00163707
			31.28	00163970
AMTEC	V6411210	5810	600	00163834
ANAHEIM ELEMENTARY SCHOOL DISTRICT	V6400254	5100	8374.44	00163667
		5620	1397.5	00163944
ANAHEIM FAMILY YMCA	V6409401	5100	189556.7	00163945
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	17530.76	00163790
APPLE INC	V6400319	4310	149	00163708
		4410	4067.94	00163708
			1067.8	00163791
			1511.42	00163875
ARCH PAC AQUATICS LLC	V6413089	5810	10640	00163641
ARELLANO, GEISY	V6411702	5210	373.12	00163729
ASHTON, CAROLYN	V6400780	5210	431.59	00163630
AT AND T	V6400374	5918	151.57	00163893
	V6406157	5918	11783.46	00163892
ATKINSON ANDELSON LOYA RUUD	V6400383	5210	59	00163686
			225	00163835
		5821	16200.19	00163696
			1021.13	00163792
AWARDS BY PAUL	V6400412	4320	510.47	00163836
B AND K ELECTRIC WHOLESALE	V6400623	4355	37.78	00163730
			135.49	00163949

EXHIBIT III

VENDOR CHECK REGISTER
APRIL 27, 2020 Through June 07, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
B AND M LAWN AND GARDEN INC	V6400423	4347	252.78	00163668
BACH COMPANY, THE	V6407748	4310	776.32	00163946
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	5610	280991.95	00163631
BARNES AND NOBLE	V6400450	4210	207.61	00163709
BARNEY'S BLENDS INC.	V6411700	4310	2193.83	00163820
		4347	3182.4	00163820
			6341.65	00163916
BAVCO	V6407678	4355	1875.24	00163632
BEE BUSTERS	V6400472	5610	450	00163687
BLINDSIDE NETWORKS INC	V6413620	5880	60000	00163642
BLINK NETWORK LLC	V6413788	6490	51647.93	00163906
BOBCAT OF LOS ANGELES INC	V6412602	4347	1537.74	00163697
BOOKER, KARA	V6413810	5220	172.5	00163837
BOOMERANG PROJECT	V6408986	5210	3390	00163688
BORDER TIRE	V6413240	4386	5514.44	00163917
BRAINPOP LLC	V6407109	5880	2550	00163669
BROWNE, AUTUMN	V6405269	5880	2022.25	00163793
BRUNET, PATTY	V6403581	5210	139.75	00163950
BSN SPORTS LLC	V6412536	4310	5301.07	00163731
CAL BUILDING SYSTEMS INC	V6412620	5610	780	00163643
CALIF. DEPT. OF TAX AND FEE ADMINISTRATION	V6404444	4382	153.97	00163894
CALIFORNIA DEPARTMENT OF EDUCATION	V6400686	8660	211.27	00163633
			1358.39	00163876
CALIFORNIA PLUMBING PARTS	V6412567	4355	3661.76	00163971
CALIFORNIA SCHOOL LIBRARY ASSOCIATION	V6409339	5210	5640	00163732
CATHEDRAL HOME FOR CHILDREN	V6407473	5860	19933.64	00163610
CDW GOVERNMENT INC.	V6400819	4320	1237.94	00163644
CHAPMAN COAST ROOF COMPANY INC.	V6410263	5610	19347	00163634
CHEFS' TOYS	V6410110	4310	2452.62	00163611
			45.19	00163972
		4410	613.09	00163611
CHRISTIAN BUILDING MATERIALS	V6400919	4355	600.11	00163973
CHYLINSKI, PAUL	V6403583	5210	651.18	00163760
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	14709.06	00163761
CITY OF ANAHEIM	V6400957	5520	132093.84	00163710
			25026.89	00163762
			42304.21	00163838
			59465.71	00163974
		5530	15961.96	00163710
			3032.94	00163762
			5685.58	00163838
			23164.71	00163974
		5580	13380.86	00163710
			4339.26	00163762
			5871.04	00163838
			6854.78	00163974
CITY OF BUENA PARK	V6400958	5530	4269.25	00163645
			3796.03	00163839
		5580	426.93	00163645
			387.1	00163839
CLEAN OUT KINGS	V6413766	5610	1525	00163711
			19987.73	00163821
COGNITIVE SYSTEMS INCORPORATED	V6413433	5880	4740	00163975
COMPRESSOR PARTS AND REPAIR	V6413808	4410	1419.13	00163794

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VENDOR CHECK REGISTER
APRIL 27, 2020 Through June 07, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
COSCO FIRE PROTECTION INC	V6412879	5610	1440	00163947
CREATIVE BUS SALES	V6409840	4376	712.88	00163733
			605.34	00163795
		4387	538.74	00163646
CRISP IMAGING	V6408990	5610	81.76	00163635
		5880	21819.42	00163612
			278.56	00163635
			2424.38	00163840
CSU FULLERTON	V6401173	5100	6474.62	00163689
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	5810	15587.5	00163951
		6230	4350	00163951
CUMMINS PACIFIC LLC	V6401190	5610	2523.44	00163796
CVT RECYCLING	V6407455	4355	33.61	00163841
CYPRESS HIGH SCHOOL	V6405640	5810	10500	00163690
DALIA TAWFIG	V6413797	5230	177	00163624
DAM, ANGEL	V6409471	5220	31.2	00163734
DARTCO TRANSMISSION SALES SVC	V6401258	4376	500	00163613
DEL SOL SCHOOL	V6411308	5860	9236	00163797
DEMIDEC CORPORATION	V6412158	4310	538.75	00163712
DEVEREUX TEXAS TREATMENT NETWORK	V6401339	5860	35125.22	00163976
DONALD KROTEE PARTNERSHIP INC	V6413265	5610	34545.87	00163798
EBERHARD EQUIPMENT	V6405532	4337	700.5	00163977
		4347	377.13	00163952
ECONOMY RENTALS INC	V6401478	5610	139.16	00163953
		5620	721.03	00163691
			680	00163799
EHP SOLUTIONS	V6412840	4310	913.6	00163670
		4355	858.63	00163670
ENCORP	V6409154	5810	7595	00163978
ERICKSON HALL CONSTRUCTION CO	V6413032	5610	53254	00163768
ESCOE, BARRY	V6400453	3701	2247.3	00163636
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	5610	462.52	00163735
EWING IRRIGATION PRODUCTS	V6401634	4355	4055.4	00163954
FARMERS AND MERCHANTS BANK	V6412156	5880	9771.27	00163736
			8275.38	00163842
FAST TRACK CONSTRUCTION CORPORATION	V6410454	5610	214519.93	00163698
FEDEX	V6401675	5610	4.86	00163918
FERGUSON ENTERPRISES INC	V6409823	4355	197.27	00163931
FERRELLGAS LP	V6411875	5810	76.8	00163713
FIVE STAR RUBBER STAMP INC	V6405116	4320	52.19	00163671
FLEET SERVICES INC	V6405625	4376	764.09	00163932
		4385	83.08	00163714
FLORES, ROBERT	V6411855	5210	282.2	00163919
FROG ENVIRONMENTAL INC.	V6407428	5610	1234	00163895
FUSION LEARNING INC	V6413641	5880	18092	00163672
G M BUSINESS INTERIORS	V6412498	4320	409.9	00163769
GANAHL LUMBER CO	V6401804	4310	898.8	00163673
		4355	84.83	00163770
GANS INK AND SUPPLY CO. INC.	V6412496	4320	727.31	00163771
GARDENA VALLEY NEWS	V6401808	5880	284.8	00163843
GAS COMPANY, THE	V6404372	5510	969.23	00163737
			28004.88	00163772
		7439	7061.94	00163772
GHATAODE BANNON ARCHITECTS	V6408656	5810	1187.5	00163715

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<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	210.69	00163773
			801.3	00163979
GOLDEN STATE WATER COMPANY	V6408018	5530	15299.56	00163844
GOPHER SPORTS EQUIPMENT	V6401902	4310	5002.63	00163674
			427.64	00163774
GORM INC	V6401904	4320	1491.91	00163877
GOVERNMENT FINANCIAL STRATEGIES	V6401906	5880	12127.16	00163647
GRAINGER	V6404982	4355	1042.31	00163675
			1009.57	00163775
		4410	1078.29	00163675
GREATER ANAHEIM SELPA	V6401927	5805	96494.15	00163776
		8311	152269.45	00163716
H AND E EQUIPMENT SERVICES	V6409994	5610	269.56	00163933
H AND H AUTO PARTS WHOLESALE	V6401967	4375	33.88	00163717
		4376	436.77	00163717
		4385	577.18	00163717
HALE, DEBORAH	V6401296	5210	498.63	00163777
HAMILTON, VALERIE	V6413117	5210	1198.44	00163738
HAMMER, DAPHNE	V6408514	5210	882.23	00163739
HAUGEN, CRAIG	V6401122	3701	680.4	00163878
HAULAWAY STORAGE CONTAINERS INC.	V6410468	5620	383.6	00163676
HERNANDEZ, CHARLES	V6411583	5210	878.14	00163879
HILLYARD FLOOR CARE SUPPLY	V6402055	4347	68891.53	00163964
		4410	1880.28	00163964
HOME DEPOT CREDIT SERVICES	V6405234	4347	23.49	00163614
			334.73	00163845
		4355	654.16	00163648
			81.25	00163965
HONORS GRADUATION LLC	V6411298	4310	826.65	00163846
HOPE4FAMILIES	V6413505	5821	5000	00163847
HORIZON	V6408259	4347	2276	00163934
HORIZON MECHANICAL CONTRACTORS OF CALIFORNIA	V6413451	6490	94711.93	00163980
HOTSY EQUIPMENT CO.	V6402080	6490	7921.08	00163649
HP DIRECT	V6408671	4410	1077.5	00163677
HUETTL, RIC AND KIM	V6412907	5850	3570	00163778
HUISMAN, MATTHEW	V6408438	5210	295.9	00163718
IMAGE APPAREL FOR BUSINESS	V6402628	4345	134.66	00163615
IMAGE SOURCE	V6412458	4320	1260.69	00163848
INTELESYSONE INC.	V6412444	4320	747.44	00163650
J.W. PEPPER AND SON INC.	V6402214	4150	7.49	00163849
		4310	803.05	00163849
			11.59	00163880
			203.38	00163896
JACKSONS A S BREA F M P	V6406346	4347	37.74	00163678
			498.11	00163719
		4375	66.41	00163719
		4385	739.45	00163719
JART DIRECT MAIL SERVICE	V6402271	5810	13337.73	00163897
JFK TRANSPORTATION CO INC	V6413170	5620	2688.75	00163679
			3492.5	00163935
JHM SUPPLY INC.	V6411647	4355	408.68	00163616
			1598.71	00163966
			147.35	00163981

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<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
JOHNSON CONTROLS	V6406981	6490	5691.62	00163617
JONES LIGHTING LLC	V6412154	4310	294	00163881
JUSTICE TESTING	V6413455	5610	1745.81	00163680
KATELLA HIGH SCHOOL	V6402515	5810	13006	00163809
KENNEDY HIGH SCHOOL	V6402571	5810	13977	00163810
KNORR SYSTEMS INC.	V6402610	4355	7370.1	00163850
KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	V6412795	4310	32304.4	00163921
		4320	5039.13	00163921
LABELL EXCHANGE	V6412680	5918	600	00163851
LANGUAGE NETWORK INC	V6409301	5810	180	00163922
LITTLE, STEVEN	V6408970	5210	1569.29	00163852
			1569.29	00163982
LOADBALANCER.ORG INC.	V6412958	5610	1390	00163853
LOS ANGELES FREIGHTLINER INC	V6402833	4376	471.1	00163740
		4385	471.1	00163936
MACKIN LIBRARY MEDIA	V6402903	4210	1222.49	00163720
MAINTEX INC.	V6411331	9320	4327.44	00163811
MARDAN CENTER OF EDUCATION	V6402945	5860	3682.61	00163882
MASTERSON, GRACE	V6409613	5210	468.3	00163741
MATSUDA, MICHAEL	V6403107	5210	30.3	00163651
MC FADDEN DALE HARDWARE CO	V6403056	4355	187.72	00163681
			269.43	00163812
			182.52	00163983
MCR TECHNOLOGIES INC	V6413778	4410	1349.22	00163854
MIKE ELAM CONSTRUCTION	V6412866	5610	1900	00163652
			760	00163937
MONTGOMERY HARDWARE CO.	V6405624	4355	5300.94	00163721
MORSCO SUPPLY LLC	V6412910	4355	170.34	00163618
			9.48	00163938
MUSIC AND ARTS CENTER	V6411397	4310	87.06	00163682
			151.63	00163883
N2Y LLC	V6405551	4150	198	00163653
NASCO	V6403253	4310	890.61	00163898
NATIONAL CINEMEDIA LLC	V6413306	5880	4373.72	00163899
NEWEGG BUSINESS INC	V6412716	4320	9333.44	00163654
NIMCO	V6403365	4310	1991.49	00163855
NORTH ORANGE COUNTY REGIONAL	V6403384	4390	151.51	00163967
		7283	657014.04	00163900
NORTH ORANGE COUNTY ROP	V6409740	7223	626.54	00163984
OC HUMAN RELATIONS COUNCIL	V6403458	5805	5000	00163619
OCDE	V6403452	5918	14880	00163856
OLIVE CREST ACADEMY	V6410765	5860	14681.67	00163620
			13753.31	00163813
ORANGE COUNTY CIRCUIT BREAKERS	V6409403	4355	110.11	00163743
ORANGE COUNTY HEALTH CARE AGENCY	V6407003	5810	247960.07	00163800
			223184.9	00163822
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	23520	00163692
			38380	00163756
O'REILLY AUTO PARTS	V6411401	4370	1501.67	00163763
		4376	-135.79	00163763
		4385	295.7	00163742
			-34.47	00163763
PALAFIX PSYCHOLOGICAL CORPORATION	V6413343	5850	4000	00163655
PALMER, DONALD	V6405811	5220	320.81	00163656

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<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
PARADIGM HEALTHCARE SERVICES	V6403536	5810	1000	00163814
			3785.68	00163884
PARKER AND COVERT LLP	V6403544	5810	1616.5	00163801
PATRIOT TOOL AND SUPPLY	V6413758	4387	409.44	00163744
PENNER PARTITIONS INC	V6403625	4355	105.6	00163745
PINNER CONSTRUCTION CO INC	V6412130	6165	343364.84	00163923
PIPS	V6407384	3601	349255.69	00163857
		3602	116418.56	00163857
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	1183.42	00163823
PORTVIEW PREPARATORY	V6411850	5860	22260.68	00163815
PROTECTION ONE ALARM MONITORING INC.	V6412084	5620	3160.83	00163885
PYRAMID SCHOOL PRODUCTS	V6403798	9320	2115.96	00163746
RAY, RITA	V6413798	5210	99	00163657
RED DRAGON ELECTRIC INC	V6413809	5610	65692.5	00163924
REFRIGERATION SUPPLIES DIST.	V6403873	4355	150.26	00163625
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	5948.2	00163886
REVOLVING CASH FUND	V6405190	2105	530	00163955
		4310	1189.39	00163658
		4390	2155	00163621
		5210	2450	00163621
			1397.76	00163658
		5870	699.2	00163658
		5880	3104.76	00163621
			2000	00163658
			43817	00163955
		5910	4522.96	00163621
			5401.19	00163858
			6223.94	00163955
		8590	2609.4	00163621
		8699	11250	00163621
RIDDELL ALL AMERICAN	V6403939	4410	2048.19	00163824
ROCKLER WOODWORKING AND HARDWARE	V6403987	4310	35.33	00163825
RODARTE, JACQUELINE	V6413086	5210	256.66	00163826
ROSSIER PARK SCHOOL	V6411451	5860	14912.71	00163622
SCHOOL HEALTH CORPORATION	V6404160	4320	421.19	00163859
SCP DISTRIBUTORS LLC	V6411554	4355	756.48	00163623
SEHI COMPUTER PRODUCTS INC	V6404221	4310	3927.33	00163860
		4410	806.62	00163860
		5610	2825	00163887
		5880	167500	00163764
			241	00163887
SHIELD FIRE PROTECTION	V6410947	5610	1585	00163827
SIGLER INC., RUSSELL	V6410420	4355	109.55	00163861
SIGN MART PLASTICS PLUS	V6412529	4347	881.11	00163828
SOCALGRAD	V6411708	4320	2681.1	00163829
			935.25	00163888
SOLIS GROUP, THE	V6412965	5810	6070.5	00163699
			6070.5	00163779
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	31617.01	00163802
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	9320	344.8	00163693
			7439.92	00163765
			11421.5	00163862
SPICERS PAPER INC	V6404405	4320	2907.5	00163816
SPRINT SOLUTIONS INC	V6411072	5918	320.92	00163939

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<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
STAPLES ADVANTAGE	V6410116	4310	1003.92	00163659
			737.45	00163694
		4320	230.72	00163694
STATE OF CALIFORNIA	V6404447	5610	125	00163803
STRADLING YOCCA CARLSON AND RAUTH	V6413690	5810	7500	00163757
SULLIVAN, EVE	V6408490	5210	2058.08	00163747
T MOBILE	V6410424	5930	26418.13	00163968
TAYLOR, BRETT	V6413806	5210	1283.33	00163748
TERRIQUEZ, NANCY	V6413799	5210	40.77	00163660
THOMSON REUTERS WEST	V6407958	5880	161	00163749
THRIVING YOUNIVERSITY, LLC	V6413801	5805	2500	00163750
TIME WARNER CABLE	V6411698	5930	3859.1	00163863
TOWNSEND PUBLIC AFFAIRS INC.	V6413003	5810	5000	00163751
TRANE US INC	V6413720	6270	296046.8	00163752
TRUCK PRO PTO SALES CORPORATION	V6403784	4387	144.36	00163753
TURNING TECHNOLOGIES	V6407837	4310	240.28	00163661
TWINING CONSULTING	V6412575	5810	570	00163864
UC REGENTS	V6404826	5210	225	00163865
VALLEY VISTA SERVICES INC	V6411966	5580	1408.85	00163830
VISION COMMUNICATIONS CO.	V6404955	4310	1379.2	00163766
		4410	14873.6	00163804
		5610	688.58	00163817
VITAL INSPECTION SERVICES INC	V6412251	5810	8019	00163805
WEATHERPROOFING TECHNOLOGIES INC	V6413385	5610	1910	00163758
			1690	00163806
XEROX CORPORATION	V6405129	5620	1628.67	00163818
			6389.79	00163889
ZENDESK INC	V6413040	5880	89.7	00163626
ZEPEDA, SARAH	V6412585	4310	58.15	00163662
GENERAL FUND (0101)			5,232,306.82	
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	5610	240266.45	00163754
FAST TRACK CONSTRUCTION CORPORATION	V6410454	6165	213259.12	00163700
DEFERRED MAINTENANCE FUND (1414)			453,525.57	
CONTAINER ALLIANCE	V6412976	6274	419.04	00163907
CRISP IMAGING	V6408990	6241	4997.72	00163637
			1078.29	00163866
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	108095	00163956
DIVISION OF THE STATE ARCHITECT	V6411414	6210	2153.2	00163780
ERICKSON HALL CONSTRUCTION CO	V6413032	6165	176687.61	00163781
FRANKLIN MECHANICAL SYSTEMS	V6413804	6276	3035	00163722
GHATAODE BANNON ARCHITECTS	V6408656	6212	5950	00163638
			67698	00163782
HCI SYSTEMS INC	V6413251	6276	315	00163867
JM AND J CONTRACTORS	V6410460	6274	29500	00163940
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	25717	00163901
KNOX COMPANY	V6406957	6274	128.22	00163783
MANUFACTURES BANK	V6413517	6165	104351.46	00163925
NB CONSULTING ENGINEERS INC	V6409786	6209	12450	00163868

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<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
PERKINS EASTMAN ARCHITECTS DCP	V6412384	6212	171196.07	00163639
			30281.25	00163908
			115623.42	00163957
PINNER CONSTRUCTION CO INC	V6412130	6165	223421.96	00163926
QUICK CRETE PRODUCTS CORP	V6403805	4410	58641.86	00163627
			28551.6	00163759
REVOLVING CASH FUND	V6405190	6210	810	00163663
		6222	3600	00163663
			695	00163869
			2040.67	00163958
RUHNAU CLARKE ARCHITECTS	V6412249	6212	160728.04	00163701
TWINING CONSULTING	V6412575	6251	2620	00163909
GO BOND FUND SERIES 2018 (2126)			1,340,785.41	
GHATAODE BANNON ARCHITECTS	V6408656	6212	16200	00163723
J AND A FENCE	V6409989	6221	2945	00163870
JM AND J CONTRACTORS	V6410460	6274	2500	00163941
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	1992	00163902
PINNER CONSTRUCTION CO INC	V6412130	6165	1415891	00163927
REVOLVING CASH FUND	V6405190	6210	500	00163959
SCHOOL FACILITY CONSULTANTS	V6404158	5810	3777.5	00163871
CAPITAL FACILITIES FUND (2525)			1,443,805.50	
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	27280	00163960
RUHNAU CLARKE ARCHITECTS	V6412249	6212	13009.66	00163961
CAPITAL FACILITIES RDA FUND (2545)			40,289.66	
DIVISION OF THE STATE ARCHITECT	V6411414	6210	10714.04	00163910
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	215254.77	00163724
SCHOOL FACILITIES FUND (3535)			225,968.81	
AG DESIGN INC	V6412748	6212	2500	00163872
ENCORP	V6409154	6250	24237.5	00163962
FAST TRACK CONSTRUCTION CORPORATION	V6410454	6165	475004.72	00163702
GHATAODE BANNON ARCHITECTS	V6408656	6212	5875	00163640
JM AND J CONTRACTORS	V6410460	6274	3150	00163784
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	11952	00163903
TWINING CONSULTING	V6412575	6290	1243	00163664
			832	00163873
			2962	00163911
VITAL INSPECTION SERVICES INC	V6412251	6291	4536	00163807
SPECIAL FACILITIES FUND (4041)			532,292.22	
AUHSD	V6400400	5890	6797.21	00163808
WORKER'S COMPENSATION FUND (6768)			6,797.21	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	9268	00163703
			9268	00163928

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<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
BENEFIT AND RISK MANAGEMENT SERVICES	V6412889	5812	408687.81	00163929
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	240847	00163890
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	16622.24	00163704
			16305.89	00163963
EXPRESS SCRIPTS INC.	V6410974	5895	192226.19	00163683
			375645.7	00163755
			189441.6	00163874
			214436.65	00163912
			173822.5	00163930
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	13116.67	00163942
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON	V6413790	5462	12060.24	00163665
			12062.44	00163785
RETIREE FIRST LLC.	V6413748	5466	36495.62	00163891
			36495.62	00163913
VISION SERVICE PLAN	V6404956	5464	53769.97	00163695
HEALTH & WELFARE INS FUND (6769)			2,010,572.14	
GREATER ANAHEIM SELPA	V6401927	9620	877896	00163684
			15865	00163725
WARRANT/PASS THROUGH (7676)			893,761.00	
GRAND TOTAL ALL FUNDS			12,180,104.34	

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
MARCH 2020**

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	460,727.12	375,563.44	1,000.00	53,180.25	429,743.69
Western	379,101.66	222,410.62	1,275.00	126,558.14	350,243.76
Magnolia	145,627.32	122,585.39	700.00	-	123,285.39
Savanna	99,113.88	101,171.87	500.00	233.27	101,905.14
Loara	187,043.13	109,697.96	800.00	69,014.60	179,512.56
Katella	266,907.76	217,991.00	2,100.00	-	220,091.00
Kennedy	463,496.32	433,378.71	1,300.00	-	434,678.71
Cypress	729,787.54	680,291.93	1,700.00	-	681,991.93
Brookhurst	38,829.17	32,528.31	-	-	32,528.31
Orangeview	43,480.39	40,358.61	100.00	-	40,458.61
Walker	94,960.30	100,347.99	-	-	100,347.99
Dale	74,821.39	70,276.73	-	-	70,276.73
Sycamore	25,111.63	34,129.00	-	-	34,129.00
Ball	27,881.28	24,073.53	-	-	24,073.53
South	69,498.84	69,286.90	-	-	69,286.90
Oxford	588,863.81	517,762.45	350.00	-	518,112.45
Lexington	68,400.20	67,627.43	-	-	67,627.43
Hope	83,401.40	80,300.18	-	-	80,300.18
Gilbert	40,299.61	36,727.14	-	-	36,727.14
Total	3,887,352.75	3,336,509.19	9,825.00	248,986.26	3,595,320.45

**Anaheim Union High School District
Cafeteria Fund
Financial Statements
March 2020**



Balance Sheet
Anaheim Union High School District
03/31/2020

5/5/2020 2:45:07 PM

EXHIBIT KKK

Account Number	Description	
Asset	Assets	
CASH		
9120	Cash-Checking	\$5,753,901.15
9122	Change Fund	\$11,990.00
Total CASH		\$5,765,891.15
RECEIVABLE		
9210	A/R - Current	\$90,751.66
9280	A/R - State	\$235,919.75
9290	A/R - Federal	\$3,039,891.18
Total RECEIVABLE		\$3,366,562.59
INVENTORIES		
9321	Food	\$225,131.50
9323	Supplies	\$90,157.29
Total INVENTORIES		\$315,288.79
Total Asset		\$9,447,742.53
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$1,729,654.75
9530	A/P - Accrued Vacation	\$98,712.00
9580	Sales Tax Liability	\$5,803.31
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$89,791.57
Total LIABILITIES		\$1,923,961.63
Total Liability		\$1,923,961.63
Fund Balance	Liabilities and Fund Balance	
FUND BALANCE		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$4,346,622.45
Total FUND BALANCE		\$8,218,032.57
Total Fund Balance		\$8,218,032.57
Current Year Profit (Loss)		(\$694,251.70)
Total Liabilities and Fund Balance		\$9,447,742.50
Show all data		



Statement of Revenue and Expense

Anaheim Union High School District

EXHIBIT KKK

	Period 9 Ending in 03/31/2020				Period 9 Ending in 03/31/2019			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8621	\$21,018.00	1.48 %	\$287,349.00	1.76 %	\$46,578.00	2.17 %	\$325,554.00	1.88 %
Elementary - Lunch								
8622	\$0.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %	\$31.50	0.00 %
Junior High - Breakfast								
8623	\$0.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %	\$2,697.00	0.02 %
Junior High - Lunch								
8632	\$4,952.50	0.35 %	\$62,181.00	0.38 %	\$6,370.00	0.30 %	\$57,720.25	0.33 %
High School - Breakfast								
8633	\$39,657.00	2.79 %	\$606,408.00	3.71 %	\$61,704.00	2.88 %	\$619,479.00	3.58 %
High School - Lunch								
8635	\$36,822.73	2.59 %	\$674,862.12	4.13 %	\$68,580.15	3.20 %	\$776,875.04	4.49 %
A La Carte Sales								
8636	\$38.93	0.00 %	\$342.05	0.00 %	\$16.68	0.00 %	\$361.54	0.00 %
Adult Rev. - Breakfast								
8637	\$1,088.41	0.08 %	\$16,499.83	0.10 %	\$1,897.48	0.09 %	\$17,072.16	0.10 %
Adult Rev. - Lunch								
Local Revenue	\$103,577.57	7.29 %	\$1,647,642.00	10.08 %	\$185,146.31	8.64 %	\$1,799,790.49	10.40 %
Federal Reimbursements								
8200	\$290,429.86	20.45 %	\$2,712,361.22	16.59 %	\$351,495.00	16.40 %	\$2,814,204.64	16.26 %
Fed. Meal Rev.-Breakfast								
8220	\$902,570.65	63.55 %	\$10,352,286.77	63.31 %	\$1,373,659.35	64.11 %	\$10,887,838.75	62.91 %
Fed. Meal Rev.-Lunch								
8290	\$28,135.14	1.98 %	\$385,672.60	2.36 %	\$54,093.13	2.52 %	\$404,109.16	2.33 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$1,221,135.65	85.98 %	\$13,450,320.59	82.26 %	\$1,779,247.48	83.04 %	\$14,106,152.55	81.50 %
State Reimbursements								
8500	\$32,527.56	2.29 %	\$304,727.02	1.86 %	\$39,333.43	1.84 %	\$314,999.68	1.82 %
St. Meal Rev.-Breakfast								
8520	\$63,555.55	4.47 %	\$729,999.42	4.46 %	\$96,957.51	4.52 %	\$767,908.23	4.44 %
St. Meal Rev.-Lunch								
State Reimbursements	\$96,083.11	6.76 %	\$1,034,726.44	6.33 %	\$136,290.94	6.36 %	\$1,082,907.91	6.26 %
Other Revenue								
8638	(\$475.48)	-0.03 %	(\$7,065.81)	-0.04 %	(\$796.62)	-0.04 %	(\$14,106.84)	-0.08 %
Cash Over & Short								
8699	\$0.00	0.00 %	\$226,284.32	1.38 %	\$42,837.25	2.00 %	\$332,428.78	1.92 %
Spec Activity/Cater								
Other Revenue	(\$475.48)	-0.03 %	\$219,218.51	1.34 %	\$42,040.63	1.96 %	\$318,321.94	1.84 %
Total Revenue	\$1,420,320.85	100.00 %	\$16,351,907.54	100.00 %	\$2,142,725.36	100.00 %	\$17,307,172.89	100.00 %
Expense								
Food Purchases & Govnmt								
4700	\$502,432.12	35.37 %	\$5,388,082.77	32.95 %	\$724,120.35	33.79 %	\$5,985,491.04	34.58 %
Food Purchases								
Food Purchases & Govnmt	\$502,432.12	35.37 %	\$5,388,082.77	32.95 %	\$724,120.35	33.79 %	\$5,985,491.04	34.58 %
Supplies								
4300	\$7,294.75	0.51 %	\$101,645.93	0.62 %	\$18,729.73	0.87 %	\$148,204.17	0.86 %
Materials & Supplies								
4400	\$0.00	0.00 %	\$34,408.84	0.21 %	\$1,605.26	0.07 %	\$105,042.67	0.61 %
Noncapitalized Equipment-Under \$5000								



Statement of Revenue and Expense

Anaheim Union High School District

5/4/2020 9:26:25 AM

EXHIBIT KKK

	Period 9 Ending in 03/31/2020				Period 9 Ending in 03/31/2019			
	Monthly	%	YTD	%	Monthly	%	YTD	%
4790	\$29,770.78	2.10 %	\$521,958.05	3.19 %	\$44,936.03	2.10 %	\$571,227.43	3.30 %
Supplies (Food)								
Supplies	\$37,065.53	2.61 %	\$658,012.82	4.02 %	\$65,271.02	3.05 %	\$824,474.27	4.76 %
Salaries								
2200	\$743,400.37	52.34 %	\$6,030,729.43	36.88 %	\$673,861.46	31.45 %	\$5,834,371.44	33.71 %
Classified Salaries								
2300	\$36,086.75	2.54 %	\$397,724.34	2.43 %	\$44,480.32	2.08 %	\$408,274.66	2.36 %
Class.Sup/Admin Salaries								
2400	\$44,351.20	3.12 %	\$381,548.19	2.33 %	\$40,979.42	1.91 %	\$376,198.55	2.17 %
Clerical/Office Salaries								
2550	\$12,339.00	0.87 %	\$98,712.00	0.60 %	\$12,339.00	0.58 %	\$98,712.00	0.57 %
Food Service Vacation Pay								
Salaries	\$836,177.32	58.87 %	\$6,908,713.96	42.25 %	\$771,660.20	36.01 %	\$6,717,556.65	38.81 %
Benefits								
3202	\$127,575.14	8.98 %	\$1,060,315.99	6.48 %	\$110,227.24	5.14 %	\$940,750.50	5.44 %
PERS, Classified Position								
3302	\$62,015.68	4.37 %	\$512,796.76	3.14 %	\$57,721.27	2.69 %	\$499,255.04	2.88 %
OASD/MED/Classified Position								
3402	\$201,770.78	14.21 %	\$1,824,929.91	11.16 %	\$208,443.90	9.73 %	\$1,829,957.09	10.57 %
Hlth/Welfare, Classified								
3502	\$411.75	0.03 %	\$3,396.73	0.02 %	\$383.20	0.02 %	\$3,313.05	0.02 %
SUI, Classified Position								
3602	\$20,941.68	1.47 %	\$173,215.00	1.06 %	\$18,675.02	0.87 %	\$161,537.23	0.93 %
Workers Comp, Classified								
Benefits	\$412,715.03	29.06 %	\$3,574,654.39	21.86 %	\$395,450.63	18.46 %	\$3,434,812.91	19.85 %
Other Expenses								
5200	\$1,269.25	0.09 %	\$11,819.07	0.07 %	\$1,070.52	0.05 %	\$10,015.74	0.06 %
Travel & Conference								
5500	\$9,450.00	0.67 %	\$200,639.44	1.23 %	\$84,265.76	3.93 %	\$259,045.03	1.50 %
Operation & Housekeeping								
5600	\$4,506.54	0.32 %	\$50,634.65	0.31 %	\$4,382.99	0.20 %	\$92,752.72	0.54 %
Rental/Lease/Repair								
5800	\$317.62	0.02 %	\$165,092.21	1.01 %	\$1,848.34	0.09 %	\$142,405.85	0.82 %
Prof. Consult Service								
5900	\$2,148.80	0.15 %	\$32,173.06	0.20 %	\$409.45	0.02 %	\$23,674.38	0.14 %
Fax, Pager, Postage								
Other Expenses	\$17,692.21	1.25 %	\$460,358.43	2.82 %	\$91,977.06	4.29 %	\$527,893.72	3.05 %
Capital Outlay								
6500	\$0.00	0.00 %	\$76,883.87	0.47 %	\$0.00	0.00 %	\$132,095.15	0.76 %
Equipment- Over \$5000								
Capital Outlay	\$0.00	0.00 %	\$76,883.87	0.47 %	\$0.00	0.00 %	\$132,095.15	0.76 %
Total Expense	\$1,806,082.21	127.16 %	\$17,066,706.24	104.37 %	\$2,048,479.26	95.60 %	\$17,622,323.74	101.82 %
Net Profit (Loss)	(\$385,761.36)	-27.16 %	(\$714,798.70)	-4.37 %	\$94,246.10	4.40 %	(\$315,150.85)	-1.82 %

Show all data

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2019/20 MONTHLY ENROLLMENT REPORT

Month 9

03/30/20 to 04/24/20

EXHIBIT LLL

SCHOOL	REGULAR DAY							Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	9th	10th	11th	12th	11th	12th	Subtotal				
Anaheim	743	707	622	590	2,662	2	159	2,823			
Cypress	769	693	717	625	2,804	1	88	2,893			
Katella	672	649	614	589	2,524	-	159	2,683			
Kennedy	537	564	532	498	2,131	4	89	2,224			
Loara	422	447	438	424	1,731	1	138	1,870			
Magnolia	367	402	359	304	1,432	1	151	1,584			
Oxford	203	200	194	183	780	-	-	780			
Savanna	434	399	420	395	1,648	1	79	1,728			
Western	403	423	385	400	1,611	-	97	1,708			
Total Comprehensive	4,550	4,484	4,281	4,008	17,323	10	960	18,293			
Anaheim Independent Learning Center	-	-	14	153	167	-	-	167			
Gilbert High School	-	3	246	183	432	1	110	543			
Katella Satellite Independent Study	10	9	32	17	68	-	-	68			
Kennedy Satellite Independent Study	10	28	32	19	89	-	-	89			
Nonpublic School	-	-	-	-	-	-	27	27			
Polaris High School	7	24	28	42	101	-	-	101			
Special Education Transition Program	-	-	-	-	-	-	163	163			
Western Independent Learning Center	-	5	32	68	105	-	-	105			
Total Alternative Ed	27	69	384	482	962	1	300	1,263			
Hope	-	-	-	-	-	-	230	230			
Total Senior High Schools	4,577	4,553	4,665	4,490	18,285	11	1,490	19,786			

SCHOOL	REGULAR DAY				Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	7th	8th	11th	12th				
Ball	417	464	881	-	55	936		
Brookhurst	504	503	1,007	-	54	1,061		
Dale	473	498	971	2	58	1,031		
Lexington	645	664	1,309	4	37	1,350		
Orangeview	403	404	807	3	54	864		
Oxford	241	242	483	-	-	483		
South	698	722	1,420	-	87	1,507		
Sycamore	636	623	1,259	-	73	1,332		
Walker	524	512	1,036	1	30	1,067		
Total Comprehensive	4,541	4,632	9,173	10	448	9,631		
Nonpublic School	-	-	-	-	7	7		
Polaris High School	4	23	27	-	2	29		
Total Alternative Ed	4	23	27	-	9	36		
Total Junior High Schools	4,545	4,655	9,200	10	457	9,667		

*Note: School closure is from 3/16/20 to 5/21/20

DISTRICT TOTAL 29,453

ANAHEIM UNION HIGH SCHOOL DISTRICT

EXHIBIT LLL

Business Division

2019/2020 MONTHLY ENROLLMENT REPORT

**GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 9**

HIGH SCHOOL	Month 8	Month 9	Growth v. (Decline)
Anaheim	2,826	2,823	(3)
Cypress	2,893	2,893	-
Katella	2,682	2,683	1
Kennedy	2,225	2,224	(1)
Loara	1,871	1,870	(1)
Magnolia	1,584	1,584	-
Oxford	780	780	-
Savanna	1,730	1,728	(2)
Western	1,708	1,708	-
Total Senior High	18,299	18,293	(6)

JUNIOR HIGH SCHOOL	Month 8	Month 9	Growth v. (Decline)
Ball	936	936	-
Brookhurst	1,059	1,061	2
Dale	1,028	1,031	3
Lexington	1,347	1,350	3
Orangeview	864	864	-
Oxford	483	483	-
South	1,508	1,507	(1)
Sycamore	1,329	1,332	3
Walker	1,066	1,067	1
Total Junior High	9,620	9,631	11

Total Comprehensive Schools	27,919	27,924	5
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Alternative Education	Month 8	Month 9	Growth v. (Decline)
Anaheim Independent Learning Center	166	167	1
Gilbert High School	573	543	(30)
Hope School	230	230	-
Katella Satellite Independent Study	65	68	3
Kennedy Satellite Independent Study	101	89	(12)
Nonpublic School	34	34	-
Polaris High School	135	130	(5)
Special Education Transition Program	163	163	-
Western Independent Learning Center	105	105	-
Total Alternative Ed.	1,572	1,529	(43)
District Total	29,491	29,453	(38)

ANAHEIM UNION HIGH SCHOOL DISTRICT
 Business Division
2019/20 MONTHLY ENROLLMENT REPORT
 Month 10
 4/27/20 to 5/21/20

SCHOOL	REGULAR DAY							Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	9th	10th	11th	12th	11th	12th	Subtotal				
Anaheim	741	705	623	589	2,658	160	2,819	1	160	2,819	
Cypress	769	693	717	625	2,804	88	2,893	1	88	2,893	
Katella	671	648	613	589	2,521	160	2,681	-	160	2,681	
Kennedy	537	564	532	496	2,129	89	2,222	4	89	2,222	
Loara	423	448	438	424	1,733	137	1,871	1	137	1,871	
Magnolia	367	403	359	304	1,433	151	1,585	1	151	1,585	
Oxford	203	200	194	183	780	-	780	-	-	780	
Savanna	434	398	420	394	1,646	79	1,727	2	79	1,727	
Western	403	423	385	398	1,609	97	1,706	-	97	1,706	
Total Comprehensive	4,548	4,482	4,281	4,002	17,313	961	18,284	10	961	18,284	
Anaheim Independent Learning Center	-	-	13	154	167	-	167	-	-	167	
Gilbert High School	-	3	245	184	432	109	542	1	109	542	
Katella Satellite Independent Study	10	9	32	15	66	-	66	-	-	66	
Kennedy Satellite Independent Study	10	28	32	18	88	-	88	-	-	88	
Nonpublic School	-	-	-	-	-	27	27	-	27	27	
Polaris High School	7	24	28	33	92	-	92	-	-	92	
Special Education Transition Program	-	-	-	-	-	162	162	-	162	162	
Western Independent Learning Center	-	5	33	68	106	-	106	-	-	106	
Total Alternative Ed	27	40	383	472	922	298	1,250	1	298	1,250	
Hope	-	-	-	-	-	230	230	-	230	230	
Total Senior High Schools	4,575	4,522	4,664	4,474	18,235	1,489	19,764	11	1,489	19,764	

SCHOOL	REGULAR DAY				Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	7th	8th	11th	12th				
Ball	417	464	881	-	881	54	935	
Brookhurst	504	503	1,007	-	1,007	54	1,061	
Dale	473	498	971	2	971	58	1,031	
Lexington	644	664	1,308	4	1,308	37	1,349	
Orangeview	403	404	807	3	807	54	864	
Oxford	241	242	483	-	483	-	483	
South	698	722	1,420	-	1,420	87	1,507	
Sycamore	635	623	1,258	-	1,258	73	1,331	
Walker	522	512	1,034	1	1,034	30	1,065	
Total Comprehensive	4,537	4,632	9,169	10	9,169	447	9,626	
Nonpublic School	-	-	-	-	-	8	8	
Polaris High School	4	23	27	-	27	2	29	
Total Alternative Ed	4	23	27	-	27	10	37	
Total Junior High Schools	4,541	4,655	9,196	10	9,196	457	9,663	

DISTRICT TOTAL 29,427

ANAHEIM UNION HIGH SCHOOL DISTRICT

EXHIBIT MMM

Business Division

2019/20 MONTHLY ENROLLMENT REPORT

**GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 10**

HIGH SCHOOL	Month 9	Month 10	Growth v. (Decline)
Anaheim	2,823	2,819	(4)
Cypress	2,893	2,893	-
Katella	2,683	2,681	(2)
Kennedy	2,224	2,222	(2)
Loara	1,870	1,871	1
Magnolia	1,584	1,585	1
Oxford	780	780	-
Savanna	1,728	1,727	(1)
Western	1,708	1,706	(2)
Total Senior High	18,293	18,284	(9)

JUNIOR HIGH SCHOOL	Month 9	Month 10	Growth v. (Decline)
Ball	936	935	(1)
Brookhurst	1,061	1,061	-
Dale	1,031	1,031	-
Lexington	1,350	1,349	(1)
Orangeview	864	864	-
Oxford	483	483	-
South	1,507	1,507	-
Sycamore	1,332	1,331	(1)
Walker	1,067	1,065	(2)
Total Junior High	9,631	9,626	(5)

Total Comprehensive Schools	27,924	27,910	(14)
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Alternative Education	Month 9	Month 10	Growth v. (Decline)
Anaheim Independent Learning Center	167	167	-
Gilbert High School	543	542	(1)
Hope School	230	230	-
Katella Satellite Independent Study	68	66	(2)
Kennedy Satellite Independent Study	89	88	(1)
Nonpublic School	34	35	1
Polaris High School	130	121	(9)
Special Education Transition Program	163	162	(1)
Western Independent Learning Center	105	106	1
Total Alternative Ed.	1,529	1,517	(12)
District Total	29,453	29,427	(26)

AGREEMENT NUMBER 50023

ANAHEIM UNION HIGH SCHOOL DISTRICT
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2020, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer School-Based Medi-Cal Administrative Activities (SMAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-Based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and

1 potentially eligible individuals, and their families where
2 appropriate, served by the SUPERINTENDENT and participating LEA'S; and

3 WHEREAS, DISTRICT is providing School-Based Medi-Cal
4 Administrative Activities and wishes to participate in the School-
5 Based Medi-Cal Administrative Activities Program.

6 NOW, THEREFORE, the Parties hereby agree as follows:

7 1.0 TERM. The term of this AGREEMENT shall be for a period of one
8 (1) year commencing on July 1, 2020, and ending on June 30, 2021,
9 subject to termination as set forth in this AGREEMENT.

10 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

11 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
12 amended as necessary to comply with all Federal, state
13 and SUPERINTENDENT'S program requirements.

14 b. "Certify" to the STATE:

15 1. The amount of DISTRICT'S general funds or any other
16 funds allowed under Federal law and regulation
17 expended are allowable "Program activities".

18 2. The availability and expenditure of one hundred
19 percent (100%) of the non-Federal cost of performing
20 Program activities.

21 3. That DISTRICT expenditures represent costs that are
22 eligible for Federal financial participation for
23 that fiscal year.

24 c. Act as liaison between STATE and DISTRICT and as mandated
25 by STATE, attend STATE trainings.

- 1 d. As mandated, provide a software platform through a third
2 party vendor, through which the DISTRICT shall utilize
3 the Random Moment Time Survey (RMTS) process. Although
4 the SUPERINTENDENT will make every reasonable effort to
5 facilitate the use of the software platform, the
6 SUPERINTENDENT is not responsible for problems resulting
7 from software platform or system errors.
- 8 e. Represent DISTRICT'S issues, concerns, and questions at
9 scheduled statewide LEC Advisory Committee meetings,
10 STATE meetings, and SMAA Program work groups.
- 11 f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings
12 and trainings and provide STATE approved training
13 materials and updates to DISTRICT.
- 14 g. On behalf of STATE, provide SMAA and RMTS program
15 technical assistance.
- 16 h. Code all RMTS moments and make available to the DISTRICT
17 its RMTS results. Coding is based on the presumption that
18 the responses received from the DISTRICT are accurate and
19 all necessary documentation exists to support it. The LEC
20 shall not be responsible for monitoring, reviewing or
21 verifying documentation for any coded moment.
- 22 i. Review and submit the Random Moment Time Survey (RMTS)
23 quarterly invoices and related supporting documentation
24 to the STATE on behalf of the DISTRICT and convey to the
25 DISTRICT by warrant all funds received on behalf of
DISTRICT from the STATE less any amount due the

1 SUPERINTENDENT as defined in Section 5.0 of this
2 AGREEMENT. No funds will be conveyed to DISTRICT for
3 invoices that have been disallowed by the STATE or any
4 federal agency.

5 j. Work with DISTRICT to resolve any outstanding matters that
6 prevent SUPERINTENDENT'S certification of claim.

7 k. Monitor SMAA and RMTS compliance of DISTRICT with all
8 Federal, STATE, and SUPERINTENDENT'S Program
9 requirements.

10 l. Designate an employee to act as liaison to DISTRICT
11 regarding issues relating to this AGREEMENT.

12 m. Offer the DISTRICT the option of the LEC preparing the
13 RMTS quarterly invoice for a mutually agreed to additional
14 fee (See Appendix "C").

15 n. If necessary, assist the DISTRICT with the calculation of
16 the LEA Medi-Cal Eligibility Rate or "Data Match
17 percentage" from student data submitted by the DISTRICT.

18 o. Provide DISTRICT access to STATE SMAA Appeal Process upon
19 request and appeal DISTRICT decision or action through
20 the STATE SMAA Appeal Process as necessary.

21 3.0 RESPONSIBILITIES OF DISTRICT.

22 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
23 amended as necessary to comply with all Federal, STATE
24 and SUPERINTENDENT'S program requirements.

25 b. Comply fully with all Title XIX Federal, STATE, and
SUPERINTENDENT'S Program requirements.

- 1 c. RMTS software platform may be accessed only by employees
2 of the DISTRICT for RMTS purposes. DISTRICT agrees to
3 comply with the confidentiality and other requirements
4 associated with use of the RMTS software platform.
5 DISTRICT shall be responsible for any unauthorized use
6 and understands that the DISTRICT may be held liable.
- 7 d. Quarterly assess SMAA claiming potential within the
8 DISTRICT and determine which staff perform SMAA activities
9 and what direct charges, if applicable, will be claimed.
10 The DISTRICT will determine which staff participate in
11 the quarterly Random Moment Time Survey (RMTS).
- 12 e. Certify to the SUPERINTENDENT and STATE:
- 13 1. The amount of DISTRICT'S general funds or any other
14 funds allowed under Federal law and regulations expended
15 on the allowable "Program activities".
 - 16 2. The availability and expenditure, from allowable non-
17 Federal funding sources, of one hundred percent (100%)
18 of the cost of performing Program activities.
 - 19 3. Expenditures represent costs that are eligible for
20 Federal financial participation for that fiscal year.
- 21 f. If subcontracting for certain administrative activities,
22 provide SUPERINTENDENT with a copy of the DISTRICT'S
23 contract with vendor. DISTRICT may include vendor's
24 allowable costs on its invoice, to the extent that same
25 tasks are not performed by the SUPERINTENDENT and with

1 the understanding that the total annual vendor fees cannot
2 exceed fifteen percent (15%).

3 g. Ensure that DISTRICT'S designated SMAA Coordinator
4 attends quarterly Region 9 LEC SMAA Coordinators trainings
5 and meetings.

6 h. Adhere to timelines established by the STATE and
7 SUPERINTENDENT for completion of Program documentation
8 (e.g., Program invoices, Random Moment Time Survey (RMTS)
9 Rosters, Coding reports, etc.). Respond in a timely
10 manner to all STATE and SUPERINTENDENT requests for
11 information and documentation.

12 i. Respond to SUPERINTENDENT reviews with information and
13 corrected documents upon request and work with
14 SUPERINTENDENT to resolve any outstanding matters.

15 j. Appeal SUPERINTENDENT'S decision through the STATE SMAA
16 LEA Appeal Process if necessary.

17 k. Complete quarterly Random Moment Time Survey (RMTS), as
18 required by the Centers for Medicare and Medicaid Services
19 (CMS), to determine the amount of paid time spent on
20 Program claimable activities.

21 l. DISTRICT will maintain a minimum response rate of eighty-
22 five percent (85%) of the moments assigned per time study
23 quarter. If DISTRICT is unable to maintain the required
24 response rate, DISTRICT will have sanctions applied
25 according to the School-Based Medi-Cal Administrative
Activities (SMAA) Manual.

1 m. Develop and maintain at the DISTRICT an Audit File to
2 include at a minimum the following:

- 3 • Training materials.
- 4 • Random Moment Time Survey (RMTS) Time Survey
5 Participant (TSP) Roster Reports and other
6 documentation, including validation of time
7 survey participant attendance.
- 8 • Time certification and supporting documentation
9 for direct charge staff.
- 10 • Job Descriptions.
- 11 • Medi-Cal Percentage documentation.
- 12 • Invoice documents and supporting documentation.
- 13 • Contracts/MOU.
- 14 • Organizational Charts.
- 15 • School Calendar.
- 16 • Resource Directories and outreach materials.
- 17 • Program review documentation.

18 n. Prepare and certify School-Based MAA invoices to the LEC
19 in conformance with STATE requirements and timelines
20 providing SUPERINTENDENT with copies of SMAA invoice
21 supporting documentation upon request.

22 o. DISTRICT agrees to maintain and preserve, documentation
23 for a period of not less than five years after termination
24 of Agreement Number 50023 and final payment from
25 Department of Health Care Services (DHCS) to
SUPERINTENDENT, to permit Department of Health Care
Services (DHCS) or any duly authorized representative, to
have access to examine or audit any pertinent books,
documents, papers and records related to this AGREEMENT
and to allow interviews of any employee who might
reasonably have information related to such records.

1 p. If DISTRICT'S AGREEMENT is in excess of Ten thousand
2 dollars (\$10,000.00), DISTRICT shall agree and comply with
3 the following terms and conditions:

4 1. Maintain books, records, documents, and other
5 evidence, accounting procedures and practices,
6 sufficient to properly reflect all direct and
7 indirect costs of whatever nature claimed to
8 have been incurred in the performance of this
9 AGREEMENT, including any matching costs and
10 expenses. The foregoing constitutes "records"
11 for the purpose of this provision.

12 2. DISTRICT'S facility or office or such part
13 thereof as may be engaged in the performance of
14 this AGREEMENT and its records shall be subject
15 at all reasonable times to inspection, audit,
16 and reproduction.

17 3. The Department of Health Care Services (DHCS),
18 the Department of General Services, the Bureau
19 of State Audits, or their designated
20 representatives including the Comptroller
21 General of the United States shall have the
22 right to review and to copy any records and
23 supporting documentation pertaining to the
24 performance of this AGREEMENT. DISTRICT agrees
25 to allow the auditor(s) access to such records
during normal business hours and to allow

1 interviews of any employees who might reasonably
2 have information related to such records.
3 Further, DISTRICT agrees to include a similar
4 right of the STATE to audit records and
5 interview staff related to performance of this
6 AGREEMENT.

7 4. Preserve and make available its records (1) for
8 a period of five (5) years from the date of final
9 payment under this AGREEMENT, and (2) for such
10 longer period, if any, as required by applicable
11 statute, by any other provision of this
12 AGREEMENT, or by subparagraphs (a) or (b) below:

13 (a) If this AGREEMENT is completely or partially
14 terminated, the records relating to the
15 work terminated shall be preserved and
16 made available for a period of five (5)
17 years from the date of resulting final
18 settlement.

19 (b) If any litigation, claim, negotiation,
20 audit, or other action involving the
21 records has been started before the
22 expiration of the five-year period, the
23 records shall be retained until completion
24 of the action and resolution of all issues
25 which arise from it, or until the end of

1 the regular five-year period, whichever is
2 later.

3 5. DISTRICT shall comply with the above
4 requirements and be aware of the penalties for
5 violations of fraud and for obstruction of
6 investigation as set forth in Public Contract
7 Code §10115.10, if applicable.

8 6. DISTRICT, may at its discretion, following
9 receipt of final payment under this AGREEMENT,
10 reduce its accounts, books and records related
11 to this AGREEMENT to microfilm, computer disk,
12 CD ROM, DVD, or their data storage medium. Upon
13 request by an authorized representative to
14 inspect, audit or obtain copies of said records,
15 DISTRICT must supply or make available
16 applicable devices, hardware, and/or software
17 necessary to view, copy and/or print said
18 records. Applicable devices may include, but
19 are not limited to microfilm readers and
20 microfilm printers, etc.

21 q. The STATE, through any authorized representatives, has
22 the right at all reasonable times to inspect or otherwise
23 evaluate the work performed or being performed hereunder
24 and the premises in which it is being performed. If any
25 inspection or evaluation is made of the premises of
DISTRICT, DISTRICT shall provide all reasonable

1 facilities and assistance for the safety and convenience
2 of the authorized representative in the performance of
3 their duties. All inspections and evaluations shall be
4 performed in such a manner as will not unduly delay the
5 work.

6 r. In the event an invoice is revised or is disallowed by
7 the STATE, agree to reimburse SUPERINTENDENT within thirty
8 (30) days of receipt of an invoice from SUPERINTENDENT
9 evidencing SUPERINTENDENT'S payment to the STATE for
10 DISTRICT'S revised or disallowed invoice.

11 s. Ensure no duplicative billings.

12 t. Hold SUPERINTENDENT harmless from any Federal
13 disallowance of SMAA claim payments made to DISTRICT by
14 the STATE.

15 u. Designate an employee to act as a liaison with
16 SUPERINTENDENT to provide DISTRICT specific information
17 relative to SMAA Program administration and fiscal issues.

18 v. If necessary, provide SUPERINTENDET with student data
19 files required for the calculation of the LEA Medi-Cal
20 Eligibility Rate or "Data Match percentage".

21 w. Complete and return with the fully executed AGREEMENT,
22 SUPERINTENDENT'S School-Based Medi-Cal Administrative
23 Activities (SMAA) District Information 2020-2021 form,
24 Appendix "A", the School-Based Medi-Cal Administrative
25 Activities (SMAA) LEC Fee Information 2020-2021 form,
Appendix "C", Certification Regarding Lobbying form,

1 Appendix "D", and Data Use Agreement, Appendix "E",
2 attached hereto and incorporated by reference herein.

3 4.0 DATA USE AGREEMENT. The Parties agrees to secure data and
4 documents that reside in the California Department of Health Care
5 Services (DHCS) Medi-Cal system of records, or with its agents, to
6 ensure the integrity, security, and confidentiality of such data and
7 documents, and to permit only appropriate disclosure and use as may
8 be permitted by law as specified in School-Based Medi-Cal
9 Administrative Activities (SMAA) Agreement for Disclosure and Use of
10 Medi-Cal Data 2020-2021 (DATA USE AGREEMENT), Appendix "E", attached
11 hereto and incorporated by reference herein. The DATA USE AGREEMENT
12 must be signed by the Custodian of Records on behalf of the DISTRICT.

13 5.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
14 DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT
15 and after SUPERINTENDENT has received reimbursement from the STATE for
16 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to
17 DISTRICT by warrant, all funds received on behalf of DISTRICT from the
18 STATE less any amount due the SUPERINTENDENT and STATE as determined
19 in Section 5.0 below. No funds will be conveyed to DISTRICT for
20 invoices that have been revised or disallowed by the STATE or Federal.
21 Payment to DISTRICT shall be made within forty-five (45) days of
22 receipt and reconciliation of STATE funds by SUPERINTENDENT.

23 6.0 FEE SCHEDULE.

- 24 a. RMTS Software Platform Fee. DISTRICT will be responsible
25 for DISTRICT'S share of the RMTS Software Platform Fee,
 which is based on the DISTRICT'S actual cost of utilizing

1 the RMTS Software Platform through a third party
2 administrator selected by the Region 9 LEC for the Random
3 Moment Time Survey. SUPERINTENDENT will bill DISTRICT for
4 DISTRICT'S share of the software platform fees as
5 described in the School-Based Medi-Cal Administrative
6 Activities (SMAA) RMTS Fee Information 2020-2021 form,
7 Appendix "B", attached hereto and incorporated by
8 reference herein.

9 b. SUPERINTENDENT'S LEC Fees.

- 10 1. After SUPERINTENDENT has received reimbursement
11 from the STATE for DISTRICT'S quarterly SMAA
12 claim(s), SUPERINTENDENT will transfer to
13 DISTRICT an amount equal to the Federal share
14 of cost received as reimbursement for DISTRICT'S
15 SMAA claim submitted by DISTRICT, less four and
16 one-half percent (4.5%) fee per quarterly claim
17 which will be used to support SUPERINTENDENT'S
18 SMAA administration. The four and one-half
19 percent (4.5%) fee may be amended as necessary
20 to support compliance with all Federal, STATE
21 and SUPERINTENDENT'S program requirements. LEC
22 fee will include DISTRICT'S share of the STATE
23 Participation Fee, which is based on the STATE'S
24 cost for administering the SMAA claiming
25 process.

1 2. Optional Services. If the DISTRICT selects the
2 option of having the LEC prepare the RMTS
3 quarterly invoice, an additional two percent
4 (2.0%) will be added to the LEC Fee percentage
5 mentioned in 5.b.1 above, but billed separately.
6 SUPERINTENDENT will provide Optional Services
7 upon written request of DISTRICT (See Appendix
8 "C").

9 c. The obligations of SUPERINTENDENT and DISTRICT under this
10 AGREEMENT are contingent upon the availability of funds
11 furnished by the United States Government and the State
12 of California. In the event that such funding is
13 terminated or reduced, this AGREEMENT may be terminated,
14 and SUPERINTENDENT'S and DISTRICT'S fiscal obligations
15 hereunder shall be limited to a pro-rated amount of
16 funding actually received by the SUPERINTENDENT and
17 DISTRICT from the United States Government and the State
18 of California under this AGREEMENT. SUPERINTENDENT shall
19 provide DISTRICT written notification of such
20 termination. Notice shall be deemed given when received
21 by the DISTRICT or no later than three (3) days after the
22 day of mailing, whichever is sooner.

23 7.0 FEDERAL CLAIMING.

24 a. TITLE 31 - Money and Finance, Subtitle V - General
25 Assistance Administration, Chapter 75 - Requirements for
 Single Audits, Section 7502 requires each pass through

1 entity provide the sub-recipient program names and any
2 identifying numbers from which such assistance is derived.
3 The Catalog of Federal Domestic Assistance (CFDA) number
4 for this Federal program is 93.778, Medical Assistance
5 Program (Medi-Cal).

- 6 b. A "Vendor" means a dealer, distributor, merchant, or other
7 seller providing goods or services that are required for
8 the conduct of a Federal program. These goods or services
9 may be for an organization's own use or for the use of
10 beneficiaries of the Federal program. Additional guidance
11 on distinguishing between a sub-recipient and a vendor is
12 provided in OMB Circular A-133.

13 8.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
14 this AGREEMENT, shall be and act as an independent contractor.
15 SUPERINTENDENT understands and agrees that he/she and all of his/her
16 employees shall not be considered officers, employees or agents of the
17 DISTRICT, and are not entitled to benefits of any kind or nature
18 normally provided employees of the DISTRICT and/or to which DISTRICT'S
19 employees are normally entitled, including, but not limited to, State
20 Unemployment Compensation or Workers' Compensation. SUPERINTENDENT
21 assumes full responsibility for the acts and/or omissions of his/her
22 employees or agents as they relate to the services to be provided
23 under this AGREEMENT. SUPERINTENDENT shall assume full responsibility
24 for payment of all Federal, STATE and local taxes or contributions,
25 including unemployment insurance, social security and income taxes
with respect to SUPERINTENDENT'S employees.

1 9.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans,
2 and related instructional materials developed by SUPERINTENDENT or
3 DISTRICT under this AGREEMENT shall become the exclusive property of
4 the Department of Health Care Services. The Department of Health Care
5 Services shall have all right, title and interest in said matters,
6 including the right to secure and maintain the copyright, trademark
7 and/or patent all forms and related instructional materials developed
8 under this AGREEMENT.

9 10.0 HOLD HARMLESS.

10 a. SUPERINTENDENT hereby agrees to indemnify, defend, and
11 hold harmless DISTRICT, its Governing Board, and its
12 officers, agents, and employees from liability and claims
13 of liability for bodily injury, personal injury, sickness,
14 disease, or death of any person or persons, or damage to
15 any property, real, personal, tangible or intangible,
16 arising out of the negligent acts or omissions of
17 employees, agents or officers of SUPERINTENDENT or the
18 Orange County Board of Education during the term of this
19 AGREEMENT.

20 b. DISTRICT hereby agrees to indemnify, defend, and hold
21 harmless SUPERINTENDENT, the Orange County Board of
22 Education, and its officers, agents, and employees from
23 liability and claims of liability for bodily injury,
24 personal injury, sickness, disease, or death of any person
25 or persons, or damage to any property, real, personal,
tangible or intangible, arising out of the negligent acts

1 or omissions of employees, agents or officers of DISTRICT
2 during the term of this AGREEMENT.

3 11.0 CONFIDENTIALITY.

4 a. SUPERINTENDENT and DISTRICT shall maintain
5 confidentiality of their respective records and
6 information, governing the confidentiality of client or
7 student information for Medi-Cal clients served under this
8 AGREEMENT. Applicable laws include, but are not limited
9 to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300,
10 Welfare and Institutions Code, Section 14100.2 and 22
11 California Code of Regulations Section 51009 and all
12 applicable Federal and/or STATE laws or regulations as
13 each may now exist or be hereafter amended. The
14 confidentiality obligations contained in this section
15 shall survive termination of this AGREEMENT.

16 b. DISTRICT understands and agrees to take all reasonable
17 steps to avoid unauthorized disclosure of any of
18 SUPERINTENDENT'S agents' proprietary data provided for
19 purposes of this AGREEMENT hereinafter defined as data
20 file specifications, related instructions, management
21 reports, training materials, plans or other information
22 relating to the performance of SUPERINTENDENT'S agents
23 services hereunder, disclosed by SUPERINTENDENT to
24 DISTRICT pursuant to this AGREEMENT. DISTRICT shall not
25 during or after the term of this AGREEMENT, permit the
copying, duplication, or use of any of SUPERINTENDENT'S

1 agents' proprietary data by or to any person other than
2 authorized employees, agents or representatives of
3 DISTRICT.

4 12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
5 to assure that the information supplied to SUPERINTENDENT hereunder
6 shall be true, complete, and accurate in all respects. DISTRICT shall
7 assume sole responsibility for the truth, completeness and accuracy
8 of all information supplied to SUPERINTENDENT and agrees that
9 SUPERINTENDENT shall have no responsibility or liability for the
10 truth, completeness or accuracy of any information submitted by
11 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify
12 SMAA invoice(s) that do not comply with STATE and Federal SMAA
13 requirements.

14 13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for
15 damages or losses to DISTRICT employees, agents, independent
16 contractors or students relating to lost medical services or lost data
17 under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums
18 DISTRICT does not obtain in reimbursement from the STATE, or for any
19 incidental, indirect, special or consequential damages to DISTRICT
20 arising from the denial of any request for reimbursement from the
21 STATE.

22 14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
23 AGREEMENT shall not be assigned by the DISTRICT without prior written
24 approval of SUPERINTENDENT.

25 15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
must meet the approval of the DISTRICT and shall be subject to the

1 DISTRICT'S general right of inspection to secure the satisfactory
2 completion thereof. SUPERINTENDENT and DISTRICT agree to comply with
3 all Federal, STATE and local laws, rules, regulations and ordinances
4 that are now or may in the future become applicable to SUPERINTENDENT
5 or DISTRICT'S, equipment and personnel engaged in operations covered
6 by this AGREEMENT or accruing out of the performance of such
7 operations.

8 16.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT
9 shall complete and return with the fully executed AGREEMENT the
10 Certification Regarding Lobbying form, Appendix "D", attached hereto
11 and incorporated by reference herein, that the DISTRICT has not made,
12 and will not make, any payment prohibited by Item 1 of the
13 Certification Regarding Lobbying form.

14 17.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this
15 AGREEMENT, DISTRICT certifies to the best of its knowledge and belief,
16 that it:

- 17 a. Is not presently debarred, suspended, proposed for
18 debarment, declared ineligible, or voluntarily excluded
19 by any federal department or agency;
- 20 b. Has not within a three-year period preceding this
21 AGREEMENT been convicted of or had a civil judgement
22 rendered against them for commission of fraud or a
23 criminal offense in connection with obtaining, attempting
24 to obtain, or performing a public (Federal, STATE or
25 local) transaction or contract under a public transaction;
violation of Federal or STATE antitrust statutes or

1 commission of embezzlement, theft, forgery, bribery,
2 falsification or destruction of records, making false
3 statements, or receiving stolen property.

4 c. Is not presently indicted for or otherwise criminally or
5 civilly charged by a government entity (Federal, STATE or
6 local) with commission of any of the offenses enumerated
7 in Section 16.0(b) herein; and

8 d. Has not within a three-year period preceding this
9 AGREEMENT had one or more public transactions (Federal,
10 STATE or local) terminated for cause or default.

11 e. The terms and definitions herein have the meanings set
12 out in the Definitions and Coverage sections of the rules
13 implementing Federal Executive Order 12549.

14 f. If DISTRICT is unable to certify to any of the statements
15 in this certification, DISTRICT shall submit an
16 explanation to SUPERINTENDENT.

17 g. If DISTRICT knowingly violates this certification, in
18 addition to other remedies available to the Federal
19 Government, the Department of Health Care Services (DHCS)
20 may terminate this AGREEMENT for cause or default.

21 18.0 HIPAA. DISTRICT agrees to inform all students and faculty of the
22 importance of complying with all relevant State and Federal
23 confidentiality laws, including the Health Insurance Portability and
24 Accountability Act of 1996 (HIPAA) to the extent applicable. In
25 addition, DISTRICT agrees to provide students and faculty with training
in the requirements of the privacy and security provisions of HIPAA

1 and to advise them of the importance of complying with Facility's
2 policies and procedures relative to HIPAA.

3 19.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
4 SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ
5 any unlawful discriminatory practices in employment of personnel or in
6 any other respect on the basis of sex, race, color, ethnicity, national
7 origin, ancestry, religion, age, marital status, medical condition,
8 sexual orientation, physical or mental disability or any other
9 protected group in accordance with the requirements of all applicable
10 Federal or STATE law.

11 20.0 TOBACCO USE POLICY. In the interest of public health,
12 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use
13 of any tobacco products are prohibited in buildings and vehicles, and
14 on any property owned, leased or contracted for by the SUPERINTENDENT
15 pursuant to SUPERINTENDENT' Policy 400.15. Failure to abide with
16 conditions of this policy could result in the termination of this
17 AGREEMENT.

18 21.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
19 or without cause, terminate this AGREEMENT with the giving of thirty
20 (30) days prior written notice to the other party. However, once
21 SUPERINTENDENT has submitted a RMTS Roster Report to the Department
22 of Health Care Services (DHCS), according to the School-Based Medi-
23 Cal Administrative Activities (SMAA) Manual, DISTRICT may not
24 terminate until the next quarter survey period.

25 22.0 NOTICE. All notices or demands to be given under this AGREEMENT
by either party to the other shall be in writing and given either by:

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

9 DISTRICT: Anaheim Union High School District
 501 North Crescent Way
10 Anaheim, California 92801
 Attn: _____

11 SUPERINTENDENT: Orange County Superintendent of Schools
12 200 Kalmus Drive
 Costa Mesa, California 92626
13 Attn: Patricia McCaughey

14 23.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
15 redress for violation of, or to insist upon, the strict performance
16 of any term or condition of this AGREEMENT shall not be deemed a waiver
17 by that party of such term or condition, or prevent a subsequent
18 similar act from again constituting a violation of such term or
19 condition.

20 24.0 SEVERABILITY. If any term, condition or provision of this
21 AGREEMENT is held by a court of competent jurisdiction to be invalid,
22 void, or unenforceable, the remaining provisions will nevertheless
23 continue in full force and effect, and shall not be affected, impaired
24 or invalidated in any way.
25

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

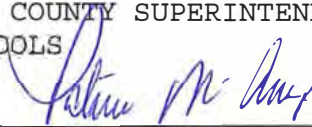
26.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: ANAHEIM UNION
HIGH SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINTED NAME: Dr. Jaron Fried

PRINTED NAME: Patricia McCaughey

TITLE: Assistant Superintendent, Ed. Division

TITLE: Administrator

DATE: 6/19/20

DATE: March 11, 2020

FEDERAL IDENTIFICATION NUMBER

AUHSD (50023) - SMAA Agreement 2020-2021
ZIP4



**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2020-2021**

1 DISTRICT/SCHOOL

District/School Name County

Claiming Unit
If different than name above.

2 DISTRICT SMAA COORDINATOR

Name District Job Title

Street Address City, State, Zip

Mailing Address (if different than street address) City, State, Zip

Phone (please include extension) Fax Email

Check the box for this person to: have access to the RMTS system
 receive RMTS late notifications

3 SUPERVISOR OF DISTRICT SMAA COORDINATOR

Name District Job Title

Phone (please include extension) Fax Email

Check the box for this person to: be included in all program communications
 have access to the RMTS system
 receive RMTS late notifications

4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)

Name District Job Title

Phone (please include extension) Fax Email

Check the box for this person to: be included in all program communications
 have access to the RMTS system
 receive RMTS late notifications

ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)

Name *District Job Title*

Phone (please include extension) *Fax* *Email*

Check the box for this person to: be included in all program communications
 have access to the RMTS system
 receive RMTS late notifications

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Name *District Job Title*

Phone (please include extension) *Fax* *Email*

Check the box for this person to: be included in all program communications
 have access to the RMTS system

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

Company Name

Contact *Contact Job Title*

Mailing Address *City, State, Zip*

Phone *Fax* *Email*

PRINTED NAME OF PERSON FILLING OUT FORM

JOB CLASSIFICATION TITLE

DATE

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
RMTS FEE INFORMATION
2020-2021**

RMTS Software Platform Fee

DISTRICT will be responsible for DISTRICT'S share of the RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). RMTS Software Platform Fees are structured on a quarterly Time Survey Participant (TSP) rate based on the actual count of TSPs by district in the PCG RMTS system at the time of sample generation prior to the start of each fiscal quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for FY quarter 1, the July-September quarter, these charges will be half the rate of the quarterly fee and based on the district's prior quarter participant count.

FY Quarter	Quarterly Participant Rate
FY Q1: July - September	\$0.67/participant/quarter
FY Q2: October – December	\$1.34/ participant/quarter
FY Q3: January – March	\$1.34/ participant/quarter
FY Q4: April – June	\$1.34/ participant/quarter

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
LEC FEE INFORMATION
2020-2021**

SUPERINTENDENT'S LEC Fee for Administrative Support

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. In addition, if needed, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage."

SUPERINTENDENT'S OPTIONAL SERVICES Fee

The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT so that the DISTRICT may submit the optional service costs for claim reimbursement based on actual costs paid.

SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service		Effective Date
<input type="checkbox"/> YES	<input type="checkbox"/> NO	July 1, 2020 – June 30, 2021

District Name

Name (Type/Print)

Date

Signature

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: _____

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA
2020-2021**

DISTRICT and SUPERINTENDENT agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

DISTRICT and SUPERINTENDENT mutually agree that the following named individual is designated as “Custodian of the Files” on behalf of the DISTRICT and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The DISTRICT agrees to notify SUPERINTENDENT of any change to the custodianship information. DISTRICT and SUPERINTENDENT mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

DISTRICT and SUPERINTENDENT mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. DISTRICT agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. DISTRICT agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

DISTRICT agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in

HIPAA, the HITECH Act, and the HIPAA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. DISTRICT also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the DISTRICT.

DISTRICT acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162 and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. DISTRICT further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that DISTRICT, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of DISTRICT, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Name and Title of Custodian of Files

District Name

District Address

Custodian's Phone Number / Email Address

Custodian's Signature

Date

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-79049
 Client: Anaheim Union High School District
 Address: 501 N Crescent Way
 Anaheim, CA 92801

AVID Center Representative: Ala Rudziankova
 Phone: (858) 654-5084
 Email: arudziankova@avid.org

Effective Date: July 01, 2020

Expiration Date: June 30, 2021

Anaheim High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$3,809.00
1	AVID Weekly Secondary	\$595.00	\$545.00
Anaheim High School SUBTOTAL:			\$4,354.00

Ball Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$3,809.00
1	AVID Weekly Secondary	\$595.00	\$545.00
Ball Junior High School SUBTOTAL:			\$4,354.00

Brookhurst Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$3,809.00
1	AVID Weekly Secondary	\$595.00	\$545.00
Brookhurst Junior High School SUBTOTAL:			\$4,354.00

Dale Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$3,809.00
1	AVID Weekly Secondary	\$595.00	\$545.00

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Dale Junior High School SUBTOTAL:	\$4,354.00
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Katella High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$3,809.00
1	AVID Weekly Secondary	\$595.00	\$545.00
Katella High School SUBTOTAL:			\$4,354.00

Loara High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$3,809.00
1	AVID Weekly Secondary	\$595.00	\$545.00
Loara High School SUBTOTAL:			\$4,354.00

Magnolia High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$3,809.00
1	AVID Weekly Secondary	\$595.00	\$545.00
Magnolia High School SUBTOTAL:			\$4,354.00

Orangeview Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$3,809.00
1	AVID Weekly Secondary	\$595.00	\$545.00
Orangeview Junior High School SUBTOTAL:			\$4,354.00

Oxford Academy			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$3,809.00
1	AVID Weekly Secondary	\$595.00	\$545.00
Oxford Academy SUBTOTAL:			\$4,354.00

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Savanna High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$3,809.00
1	AVID Weekly Secondary	\$595.00	\$545.00
Savanna High School SUBTOTAL:			\$4,354.00

South Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$3,809.00
1	AVID Weekly Secondary	\$595.00	\$545.00
South Junior High School SUBTOTAL:			\$4,354.00

Sycamore Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$3,809.00
1	AVID Weekly Secondary	\$595.00	\$545.00
Sycamore Junior High School SUBTOTAL:			\$4,354.00

Western High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$3,809.00
1	AVID Weekly Secondary	\$595.00	\$545.00
Western High School SUBTOTAL:			\$4,354.00

TOTAL: \$56,602.00

plus all applicable taxes

This AVID Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "AVID Agreement"), constitutes a binding agreement between AVID Center and the "Client" identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed

by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

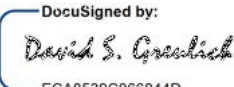
Additional Comments:

N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation
501(c)(3)

Anaheim Union High School District

Signature: 
Print Name: David S. Greulich

Signature: _____
Print Name: Dr. Jaron Fried
Email Address: fried_ja@auhsd.us

Title: Controller

Title: Assistant Superintendent, Ed. Division

Date: 6/5/2020 | 8:44 AM PDT

Date: 6/19/20

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit "A"**AVID Center General Terms and Conditions**

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at <https://www.avid.org/Page/3290>. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. **Term.** The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.**3.1. AVID Products and Services.**

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license,

without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

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(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark][®] or [AVID Trademark][™]. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client's Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4. Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site's breach of such obligations.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID

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Center in seeking a protective order or contesting such required disclosure.

Article V. Compensation.

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

Article VI. Representations and Warranties; Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VII. Limitation of Liability.

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND

CLIENT SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF AVID CENTER'S INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article VIII. Termination.

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

Article IX. General Provisions

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under California law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of San Diego, California shall have the exclusive

EXHIBIT 000

jurisdiction over all disputes and causes of action relating to this Agreement.

9.4. Dispute Resolution.

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation conducted by JAMS, Inc. ("JAMS") in San Diego, California. The requesting party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(b) If the Dispute is not resolved within sixty (60) days following the request for mediation, the Dispute shall be resolved by final and binding arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "Rules"), except as modified by this Agreement. The arbitration will be conducted by one arbitrator approved by both parties; provided, however, if the parties fail to approve the arbitrator within ten (10) days after the written demand for arbitration, then either party to the dispute may request that JAMS select the arbitrator in accordance with the Rules. The final decision of the arbitrator shall include the dollar amount of the award to such party, if any, and the findings of fact and conclusions of law on which it is based shall be furnished to the parties in writing and shall be binding upon the parties. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

9.5. Attorneys' Fees. The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys' fees.

9.6. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.7. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.8. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.9. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.10. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.11. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center's prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.12. Amendment. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.13. Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.14. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

AVID Center

Products and Services Quote/Order



Quote/Order #: Q-79058
 Client: Anaheim Union High School District
 Address: 501 N Crescent Way
 Anaheim, CA 92801

AVID Center Representative: Hayley Steele
 Phone: (858) 633-0081
 Email: hsteele@avid.org

Effective Date: July 01, 2020

Expiration Date: June 30, 2021

Ball Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$995.00	\$995.00
Ball Junior High School SUBTOTAL:			\$995.00

Brookhurst Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$995.00	\$995.00
Brookhurst Junior High School SUBTOTAL:			\$995.00

Dale Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$995.00	\$995.00
Dale Junior High School SUBTOTAL:			\$995.00

Orangeview Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$995.00	\$995.00
Orangeview Junior High School SUBTOTAL:			\$995.00

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South Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$995.00	\$995.00
South Junior High School SUBTOTAL:			\$995.00

Sycamore Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$995.00	\$995.00
Sycamore Junior High School SUBTOTAL:			\$995.00

TOTAL: \$5,970.00

plus all applicable taxes

This AVID Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "AVID Agreement"), constitutes a binding agreement between AVID Center and the "Client" identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

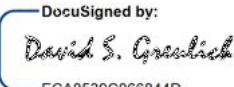
Additional Comments:

N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation
501(c)(3)

Anaheim Union High School District

Signature: 
Print Name: David S. Greulich

Signature: _____
Print Name: Dr. Jaron Fried

Email Address: fried_ja@auhsd.us

Title: Controller

Title: Assistant Superintendent, Ed. Division

Date: 6/5/2020 | 8:45 AM PDT

Date: 6/19/20

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit "A"

AVID Center General Terms and Conditions

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at <https://www.avid.org/Page/3290>. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. Term. The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.

3.1. AVID Products and Services.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license,

without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

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(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark][®] or [AVID Trademark][™]. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client's Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4. Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site's breach of such obligations.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID

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Center in seeking a protective order or contesting such required disclosure.

Article V. Compensation.

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

Article VI. Representations and Warranties; Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VII. Limitation of Liability.

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND

CLIENT SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF AVID CENTER'S INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article VIII. Termination.

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

Article IX. General Provisions

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

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EXHIBIT PPP

jurisdiction over all disputes and causes of action relating to this Agreement.

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(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation conducted by JAMS, Inc. ("JAMS") in San Diego, California. The requesting party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(b) If the Dispute is not resolved within sixty (60) days following the request for mediation, the Dispute shall be resolved by final and binding arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "Rules"), except as modified by this Agreement. The arbitration will be conducted by one arbitrator approved by both parties; provided, however, if the parties fail to approve the arbitrator within ten (10) days after the written demand for arbitration, then either party to the dispute may request that JAMS select the arbitrator in accordance with the Rules. The final decision of the arbitrator shall include the dollar amount of the award to such party, if any, and the findings of fact and conclusions of law on which it is based shall be furnished to the parties in writing and shall be binding upon the parties. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

9.5. Attorneys' Fees. The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys' fees.

9.6. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.7. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

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9.9. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.10. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.11. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center's prior written consent and any purported assignment in the absence of such consent shall be null and void.

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9.14. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.



ORANGE COUNTY UNITED WAY
FACE 2024 | Community Impact
Grant Agreement | Grant Year 2019 - 2020

GRANTEE ORGANIZATION NAME: Anaheim Union High School District

GRANTEE ADDRESS: 501 N. Crescent Way Anaheim, CA 92801

PROJECT DIRECTOR: Carlos Hernandez, Director of Curriculum and Instruction

CONTACT INFORMATION: (714) 999-3576 hernandez_c@auhsd.us

START DATE: September 1, 2019

END DATE: December 31, 2020

This document is to serve as a grant agreement between **Anaheim Union High School District** (grantee) and Orange County United Way (GRANTOR).

GRANT TITLE AND PURPOSE: DG - Middle Schools

Unless otherwise stated in this Agreement, the Grant Funds will be used specifically as described in Grantee's application/scope of work/program outline and proposed budget (together, the "Application"), which can be located in the Grants e-Management System ("e-CImpact") and in this grant agreement (Attachment A). To the extent that the terms of this Agreement conflict with the terms of the Application, the terms of this Agreement will prevail.

GRANT AMOUNT ("Grant Funds"): \$30,400.00

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GRANTOR may require Grantee to deplete the current installment of Grant Funds prior to receiving payment of the next installment of Grant Funds. In addition, GRANTOR may withhold the next installment of Grant Funds if the report does not contain all the required information or Grantee has not demonstrated sufficient progress on Project objectives, as determined by GRANTOR in its sole discretion. Within 45 days after the expiration or early termination of this Agreement, Grantee will remit to GRANTOR all unspent funds.

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ground travel to the Program, moderate hotel (room and taxes only), and meals (alcoholic beverages excluded).

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REPORTING REQUIREMENTS: Progress Report(s), to include progress updates, demographic, financial reporting, and stories of impact due Quarterly on Q1 & Q2 due 3/16/20; Q3: 9/15/20; and Q4: 1/31/21.

The above reports will not be treated as confidential and may be reviewed and evaluated by third parties. GRANTOR will not be responsible for any damages resulting from the disclosure of the reports to third parties. Further, GRANTOR may share Grant information, including the reports, with donors or with members of the general public.

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to the general public and new media, GRANTOR is authorized to use the Grantee's name and logo in a fair and accurate manner (and Grantee will cause any and all Collaborating Organizations to grant GRANTOR authorization to use their respective names and logos for the same purposes). Nothing in this Agreement grants any further rights to the Grantee name and logo.

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FINANCIAL REVIEW AND AUDIT: Grantee's Financial Statements will be reviewed by GRANTOR's Financial Review Committee (FRC).

Grantee agrees to submit required financial statements/documents (listed below) to GRANTOR **no later than SIX (6) months after** grantee's fiscal year end, unless grantee has requested and been approved for a one-time 30 day extension. All financial statements must be prepared on an accrual basis according to the Generally Accepted Accounting Principles (GAAP) of the American Institute of Certified Public

Accountants (AICPA) for non-profit agencies. Financial statement requirements are based on grantee total revenue as follows:

AGENCY Revenue of \$300,000 and above must submit:

- Board approved independent Financial Audit
- Corresponding management letter – AU-C 265 (regardless of whether or not any material weaknesses are found)

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Grantee's failure to provide required statements can lead to termination of the funded partnership.

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GRANTOR maintains the right to revise and update policies at will. GRANTOR will advise grantee of any significant policy changes in writing.

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2. Financial concerns that cause grantee to receive a score of 30 or less on annual Financial Reviews or Audits.
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4. Failure to adhere to established reporting deadlines.
5. Submitting incomplete and/or inadequate progress reports.
6. Failure to meet GRANTOR Certification Criteria on an annual basis.
7. Breach of local, State and/or Federal laws.

MERGERS AND ACQUISITIONS: GRANTOR will support grantee in mergers and/or acquisitions that demonstrate relevance to GRANTOR's funding priorities at the time of

merger and/or acquisition. We ask that grantee notify GRANTOR, in writing, of the *intended* merger and/or acquisition three-months (90 days) *prior to* the completion of the merger and/or acquisition, notification to include the following:

- Impact on grantee program(s) funded by GRANTOR.
- Key program elements to be eliminated as a result of the merger and/or acquisition.
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After the merger and/or acquisition are complete, the entity assuming legal and fiscal responsibility of GRANTOR funding shall provide GRANTOR with the following information in writing:

- Official date of merger and/or acquisition.
- Date change is to be effective (if different than the date of the merger and/or acquisition).
- Proof of State approval of the new legal entity.
- Letter from the Attorney General that recognizes the dissolution of the acquired grantee.
- Updated roster of the Board of Directors.
- Other information, as requested.

NOTICES: Any notice will be in writing and personally delivered, sent by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified below (unless otherwise notified in writing by a party):

If to Orange County United Way: **18012 Mitchell South, Irvine, CA 92614**

If to Grantee: At the address on Page 1 of this Agreement of this Agreement or to Fiscal Sponsor: Anaheim Union High School District 501 N. Crescent Way Anaheim, CA 92801

TERMINATION OF FUNDING: GRANTOR or Grantee receiving GRANTOR FACE 2024 grant funds may terminate the funding relationship upon prior 30-day written notice to the other party.

A letter of intent to terminate the funding relationship shall be submitted to GRANTOR by grantee Board President (or appropriate leadership) 30-days prior to the requested termination date. Upon receipt of request for termination of funding, GRANTOR will hold any and all pending grant allocations until final approval is given by GRANTOR's CIC/BOD. When the request for termination of funding is approved by GRANTOR's CIC/BOD, grantee will be notified in writing of this decision.

GRANTOR reserves the right to terminate the funding partnership for just cause(s), including but not limited to, when grantee:

- Fails to meet the funding requirements and expectations as outlined in the grant agreement and other fund distribution policies and procedures
- Ceases operations or the program funded is no longer in operation
- Has not been able to successfully resolve identified concerns resulting in an agency being placed in the Monitoring and Support Program
- Breaches local/City, State, or Federal law(s)
- Experiences significant changes to a program that affects the scope of work, program design, quality of services provided or outcome measurement plan
- Uses funding for a program or other matters, not approved by GRANTOR

This Agreement will be null and void if not executed by both parties within 45 days after Agreement becomes available for execution through e-CImpact/AdobeSign, or email.

By executing this Agreement, Grantee agrees to be bound by the terms and conditions outlined in this Agreement and incorporated herein. The signers below warrant that they have full power and authority to sign for and bind their respective organizations.

BY Anaheim Union High School District:

(Signer must have legal authority to sign on behalf of the entity stated above)

Sign: _____ Date: 6/19/20

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

If Fiscal Sponsor is applicable, please sign below:

(Signer must have legal authority to sign on behalf of the entity stated above)

Sign: _____ Date: _____

Print Name: _____ Title: _____

BY ORANGE COUNTY UNITED WAY:

Susan B Parks
Susan B Parks (Apr 23, 2020)

Apr 23, 2020

Susan B. Parks | Chief Executive Officer

Date

Emilee Tello
Emilee Tello (Apr 23, 2020)

Apr 23, 2020

Emilee Tello | Chief Financial Officer

Date

Attachment A

Anaheim Union High School District - DG - Middle Schools

Scope of Work (SOW) / Work Plan

September 1, 2019 to December 31, 2020

Target Population: EDUCATION: Destination Graduation

Goal: X# 8th Grade Students in the funded program (AVID) have advanced to High School on time by the end of the school year

Objective	Activities	Timeline	Tasks
# tutor hours provided to middle school students	Students will participate in tutorials twice a week in the AVID classes to support their progress in their core classes. Teachers will attend AVID professional learning to learn best practices to support their students achieve success in their classes and implement the program requirements with fidelity which includes an emphasis in: writing, inquiry, collaboration, organization skills, and reading. Additionally, AVID Coordinators will hire quality college tutors to serve as role models and to support students in the tutorial process.	10/1/2019 to 9/30/2020	Teachers will meet with students biweekly to make sure they are on track to successfully completing their coursework. Reports will be generated at each grading period to monitor students grades.
X# middle school students achieved a C or better in the AVID elective	Students will participate in tutorials twice a week in the AVID classes to support their progress in their core classes. Teachers will attend AVID professional learning to learn best practices to support their students achieve success in their classes and implement the program requirements with fidelity which includes an emphasis in: writing, inquiry, collaboration, organization skills, and reading. Additionally, AVID Coordinators will hire quality college tutors to serve as role models and to support students in the tutorial process.	10/1/2019 to 9/30/2020	Teachers will meet with students biweekly to make sure they are on track to successfully completing their coursework. Reports will be generated at each grading period to monitor students grades.

Target Population: EDUCATION: Destination Graduation

Goal: X# Middle School Students in the funded program (AVID) have advanced to the next grade level by the end of the school year

Objective	Activities	Timeline	Tasks
# middle school students participated in on-site project based learning (Discovery Cube)	Teachers will attend AVID professional learning to learn best practices to support their students achieve success in their classes and implement the program requirements with fidelity which includes an emphasis in: writing, inquiry, collaboration, organization skills, and reading. Additionally, AVID Coordinators will hire quality college tutors to serve as role models and to support students in the tutorial process.	10/1/2019 to 9/30/2020	Teachers will meet with students biweekly to make sure they are on track to successfully completing their coursework. Reports will be generated at each grading period to monitor students' grades.
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Approved Program Expenditures

Award Amount (New or Renewal)

Line Item	Approved
Award Amount	\$30,400.00

Detailed Program Budget Summary

Line Item	Approved
Salaries and Fringe	\$20,000.00
Consultant Costs	
Supplies for Program ONLY	\$0.00
Travel or Transportation	
Subcontracts	
Direct Client Care or Patient Care Costs	\$0.00
Other Costs	\$10,400.00
Indirect Costs (not to exceed 10% of direct costs)	
Total	\$30,400.00



ORANGE COUNTY UNITED WAY
FACE 2024 | Community Impact
Grant Agreement | Grant Year 2019 - 2020

GRANTEE ORGANIZATION NAME: Anaheim Union High School District

GRANTEE ADDRESS: 501 N. Crescent Way Anaheim, CA 92801

PROJECT DIRECTOR: Carlos Hernandez, Director of Curriculum and Instruction

CONTACT INFORMATION: (714) 999-3576 hernandez_c@auhsd.us

START DATE: September 1, 2019

END DATE: December 31, 2020

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BY Anaheim Union High School District:

(Signer must have legal authority to sign on behalf of the entity stated above)

Sign: _____ Date: 6/19/20

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

If Fiscal Sponsor is applicable, please sign below:

(Signer must have legal authority to sign on behalf of the entity stated above)

Sign: _____ Date: _____

Print Name: _____ Title: _____

BY ORANGE COUNTY UNITED WAY:

Susan B Parks
Susan B Parks (Apr 23, 2020)

Apr 23, 2020

Susan B. Parks | Chief Executive Officer

Date

Emilee Tello
Emilee Tello (Apr 23, 2020)

Apr 23, 2020

Emilee Tello | Chief Financial Officer

Date

Attachment A

Anaheim Union High School District - DG - High Schools

Scope of Work (SOW) / Work Plan

September 1, 2019 to December 31, 2020

Target Population: EDUCATION: Destination Graduation

Goal: X# high school students in the funded program (AVID) have advanced to the next grade level by the end of the school year

Objective	Activities	Timeline	Tasks
# tutor hours provided to high school students	- Students will enroll in courses that allows them to meet college admission requirements. - Students will participate in extracurricular activities. - Teachers will review students 4-year plans to ensure they are enrolling in the appropriate courses to meet A-G college admission requirements. - Students will complete regular grade checks to monitor progress in their courses.	9/1/2019 to 8/31/2020	The AVID Site Team, consisting of the AVID teachers, coordinator, counselor, administrator, and other content are teachers, will meet routinely to ensure students are on track for graduation.
X# high school students achieved a C or better in the AVID elective	- Students will enroll in courses that allows them to meet college admission requirements. - Students will participate in extracurricular activities. - Teachers will review students 4-year plans to ensure they are enrolling in the appropriate courses to meet A-G college admission requirements. - Students will complete regular grade checks to monitor progress in their courses.	9/1/2019 to 8/31/2020	The AVID Site Team, consisting of the AVID teachers, coordinator, counselor, administrator, and other content are teachers, will meet routinely to ensure students are on track for graduation.

Target Population: EDUCATION: Destination Graduation

Goal: X# high school students in the funded program (AVID) have advanced to the next grade level by the end of the school year

EXHIBIT RRR

Objective	Activities	Timeline	Tasks
# tutor hours provided to high school students	- Students will receive AVID tutoring in math, science, and/or reading as well as other student support services to enhance their learning. - Assess students' grade level proficiency after each semester/trimester. - Teachers will review students' 4-year plans annually to ensure appropriate placement. - Students will complete regular grade checks to determine course in which they are struggling in and engage in the tutorial process to get the support they need.	9/1/2019 to 8/31/2020	The site AVID Coordinator will complete the AVID Data collection process at the end of the first semester to monitor progress. Additionally, the Coordinator will work with the AVID Site Team to complete the Initial Self Study to review elements of the program that are going well and identify areas for growth. At the end of the school year, the Site Team will submit a final Certification Self Study for review.
X# high school students in the funded program (AVID) have a 2.0 or above GPA (unweighted)	- Students will receive AVID tutoring in math, science, and/or reading as well as other student support services to enhance their learning. - Assess students' grade level proficiency after each semester/trimester. - Teachers will review students' 4-year plans annually to ensure appropriate placement. - Students will complete regular grade checks to determine course in which they are struggling in and engage in the tutorial process to get the support they need.	9/1/2019 to 8/31/2020	The site AVID Coordinator will complete the AVID Data collection process at the end of the first semester to monitor progress. Additionally, the Coordinator will work with the AVID Site Team to complete the Initial Self Study to review elements of the program that are going well and identify areas for growth. At the end of the school year, the Site Team will submit a final Certification Self Study for review.
X# high school students in the funded program (AVID) have enrolled in advanced coursework (AP, Cambridge, IB, Dual, Articulated) allowing them to meet four-year college entrance requirements	- Students will receive AVID tutoring in math, science, and/or reading as well as other student support services to enhance their learning. - Assess students' grade level proficiency after each semester/trimester. - Teachers will review students' 4-year plans annually to ensure appropriate placement. - Students will complete regular grade checks to determine course in which they are struggling in and engage in the tutorial process to get the support they need.	9/1/2019 to 8/31/2020	The site AVID Coordinator will complete the AVID Data collection process at the end of the first semester to monitor progress. Additionally, the Coordinator will work with the AVID Site Team to complete the Initial Self Study to review elements of the program that are going well and identify areas for growth. At the end of the school year, the Site Team will submit a final Certification Self Study for review.

Target Population: EDUCATION: Destination Graduation

Goal: X# of senior students in the funded program (AVID) have graduated from high school and are ready to pursue continuing education and/or employment

Objective	Activities	Timeline	Tasks
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# tutor hours provided to high school students	Teachers will attend AVID professional learning to learn best practices to support their students achieve success in their classes and implement the program requirements with fidelity which includes an emphasis in: writing, inquiry, collaboration, organization skills, and reading. Additionally, AVID Coordinators will hire quality college tutors to serve as role models and to support students in the tutorial process.	10/1/2019 to 9/30/2020	Teachers will meet with students biweekly to make sure they are on track to successfully completing their coursework. Reports will be generated at each grading period to monitor students grades.
X# students in the senior class applied for college admission and/or job placement upon graduation	Teachers will attend AVID professional learning to learn best practices to support their students achieve success in their classes and implement the program requirements with fidelity which includes an emphasis in: writing, inquiry, collaboration, organization skills, and reading. Additionally, AVID Coordinators will hire quality college tutors to serve as role models and to support students in the tutorial process.	10/1/2019 to 9/30/2020	Teachers will meet with students biweekly to make sure they are on track to successfully completing their coursework. Reports will be generated at each grading period to monitor students grades.
X# students in the senior class in the funded program (AVID) are UC/CSU eligible	Teachers will attend AVID professional learning to learn best practices to support their students achieve success in their classes and implement the program requirements with fidelity which includes an emphasis in: writing, inquiry, collaboration, organization skills, and reading. Additionally, AVID Coordinators will hire quality college tutors to serve as role models and to support students in the tutorial process.	10/1/2019 to 9/30/2020	Teachers will meet with students biweekly to make sure they are on track to successfully completing their coursework. Reports will be generated at each grading period to monitor students grades.
X# students in the senior class in the funded program (AVID) have completed supplemental A-G college and/or career preparatory programs/activities	Teachers will attend AVID professional learning to learn best practices to support their students achieve success in their classes and implement the program requirements with fidelity which includes an emphasis in: writing, inquiry, collaboration, organization skills, and reading. Additionally, AVID Coordinators will hire quality college tutors to serve as role models and to support students in the tutorial process.	10/1/2019 to 9/30/2020	Teachers will meet with students biweekly to make sure they are on track to successfully completing their coursework. Reports will be generated at each grading period to monitor students grades.

<p>X# students in the senior class in the funded program (AVID) have graduated high school</p>	<p>Teachers will attend AVID professional learning to learn best practices to support their students achieve success in their classes and implement the program requirements with fidelity which includes an emphasis in: writing, inquiry, collaboration, organization skills, and reading. Additionally, AVID Coordinators will hire quality college tutors to serve as role models and to support students in the tutorial process.</p>	<p>10/1/2019 to 9/30/2020</p>	<p>Teachers will meet with students biweekly to make sure they are on track to successfully completing their coursework. Reports will be generated at each grading period to monitor students grades.</p>
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Target Population: EDUCATION: Destination Graduation

Goal: X# of senior students in the funded program (AVID) have graduated from high school and are ready to pursue continuing education and/or employment

Objective	Activities	Timeline	Tasks
<p># tutor hours provided to high school students</p>	<p>AVID senior teachers will closely monitor seniors in AVID to ensure course completion and graduation units achieved. Students will update their 6-year plan and review their transcripts quarterly. Tutorials play an important role in providing students the support they need to succeed in their coursework.</p>	<p>10/1/2019 to 9/30/2019</p>	<p>Review of transcripts at the end of each grading period; update 6-year plan.</p>
<p>X# students of the senior class achieved a C or better in the AVID elective</p>	<p>AVID senior teachers will closely monitor seniors in AVID to ensure course completion and graduation units achieved. Students will update their 6-year plan and review their transcripts quarterly. Tutorials play an important role in providing students the support they need to succeed in their coursework.</p>	<p>10/1/2019 to 9/30/2019</p>	<p>Review of transcripts at the end of each grading period; update 6-year plan.</p>

Approved Program Expenditures

Award Amount (New or Renewal)

Line Item	Approved
Award Amount	\$44,400.00

Detailed Program Budget Summary

Line Item	Approved
Salaries and Fringe	\$20,000.00
Consultant Costs	
Supplies for Program ONLY	\$2,000.00
Travel or Transportation	
Subcontracts	
Direct Client Care or Patient Care Costs	\$0.00
Other Costs	\$22,400.00
Indirect Costs (not to exceed 10% of direct costs)	
Total	\$44,400.00

FOCUSED FITNESS L.L.C.**WELNET SERVICE AGREEMENT**

This WELNET Service Agreement (“**Agreement**”) is effective on July 1, 2020 and is made by and between Focused Fitness, LLC, a Washington limited liability corporation with its principal place of business at 2406 S. Dishman-Mica Rd., Ste. 4, Spokane Valley, WA 99206 (“**Focused Fitness**”) and Anaheim School District, a School Client, with its principal place of business at 501 Crescent Way, Anaheim, CA 92803-3520.

1. Definitions.

1.1 “**Administrator(s)**” means those Users who are granted expanded access to the Services, including without limitation the ability to import data into the Services.

1.2 “**Services**” mean the online services to be provided hereunder, as described in Attachment A or as otherwise agreed in a writing signed by the parties, including any modifications, bug fixes, improvements, or enhancements included by Focused Fitness as part of the Services during the term of this Agreement.

1.3 “**Focused Fitness Site**” means the collection of web pages containing a common base URL of www.focusedfitness.org that is delivered over the Internet.

1.4 “**WELNET site**” means the collection of web pages containing a common base URL of www.focusedfitness.org/welnet that is delivered over the Internet.

1.5 “**User**” or “**Users**” means those students (if any), staff and teachers within the Client’s school Client and/or school who are authorized by Client to access the Services, and includes Administrators.

2. Services.

2.1 General. Focused Fitness agrees to provide Users with the Services pursuant to the terms and conditions set forth in this Agreement. In the event that either party desires to make changes to Attachment A or to this Agreement during the term of this Agreement, such party shall so notify the other party, and both parties shall agree in writing on such changes and on necessary adjustments, if any, to the other terms of this Agreement that are required to accommodate such changes.

2.2 Non Exclusivity. Focused Fitness hereby grants to Client a non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this agreement. Nothing herein shall prevent Focused Fitness from marketing or selling any goods or services to any prospective customer.

2.3 Service Levels/User Support. Focused Fitness will provide the Services and User support in accordance with the service levels set forth in Attachment C.

3. Consideration.

3.1 General. Client will pay Focused Fitness for the Services pursuant to the “**Payment Schedule**” set forth in Attachment B.

3.2 Payment Terms. Client will pay all Focused Fitness invoices within thirty (30) days of the invoice date.

3.3 Taxes. Amounts stated under Section 3.1 do not include applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered hereby regardless of whether the same are separately stated by Focused Fitness. Such taxes are the responsibility of Client whether or not added to applicable invoices by Focused Fitness. Client may provide to Focused Fitness an exemption certificate in a form acceptable to Focused Fitness and to the relevant taxing authority, in which case Focused Fitness shall not withhold the taxes covered by such certificate following its receipt by Focused Fitness and during the period that such certificate is in effect, provided that Client shall remain liable for any such taxes that are the subject of such certificate and shall indemnify and hold Focused Fitness harmless therefrom.

4. **Publicity.**

4.1 Trademark License. Subject to the terms of this Agreement, each party grants to the other party a royalty-free, non-exclusive, non-transferable, personal license to use the Licensed Mark only on materials generated and delivered as a component of the Services and/or on either party's websites, during the Term, according to the terms and conditions in this Agreement and any other trademark guidelines in effect at the time of use as communicated by each party to the other party. Such Licensed Marks may be used solely in connection with the marketing and provision of the Services, including without limitation for purposes of advertising the identity of Focused Fitness' existing and/or past customers. "**Licensed Mark**" means those marks identified in Attachment D to this Agreement.

4.2 Communication to Users. Except as set forth in the Services to be provided to Client under this Agreement, Client will be responsible for communicating to Users regarding availability of the Services for access by Users.

5. **Data.** Client agrees that Focused Fitness will collect certain data and information (collectively "**Data**") relating to Client and Users in connection with this Agreement. In addition to those rights granted under Section 4.1 of this Agreement, Focused Fitness may use such Data for the following purposes:

- (i) Aggregated Data. Client agrees that Focused Fitness may aggregate any and all combinations of Data collected by it under this Agreement such that the Data no longer contains any personally identifiable information of any User ("**Aggregated Data**"). All Aggregated Data is the property of Focused Fitness, and Client agrees that Focused Fitness may use such Aggregated Data for any purpose, including without limitation in publications and marketing materials.
- (ii) Personally Identifiable Information of Users. All personally identifiable information of Users ("**User PII**") is Confidential Information of Client as described in Section 7 of this Agreement. Notwithstanding that Section 7, Client hereby grants to Focused Fitness a non-exclusive, royalty-free limited right and license to use such User PII to create the Aggregated Data described in Section 5(i) of this Agreement.
- (iii) Security Measures. Focused Fitness will protect the Hosting Environment, the Web Site, User Information, and transmission of data by between the Web Site and Users (collectively the "**Protected Services**") using the highest industry standard procedures and technologies. Without limitation to the foregoing sentence, at a minimum, Focused Fitness will implement the following measures:

- (a) At all times during the Term, Focused Fitness will protect the Protected Services by using industry standard intrusion detection technology, and monitor the Protected Services using trained Internet security specialists.
- (b) Focused Fitness will protect the Protected Services with a firewall that is configured with an intrusion detection system that monitors the Internet segment and can immediately shut down ports that are being attacked.
- (c) Focused Fitness will generate logs and review logs to determine unauthorized activities relating to the Protected Services every ten (10) days.
- (d) All physical access to the Protected Services will be restricted to authorized employees of Focused Fitness who have a need to for such access to carry out their duties, and are under an obligation to treat the Protected Services as confidential and to comply with Focused Fitness's obligations under this Agreement.
- (e) All Internet access to the Protected Services must be accomplished via SSL (Secure Socket Layer) Version 3 or a successor version thereto, which must provide an encrypted session over the Internet.

6. Client's Responsibilities.

6.1 System Requirements. The Services are made available over the Internet. To access the Services, Users must have: (i) a suitable Internet connection, and (ii) access to a computer that meets the minimum hardware and software requirements specified by Focused Fitness from time to time on the Focused Fitness Site. Client acknowledges that it is responsible for ensuring that Users can comply with the System Requirements. Client, and not Focused Fitness, is responsible for User support with respect to the User's Internet connection, computer hardware, computer software or personal email accounts.

6.2 Passwords. Users obtain access to the Services through the usage of passwords. Users must comply with Focused Fitness's policies and procedures, as communicated from time to time to Client on the Focused Fitness Site, relating to the issuance, protection and administration of such passwords. Client will ensure that Users comply with any such requirements. Client, and not Focused Fitness, is responsible for any damages and/or disclosure of information, including without limitation User PII, that results from any User's misuse of a password and/or the Services, including without limitation such User's failure to adequately protect the secrecy of the password and/or access to the Services.

6.3 Parental Consent. Client, and not Focused Fitness, is responsible for obtaining any and all necessary parental consent for any student Users to access and use Services.

6.4 User Requirements. All Users of Services must comply with any Focused Fitness terms of use and/or privacy policy in effect as published on the Focused Fitness Site ("**Terms of Use**"). Focused Fitness reserves the right to suspend or discontinue a User from accessing Services at any time if the User violates the Terms of Use. Client is responsible for (i) ensuring that Users are aware of Focused Fitness's Terms of Use, (ii) working in good faith to ensure that Users comply with the Terms of Use, and (iii) notifying Focused Fitness of any activity by Users in violation of the Terms of Use.

6.5 Surveys. Client agrees to cooperate with Focused Fitness and permit Focused Fitness to conduct user satisfaction surveys of Users, at Focused Fitness's expense.

6.6 Access Limited to Users. Client will not resell the Services or provide access to the Services to any third parties who are not Users.

6.7 All Rights Reserved. The Services provide access to certain content owned or licensed by Focused Fitness and protected by national and international copyright and trademark laws. Except for the rights expressly granted in Section 2, Focused Fitness expressly reserves all right, title, and interest in and to the Services and Client agrees that Focused Fitness does not, directly or by implication, by estoppel or otherwise, grant any other rights or licenses to Client under this Agreement. Client will not remove or alter any trademark or other proprietary notice in or on any Services.

7. **Confidential Information.** Each party agrees that during the term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except as expressly authorized herein. The term "Confidential Information" means all nonpublic information that a party designates as confidential at the time of the disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, the receiving party should in good faith treat as confidential. Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that: (i) was generally known to the public at the time disclosed by the Disclosing Party; (ii) became generally known to the public other than through a breach of this Agreement by the receiving party after the time of disclosure to the receiving party by the disclosing party; (iii) was in the receiving party's possession free of any obligation of confidentiality at the time of disclosure to the receiving party by the disclosing party; (iv) was rightfully received by the receiving party from a third party that was free of any obligation of confidentiality after disclosure by the disclosing party to the receiving party; or (v) was independently developed by the receiving party without reference to or use of Confidential Information disclosed by the disclosing party.

8. **Feedback.** Either party may from time to time provide suggestions, comments or other feedback ("Feedback") to the other party with respect to Confidential Information disclosed to it by the other party. Both parties agree that notwithstanding anything to the contrary in this Agreement, all Feedback is and shall be entirely voluntary and shall not, absent separate written agreement, constitute Confidential Information or create any confidentiality obligation for the receiving party. Each party shall be free to use, implement and disclose such Feedback as it sees fit, entirely without obligation of any kind to the other party, with the sole exception that the party receiving Feedback will not disclose that the other party provided such Feedback except with prior written consent.

9. **Representations and Warranties.** Each party hereby represents and warrants that (i) this Agreement has been duly and validly executed and delivered by such party and constitutes a legal and binding obligation of such party, enforceable against such party in accordance with its terms; (ii) such party has all necessary power and authority to execute and perform in accordance with this Agreement; (iii) it will comply with all applicable laws in the performance of its obligations under this Agreement, in particular with any federal and state rules regarding student records, privacy, and the commercial use of student information, including but not limited to the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act of 1996; and (iv) such party's execution, delivery and performance of this Agreement will not conflict with or violate any provision of law, rule or regulation to which such party is subject, or any agreement or other obligation directly or indirectly applicable to such party or binding upon its assets.

10. **Indemnity.**

10.1 **Duty to Indemnify.** Each party will indemnify, defend, and hold the other party and its officers, employees, consultants and agents harmless from any and all third party claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim resulting from any breach or alleged breach of the indemnifying party's representations, warranties and covenants set forth in Section 9 of this Agreement.

10.2 **Process.** With respect to any third party claims for which one party ("**Indemnifying Party**") is obligated to defend and indemnify the other party ("**Indemnified Party**") under Section 10.1, the following procedures apply: The Indemnified Party will permit the Indemnifying Party, through counsel chosen by the Indemnifying Party and reasonably acceptable to the Indemnified Party, to answer and defend the claim. The Indemnifying Party will permit the Indemnified Party to participate in its own defense with its own counsel at its own expense. If the Indemnified Party elects to participate in its own defense, the Indemnifying Party agrees to consider in good faith the views of the Indemnified Party and its counsel and to keep the Indemnified Party and its counsel reasonably informed of the progress of the defense, litigation, arbitration, or settlement discussions relating to the claims. The Indemnifying Party will not settle any claims against the Indemnified Party except with Indemnified Party's prior written permission, which permission will not be unreasonably withheld or delayed. The Indemnifying Party is not responsible for any settlement made by the Indemnified Party without the Indemnifying Party's written permission. If the Indemnified Party and Indemnifying Party agree to settle a claim, the Indemnifying Party will not publicize the settlement without first obtaining the Indemnified Party's written permission.

11. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 8 ABOVE, ALL SERVICES PROVIDED BY FOCUSED FITNESS HEREUNDER ARE PROVIDED "AS IS" AND FOCUSED FITNESS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND DUTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT.

12. **LIMITATION OF LIABILITY & EXCLUSION OF CERTAIN DAMAGES.**

12.1 **EXCLUSION OF CERTAIN DAMAGES.** EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 7 OR OBLIGATIONS UNDER SECTION 10, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 **LIMITATION ON LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, FOCUSED FITNESS'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY RECEIVED BY FOCUSED FITNESS UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OR THE CAUSE OF ACTION OR ALLEGED BASIS OF THE CLAIM, AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

13. Term, Termination, and Renewal

13.1 Term. This Agreement will be effective as of July 1, 2020, through June 30, 2021,

13.2 Termination For Cause. Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Focused Fitness may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is sixty (60) days overdue on any payment due to Focused Fitness under this Agreement.

13.3 Effect of Expiration/Termination. Upon the expiration or termination of this Agreement Client will pay all amounts due to Focused Fitness up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement:

14. Non-Discrimination Statement

14.1 Focused Fitness assures the School Client that its agency complies with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

15. Miscellaneous.

15.1 Relationship of parties. Client and Focused Fitness are independent with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

15.2 Force Majeure. For a reasonable time period, each party will be excused from delay or failure in performance due to causes beyond such party's reasonable control including without limitation, acts of God, government action, regulations, riots, wars, floods, and/or earthquakes.

15.3 Notices. Any notice provided for in this Agreement must be given in a non-electronic record by registered or certified U.S. mail as designated below, return receipt requested, postage paid. It will be effective on the day it is mailed to the following address designated by each party.

	Focused Fitness Contact Person	Contact Person
Name	Amy Lutz	MJ Elliot
Title	VP Software	District Intramural Sports Director Physical Education Specialist AIME Program Director
Organization	Focused Fitness, LLC	Anaheim Union HS, CA
Address	2426 S Dishman Mica Rd	501 Crescent Way
City, State, Zip	Spokane, WA 99206	Anaheim, CA 92803-3520
Phone	509 327-3181	(714) 999-5641
Email	amy@focusedfitness.org	cooke_m@auhsd.us

15.4 Assignment. Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

15.5 Waiver. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

15.6 Governing Law; Venue. This Agreement will be governed by and construed under the laws of the State of Washington (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. All disputes brought by either party arising under this Agreement will be brought in a court of competent jurisdiction in Spokane County, Washington, as permitted by law, and each party hereby submits to the exclusive jurisdiction and venue in such courts. Client waives all defenses of lack of personal jurisdiction and forum nonconveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

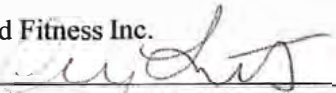
15.7 Attorney's Fees. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including attorneys' fees.

15.8 Severability. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be null and void.

15.9 No Third Party Beneficiaries. This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

15.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, Focused Fitness and Client agree to the terms and conditions set forth in this Agreement.

Focused Fitness Inc.
By: 
Print Name: Amy Lutz
Title: VP-Software
Date: 3-18-2020

Anaheim School District :
By: _____
Print Name: Dr. Jaron Fried
Title: Assistant Superintendent, Ed. Division
Date: 6/19/20

ATTACHMENT A

Services

The **WELNET Software Program** is an easy to use, customizable, web-based software application that simplifies the process of gathering student academic, fitness and health data, printing individual and group reports and can be accessed from any internet enabled computer. Student access allows for the entering of academic assessments and behavioral logs to include: activity, diet, hydration, heart rate and sleep. An evaluation component is included that allows Clients to analyze teacher, student and workshop survey information. WELNET is curriculum based, allows students to create an electronic portfolio and is aligned with the Five for Life Program.

WELNET FEATURES:

- Web-based software allows users to input fitness, behavioral and cognitive data at any workstation with internet capabilities
- Software management system for fitness, health and cognitive data
- Application allows for a coordinated school fitness and health approach between administrators, physical educators, health educators, classroom teachers, nurses and parents
- Software licenses available for organizations of any size or structure
- Password protected login to ensure safety of data
- User friendly import feature for entering students' demographical information
- One step process for data extraction
- Class lists are automatically generated
- **Fitness Measurements**
 - Application allows for 100% fitness measurement customization
 - Ability to choose unlimited fitness measurements items
 - Selection of standards that accompany measurements
 - Modifications can be made at any time to class sessions, student information, fitness measurements, standards and more
 - Ability to customize fitness reports to include specific information related to fitness and health measurements
 - Generates fitness and health profiles for each student and tracks progress over time
 - Multiple reports provide summary information to instructors and administrators that includes; number of participants measured, demographical information and fitness and health scores compared to health standards
 - Automatic calculation of BMI, fat-free mass and healthy ranges for blood pressure
- **Behavioral Inventories**
 - Student access to activity, nutrition, hydration and sleep logs
 - Multiple reports provide summary information to instructors and administrators that includes; number of participants, behavioral information and behavioral information compared to standards
- **Cognitive Assessments**
 - Student access to complete any assessment located in the Five for Life Program K-12
 - Multiple reports provide summary information to instructors and administrators that includes; number of participants assessed and total scores achieved compared to possible scores

Hardware Requirements:

- Desktop, Laptop or Tablet Computer with internet access
- Web Browser (Internet Explorer Recommended)
- Printer

ATTACHMENT B

Payment Schedule

Anaheim School District, will pay Focused Fitness for Services according to the following “**Payment Schedule**”:

Initial Term

\$22,500.00 – (Paid on previous contract- not due at this time) WELNET Software: This fee includes 3 years of hosting, yearly or more frequent uploads of student data, hosting and backup, all upgrades and modifications and unlimited technical support.

Grant billing, including the WELNET fee for the Initial Term, will be solely based on the Services Contract. There will be no separate billing for WELNET during the Initial Term.

Initial Term –October 1, 2010 – September 31, 2013

Renewal Term

\$1,500 – WELNET Software: This yearly fee includes: yearly or more frequent uploads of student data, hosting and backup, all upgrades and modifications and up to 3 hours of technical support. Additional technical support will be billed at a rate of \$125/hour.

Renewal Term – July 1, 2020 – June 30, 2021

ATTACHMENT C

Service Levels

Focused Fitness will use commercially reasonable efforts to ensure that WELNET is available and capable of forwarding IP packets 99.99% of the time, as averaged over a calendar month.

Focused Fitness and Client will collaborate to resolve any software-related functionality issues. Focused Fitness will use commercially reasonable efforts to assist Client in resolving any such issues within 72 hours of receipt of written notice from Client. Client's written notice shall specify the nature of the problem and the steps taken by Client to investigate or otherwise remedy the problem.

ATTACHMENT D

Licensed Marks



Big Brothers Big Sisters | Workplace Mentoring, Bigs with Badges, and High School Bigs Memorandum of Understanding

This Memorandum of Understanding ("MOU") is an agreement between BIG BROTHERS BIG SISTERS of Orange County & the Inland Empire and Anaheim Union High School District for the following programs:

Workplace Mentoring

The purpose of this document is to outline each entity's roles and responsibilities for the development and growth of the Workplace Mentoring Program. The goal is to pair students (Littles) from Anaheim Union High School District: Cypress High School with positive, caring, screened and trained adult corporate mentors (Bigs) through a tiered mentoring system. This tiered mentoring system will nurture relationships that provide positive modeling that leads to school and lifetime success. Term of this agreement is 2020-2021 School Year, July 1, 2020, through June 30, 2021.

Bigs with Badges

The purpose of this document is to outline each entity's roles and responsibilities for the development and growth of the Bigs with Badges Program. The goal is to pair students (Littles) from Anaheim Union High School District: Anaheim & Cypress High Schools with positive, caring, screened and trained adult mentors (Bigs) from local law enforcement agencies through a tiered mentoring system. This tiered mentoring system will nurture relationships that provide positive modeling that leads to school and lifetime success. Term of this agreement is 2020-2021 School Year.

High School Bigs

The purpose of this document is to outline each entity's roles and responsibilities for the development and growth of the High School Bigs Mentoring Program. The goal is to pair at-risk students (Littles) from neighboring elementary schools with positive, caring, screened and trained high school mentors (Bigs) from AUHSD partner school(s) in one-to-one mentoring relationships that provide positive modeling that leads to school and lifetime success. Duration: 2020-2021 School Year.



Anaheim Union High School District
Michael B. Matsuda, Superintendent
2985 Bear Street
501 N. Crescent Way
Anaheim, CA 92801

Big Brothers Big Sisters of Orange County
Jessica Prescott Romley
Chief Operating Officer
1801 E. Edinger Ave. #101
Santa Ana, CA 92705

Workplace Mentoring & Bigs with Badges:

Big Brothers Big Sisters of Orange County & the Inland Empire ("BBBSOC&IE") agrees to:

- Work collaboratively with the identified school(s) to provide their youth with strong and enduring, professionally supported one-to-one relationships that can change their lives for the better, forever.
- Assign BBBSOC staff members to work in partnership with the identified school(s). This person will coordinate program logistics, recruitment, and enrollment and bring the program to fruition.
- Provide insurance coverage for all mentors and mentee participants.
- Provide full screening of all mentors (i.e., interviews, references, assessments, and background checks for all adult mentors over 18).
- Provide appropriate pre-match training to all mentors and provide on-going training opportunities.
- Assist school with identification of mentees that would be appropriate to participate in the program.
- Match mentors and mentees based on needs and common interests.
- Plan sessions for mentors and mentees to meet on a regular basis; monthly for 90 minutes.
- Workplace Mentoring:
 - Provide transportation for all mentees via chartered bus to all monthly sessions at the corporate partner.
- Bigs with Badges:
 - Monthly sessions take place on-site at the high schools.
- Provide activities and supervision at program meetings.
- Contact both the mentee and the mentor on a regular basis and provide support to each match.
- Meet with individual school staff to discuss individual match issues and program logistics on an as needed basis (e.g. when matches are made or when matches are closed).
- Plan and coordinate summer communication between mentors and mentees.

- Collect evaluations of matches and program during the course of the school year (surveying at the beginning of the school year and end of the school year).
- Share outcomes/feedback specific to the program at key points during the year.
- Report on successes, challenges, and opportunities within the partnership to the school at the end of each year.
- Data Sharing: In order to facilitate the evaluation of the program, the District and BBBSOC&IE will share aggregate data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA").

Responsibilities Anaheim Union High School District (AUHSD):

- Promote the BBBSOC Partnership with school personnel to enhance collaboration efforts.
- Assign a school coordinator for the program at each participating school. This person will coordinate implementing the program and supply requested reporting information.
- Identify currently enrolled boys and girls in grades 9th through 12th that need and appear ready to benefit from extra attention through a match relationship with Big Brothers Big Sisters.
- Recognize the school-based mentoring program as a year-round program.
- Provide access to mentee records (i.e. grades, suspensions, attendance) of participating mentees whose parents have given written consent.
- Maintain goal number of matches. If mentees leave the program, lose interest in the program or are dismissed from the program the identified schools will assist to replace those spots with newly recruited mentees.
- Provide BBBSOC staff person with updated contact information and preferred methods of contact.
- Promote good attendance by ensuring mentees are aware of program meeting times and locations. This may include passing out reminder fliers and making announcements to remind mentees to meet.
- Data Sharing: In order to facilitate the evaluation of the program, the District and BBBSOC&IE will share aggregate data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA").

High School Bigs**Big Brothers Big Sisters of Orange County & the Inland Empire ("BBBSOC&IE") agrees to:**

- Work collaboratively with the identified school(s) to provide their youth with strong and enduring, professionally supported, one-to-one relationships that can change their lives for the better, forever.
- Assign BBBSOC staff members to work in partnership with the identified school(s). This person will coordinate program logistics, recruitment, and enrollment and bring the program to fruition.
- Provide insurance coverage for all mentors and mentee participants.
- Provide full screening of all mentors (i.e., interviews, references, assessments, etc.)
- Provide appropriate pre-match training to all mentors and provide ongoing training opportunities.
- Assist school with identification of mentees that would be appropriate to participate in the program.
- Match mentors and mentees based on needs and common interests.
- Plan sessions for mentors and mentees to meet on a regular basis; weekly from 3:30pm-4:30pm.
- Provide activities and supervision at program meetings.
- Contact both the mentee and the mentor on a regular basis and provide support to each match.
- Meet with individual school staff to discuss individual match issues and program logistics on an as needed basis (e.g. when matches are made or when matches are closed).
- Plan and coordinate summer communication between mentors and mentees.
- Collect evaluations of matches and program during the course of the school year (surveying at the beginning of the school year and end of the school year).
- Share outcomes/feedback specific to the program at key points during the year.
- Report on successes, challenges, and opportunities within the partnership to the school at the end of each year.
- Data Sharing: In order to facilitate the evaluation of the program, the District and BBBSOC&IE will share aggregate data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA").

Responsibilities of Anaheim Union High School District in partnership with the identified school(s):

- Promote the BBBSOC Partnership with school personnel to enhance collaboration efforts.

- Assign a coordinator for the program. This person will coordinate implementing the program and supply requested reporting information.
- Identify currently enrolled boys and girls ages 6-11 that need and appear ready to benefit from extra attention through a match relationship with Big Brothers Big Sisters.
- Recognize the school-based mentoring program as a year-round program.
- Assist BBBSOC staff person in recruiting mentees to be part of the High School Bigs Program. This will include:
 - Dispensing and collecting mentee applications
- Provide a consistent location that is conducive to one-on-one BBBSOC programming. This space should allow for:
 - Child Interviews to take place
 - Group programming to occur
 - Individual matches to meet on a one on one basis
 - Match support to occur
- Maintain goal number of matches. This program has a goal to have 20 active matches during the school year. Therefore if mentees leave the program, lose interest in the program, or is dismissed from the program, the identified school(s) will assist to replace those spots with newly recruited mentees.
- Provide BBBSOC staff person with updated contact information and preferred methods of contact.
- Promote good attendance by ensuring mentees are aware of program meeting times and locations. This may include passing out reminder fliers and making announcements to remind mentees to meet.
- Data Sharing: In order to facilitate the evaluation of the program, the District and BBBSOC&IE will share aggregate data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA").

Upon execution, the parties attest to their acceptance of the terms and conditions of this agreement. At the expiration of this agreement, the undersigned parties will meet at an agreed upon date prior to the end of this agreement to evaluate the partnership and to define future partnership parameters.

Agreed and approved by:

Signature(s) from Anaheim Union High School District:

Printed Name of AUHSD Representative: Dr. Jaron Fried

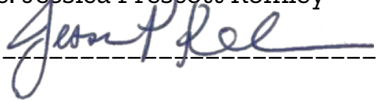
Signature: _____

Title: Assistant Superintendent, Ed. Division

Date: __6/19/20

Signature(s) from Big Brothers Big Sisters of Orange County & the Inland Empire:

Printed Name of BBBSOC&IE Representative: Jessica Prescott Romley

Signature of BBBSOC&IE Representative:  _____

Title: Chief Operating Officer

Date: May 18, 2020 _____

Member Program Agreement

School Pantry Program



Second Harvest Food Bank of Orange County

2020-2021 Approved sites: Ball Junior High, Dale Junior High, Orangeview Junior High, Sycamore Junior High

Introduction:

The mission of the School Pantry Program is to help alleviate child hunger in America through the provision of food to children and their families at school. School Pantries are located on the grounds of a school intended to provide a more readily accessible source of food assistance to low-income students and their families. Second Harvest has been running similar mobile-based school distributions since 2012, but the program officially launched for the 2014-2015 school year with 8 schools participating in this "farmer's market"- style produce distribution model. Every year we look forward to the partnerships that we will form with each school, knowing that they will provide ample opportunity for growth and help further our mission to end hunger in Orange County. We guarantee to provide great support to the schools that we work with, and in turn, hold our partners to high expectations in terms of communication, and a willingness to work with us to meet the needs of each specific school community.

Responsibilities of the School:

1. Identify a "School Pantry Coordinator" to orchestrate each School Pantry distribution; greet SHFBOC driver at the time of the delivery and assist the driver as needed with pallet and crate pick-up, ensure proper distribution set-up, assign parent volunteers to specific tasks and provide volunteer support, and handle any on-site issues. The "School Pantry Coordinator" and volunteers must undergo training at their first 2-3 distributions by a SHFBOC staff member to ensure the responsibilities and integrity of the program are being carried out. This individual will also serve as SHFBOC's primary contact at each school and will be responsible for communicating any issues to SHFBOC staff.
2. Each "School Pantry Coordinator" and one additional staff person or volunteer, must undergo Safe Food Handling training that carries an estimated \$15 fee per certificate. The training will provide a three-year food handling certificate, and must be sent to SHFBOC prior to your first distribution of the school year.
3. Provide an agreed upon space for distribution and be willing to reasonably accommodate SHFBOC staff requests for a change in location as needed.
4. Promote the food distribution to enrolled student's families via calling systems, posting on the marquee, and distribute flyers. Work in collaboration with nearby schools to expand outreach to the community by connecting with community liaisons, etc.
5. Notify Community Programs Coordinator 2 business days in advance for cancellations including inclement weather or rescheduling to be taken into consideration.
6. Complete client intake and reporting requirements, as detailed and trained on by SHFBOC. Client intake entails collecting family household size (number of adults, children, seniors) before the distribution. Client intake form and online database reporting must be submitted to SHFBOC staff within three business days after each distribution.
7. Allow for and approve of additional free resources to be provided during food distributions.
8. Conduct National Background Checks on staff and volunteers with direct, repetitive contact with children (if applicable).
9. Work to help ensure the distribution of all food (except waste/spoiled food). Allow for disposal of any waste in trash receptacles.
10. Have assistance from custodial staff and/or volunteers in the set up and clean up as needed, store pallets and crates for pick-up by SHFBOC staff, during the next month's distribution. Store folding tables, produce baskets and other program supplies on-site in a secure location.
11. Pallets and crates need to be prepared for pick-up and placed near the food distribution area prior to the driver's arrival, for expedited pick-up.
12. District or Principal will advise SHFBOC staff of any administrative changes for the school year.
13. Sign this written agreement with Second Harvest Food Bank of Orange County.

Member Program Agreement

School Pantry Program



Second Harvest Food Bank of Orange County

2020-2021 Approved sites: Ball Junior High, Dale Junior High, Orangeview Junior High, Sycamore Junior High

Responsibilities of Second Harvest Food Bank of Orange County:

1. Provide a selection of produce in quantities that will allow for approximately 150 households.
2. Provide additional food as available and at the discretion of SHFBOC staff, although the program aims to provide solely fresh produce.
3. Provide a written agreement to be signed by a School District Representative.
4. Provide program staff management and on-going support for the program.
5. Provide delivery to school site at least 30 minutes prior to the advertised time for families to arrive.

Use of Food Provided by Second Harvest Food Bank of Orange County:

1. Food will be distributed free of charge.
2. Food will not be redistributed to any group or organization. Any leftover food must be kept on-site and distributed to additional families within 24 hours.
3. Food will not be transferred for money, property, or services.
4. Ensure safe and proper handling of the Product, which conforms to all local, state, and Federal regulations.

Conditions and Stipulations:

1. Both parties enter into this agreement voluntarily.
2. Either party may terminate the agreement by simply notifying the other party.
3. Any attachments are a part of this agreement.
4. Each site must be willing to abide by the policies, procedures, and record keeping requirements of SHFBOC.
5. Staff or volunteers of the program will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
6. The partnering organization will allow SHFBOC to monitor the food distribution operations site regularly.
7. Participant shall indemnify, defend and hold harmless Feeding America, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, costs, demands, liabilities or damages ("Loss") arising out of: (i) any personal injury or property damage occurring at Participant's Program site arising from any act, omission or negligence of Participant, its employees, agents, volunteers, participants or invitees, except that Participant shall not be required to indemnify the Indemnified Parties, or any of them, for a Loss that is finally determined by a court of competent jurisdiction to be caused by the active negligence of the Indemnified Parties, or any of them; and (ii) any breach, violation or nonperformance of any covenant, condition or agreement set forth in this Agreement to be fulfilled, kept, observed and performed by Participant. The foregoing indemnity shall survive the termination of this Agreement and shall remain binding on Participant until such time as an action against the Indemnified Parties, or any of them, on account of such Loss is absolutely barred by any applicable statute of limitations.
8. Second Harvest Food Bank of Orange County reserves the right to terminate the agreement without notice if the program is found to be out of compliance.
9. Second Harvest Food Bank of Orange County reserves the right to limit the types and quantity of food given to the site. Either party can terminate this agreement immediately with or without cause upon notification of other party. This agreement is binding from the date of signature until termination by either party. Failure to maintain terms of this agreement may result in partnership status being placed on hold or in some cases terminated. I accept and agree to abide by all the above terms and conditions.

Member Program Agreement

School Pantry Program



Second Harvest Food Bank of Orange County

2020-2021 Approved sites: Ball Junior High, Dale Junior High, Orangeview Junior High, Sycamore Junior High

Dr. Jaron Fried, Assistant Superintendent, Ed. Division

Print name of School District (or School Name if no District)

Signature of District/Board Representative

Ellie Nedry

Print name of District/Board Representative

Ellie Dink Sr. Manager, Community Programs
Second Harvest Food Bank of Orange County Representative

6/19/20

Date

Community Programs Manager

Title

6-1-2020

Date

To be signed by School Principal once school has been selected to participate in the program.

By signing, I acknowledge that I have read the terms listed above.

Print name of School Principal

School Name

Signature of School Principal

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CHILDREN’S HOSPITAL OF ORANGE COUNTY
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into and executed as of June 20, 2020 (the “**Effective Date**”), by and between Children’s Hospital of Orange County, a California nonprofit public benefit corporation (“**CHOC Children’s**”) and the Anaheim Union High School District (AUHSD). CHOC Children’s and AUHSD are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

- A. CHOC Children’s mission is to nurture, advance and protect the health and wellbeing of children, and in support of this mission, CHOC Children’s operates CHOC Children’s Hospital, an acute care hospital in the City of Orange, and CHOC Children’s at Mission Hospital, an acute care hospital in Mission Viejo as well as various community clinics in surrounding communities, and related teaching and research programs.
- B. CHOC Children’s and AUHSD share a common vision to make Orange County the healthiest county in the United States, which includes physical, emotional, mental and educational components.
- C. CHOC Children’s and the AUHSD also desire to collaborate on the enhancement of physical and mental health for all children in the AUHSD to foster outstanding clinical outcomes, improve attendance and graduation rates, and assure our young people transition into healthy, productive adults.
- D. CHOC Children’s and AUHSD desire to collaborate (the “**Collaboration**”) and leverage their respective strengths in an effort to achieve these common visions.

THEREFORE, in consideration of their mutual promises and undertakings set forth herein, the Parties agree as follows:

MEMORANDUM OF UNDERSTANDING

1. Statement of Collaboration. CHOC Children’s and AUHSD hereby agree to collaborate on joint initiatives as identified by the Parties (the “**Initiatives**”), consistent with the terms, principles and objectives described herein. The AUHSD agrees that CHOC Children’s shall be its preferred pediatric healthcare partner during the term of this MOU (as specified in Section 11.1 herein) and AUHSD shall not enter into a substantially similar arrangement with another children’s hospital without the prior written agreement of CHOC Children’s. Programs and services developed under this agreement shall be exclusively used by CHOC Children’s. Furthermore,

AUHSD shall offer CHOC Children’s a right of first refusal to be the pediatric health provider selected by AUHSD for similar arrangements and initiatives for children between the ages of zero (0) to eighteen (18) years.

2. Governance Structure.

2.1 Joint Oversight Council. CHOC Children’s and AUHSD shall establish a Joint Oversight Council (the “**JOC**”) which shall make joint recommendations to the Parties for the Initiatives established under the Collaboration. All such recommendations of the JOC are advisory in nature and shall not become binding unless and until each of the Parties has approved such recommendations. Authorized representatives of each Party may delegate certain decision-making authority to the JOC from time to time, in accordance with organizational policies and procedures, governing rules and legal structure of each Party.

2.2 JOC Composition and Duties. The JOC shall consist of four (4) members, half of whom shall be designated by the Chief Executive Officer of CHOC Children’s (collectively, the “**CHOC Children’s Representatives**”), and half of whom shall be designated by AUHSD. The chairperson of the JOC shall be either the Chief Strategy Officer of CHOC Children’s or his or her designee (“**CHOC Lead**”) or the Superintendent of Educational Services of AUHSD or his or her designee (“**AUHSD Lead**”), and shall rotate every other year between the CHOC Lead and the AUHSD Lead, except as otherwise determined by the Parties. The initial chairperson of the JOC shall be the CHOC Lead. The JOC shall be responsible for:

2.2.1 Development of each Initiative established under the Collaboration and recommendations for any additional Initiatives;

2.2.2 Establishment of subcommittees, task forces, and/or workgroups as deemed necessary from time to time;

2.2.3 Appointment of administrative leaders, clinical leaders, and where appropriate, community leaders, to each subcommittee, task force and/or workgroup for each Initiative; and

2.2.4 Such other duties and activities as CHOC Children’s and AUHSD deem reasonably necessary for the success of the Collaboration.

2.3 Consensus. In order to take any action, the CHOC Children’s Representatives shall vote as one block and the AUHSD Representatives shall vote as one block. Therefore, decisions by the JOC shall be made by consensus and shall require the affirmative vote of both the CHOC Children’s Representatives and the AUHSD Representatives present. If the JOC is deadlocked on any issue, the matter may be resolved in accordance with Section 10.

2.4 Meetings. The JOC shall meet as often as necessary, but no less often than semi-annually.

3. Management, Operations and Costs.

3.1 Management. The Parties may determine that one or the other of the Parties shall have responsibility for the management of one or more of the Initiatives developed under this MOU. Notwithstanding the foregoing, the management of all Initiatives shall be subject to the oversight of the JOC.

3.2 Management Structure. The Parties, through the JOC, may appoint a designated leader for each Initiative.

3.3 Management Services. The Parties may provide qualified personnel and support services to each of the Initiatives and the cost of such services shall be borne by the applicable Party providing such services.

3.4 Operating Structure. The Parties intend for the Collaboration to be structured through this contractual arrangement by and between the Parties, meaning absent the Parties mutual agreement otherwise, no separate legal entity will be formed by the Parties for purposes of effectuating the Collaboration as a whole, and each Party will handle its reporting and accounting obligations through its own internal organization rather than through the Collaboration.

3.5 Collaboration Costs. The Parties agree that the Collaboration and the Initiatives thereunder may incur costs. Each Party shall bear their own costs associated with these Initiatives. Neither Party may obligate the other Party for costs. If the Parties decide to pursue grant opportunities to assist with funding of an Initiative, the Parties shall agree on which Party will take the lead as the recipient of the grant.

4. Initiatives.

4.1 Wellness Center. The Parties agree to implement mutually agreed upon population health management initiatives, such as the development of Wellness Centers to improve the physical, emotional, mental, and educational health of children who attend a school that is in the AUHSD. This Initiative may include, among other components, fitness and nutrition education, mental health counseling, various screenings, and health condition-specific education programs. Such wellness programs may be provided in-person or via virtual technology.

4.2 Bi-Directional Data Exchange Platform. The data sharing shall be developed to improve instructional outcomes, academic performance, physical, behavioral, social, emotional and mental health. The Parties agree to work collaboratively to establish an agenda and action plan to achieve this initiative. In compliance with all applicable laws and to the extent possible, the Parties agree to exchange data to facilitate enhanced coordinated care, academic, and wellness services to children. This Initiative may include, among other components, CHOC Children's providing Electronic Medical Record (EMR) access to clinicians coordinating or providing direct health care services at an AUHSD location, and AUHSD providing appropriate clinical, academic, attendance, fitness, body mass index, and CALPADS data to CHOC Children's for purposes of enhancing care management, clinical and academic outcomes and to conduct studies to improve instruction. Data components may include, but are not limited to:

- grade progression
- attendance

- graduation rates
- fitness levels (fitness-gram results)
- body mass index measurement
- academic performance test scores

The Parties agree to develop the model for this initiative within thirty (120) days of the Effective Date.

4.3 Care Coordination. The Parties agree to implement initiatives to coordinate care and improve the quality of care provided to children who attend a school that is in the AUHSD. This Initiative will include, among other programs, the participation of AUHSD nurses in CHOC Children’s Interdisciplinary Care Team Meetings as it relates to shared patients, the development of a formal education program for AUHSD nurses, students and staff, the availability of a CHOC Children’s RN Care Manager for consultation with AUHSD nurses, the use of CHOC Children’s and CHOC Specialists as the preferred source for pediatric care, and the coordination of care during the transition of patients from adolescents to adults. This care coordination may be facilitated via telehealth technologies, when deemed appropriate.

4.4 New Initiatives. The Parties, through the JOC, shall explore ways to adopt new Initiatives that are consistent with their shared vision and objectives for this Collaboration.

5. Measurement. The Parties shall develop and implement metrics to measure the success of the Initiatives on the improvement of health and wellness of children who attend a school that is in the AUHSD over the term of this MOU. These success metrics may include, but are not limited to: increase in attendance rates, decrease in school violence, increase in academic achievement, increase in parental participation, increase in college or career readiness, increase satisfaction and reduction of stress for teachers, reduction in obesity rate of children, and measurement of targeted disease outcomes with concurrent reductions in unnecessary Emergency Department and Inpatient hospital stays.

6. Communication Plan; License to Use CHOC Children’s and AUHSD’s Names/Marketing; Public Statements; Intellectual Property.

6.1 Communication Plan; License for Use of Names and Marks/Marketing. The Parties acknowledge that the purposes of the Collaboration will be furthered through marketing and public communications that identify the coordinated and collaborative efforts and resources of CHOC Children’s and AUHSD. Accordingly, the Parties agree to cooperate with each other to develop a communications plan (the “**Communications Plan**”) within thirty (30) days of the Effective Date, which shall include suitable marketing materials in connection with the Collaboration-related activities undertaken pursuant to this MOU. The Communication Plan will have elements developed as appropriate for the AUHSD, as well as for parents, students, and the public. The JOC shall work to revise and update the Communication Plan so that it evolves appropriately over time. All proposed uses by AUHSD of CHOC Children’s name or logos, or any other trade names or service marks lawfully owned by CHOC Children’s, shall be subject to CHOC Children’s prior

written approval, and all proposed uses by CHOC Children's of AUHSD's name or logos, or any other trade names or service marks lawfully owned by AUHSD, shall be subject to AUHSD's prior written approval.

6.2 Public Statements. Neither Party shall publish any public announcement(s) or press release(s) about the Collaboration, the contents of this MOU nor any related or ancillary agreement entered into in conjunction herewith, without the prior consent and approval of the other Party. Notwithstanding the foregoing, representatives of either Party may respond orally to unanticipated questions from members of the public or news media without the prior consent or approval of the other Party, provided that such response is in accordance with a public statement approved in advance by the Parties.

6.3 Intellectual Property. CHOC Children's and AUHSD shall accrue equally, unless otherwise agreed to in advance by the Parties, all rights to inventions, discoveries, patents, copyrights and royalties arising from any of the Initiatives, including studies, clinical care models, or innovations ("**Intellectual Property**") developed through the joint efforts of the Parties under the Collaboration. To the extent that CHOC Children's or AUHSD share with or provide to the other Intellectual Property that was solely and separately developed, CHOC Children's and AUHSD respectively shall retain all rights to such Intellectual Property and shall share or provide such Intellectual Property on a non-exclusive, royalty free basis for as long as this MOU is in effect.

7. Representations and Warranties of the Parties.

7.1 Representations and Warranties of CHOC Children's. As an inducement to AUHSD to enter into this MOU, CHOC Children's hereby represents, warrants, and covenants to AUHSD as to the following matters:

7.1.1 Organization; Good Standing. CHOC Children's is a California nonprofit public benefit corporation duly organized, validly existing, and in good standing under the laws of the State of California, with all necessary corporate power, authority, and capacity to enter into this MOU and carry out its obligations hereunder.

7.1.2 No Violation or Conflict. Neither the execution, delivery and performance of this MOU by CHOC Children's (or the execution, delivery and performance by CHOC Children's of any other instrument or agreement contemplated hereby) nor the consummation of the transactions contemplated herein will knowingly (i) violate any provision of the Articles of Incorporation or Bylaws of CHOC Children's; (ii) conflict with or violate any law, rule, regulation, ordinance, order, writ, injunction, judgment, or decree applicable to CHOC Children's or by which it or any of its properties or assets is bound or affected; or (iii) conflict with or result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any right of termination, acceleration, or cancellation of, or result in the creation of any encumbrance on any of the properties or assets of CHOC Children's pursuant to the terms, conditions, or provisions of any material note, bond, mortgage, indenture, lease, permit,

license, franchise, agreement, or other instrument or obligation to which CHOC Children's is a party or by which it or any of its properties or assets are bound.

7.1.3 Due Authorization. CHOC Children's has all requisite corporate power and authority to execute, deliver, and perform this MOU. All actions required by law, the Articles of Incorporation and Bylaws of CHOC Children's, and otherwise to authorize the execution and delivery of this MOU have been taken by CHOC Children's. No further action is necessary by CHOC Children's for the execution, delivery, or consummation of this MOU.

7.1.4 Licenses and Registrations. CHOC Children's and its affiliated hospitals are duly registered, licensed, or otherwise qualified to conduct business in all jurisdictions in which they currently operate. CHOC Children's-affiliated hospitals' licenses as general acute care hospitals and accreditations from The Joint Commission, and all ancillary licenses and accreditations necessary or convenient to the proper operation thereof, are in good standing and in full force and effect.

7.1.5 No Untrue or Inaccurate Representations or Warranties. The representations and warranties of CHOC Children's contained in this MOU are accurate, correct and complete, and do not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements and information contained therein not misleading.

7.1.6 Knowledge of Materially Adverse Facts or Circumstances. CHOC Children's, after due investigation, has no knowledge of any existing facts or circumstances, nor are any facts or circumstances likely to occur which are specific to CHOC Children's which might reasonably be expected to materially and adversely affect CHOC Children's participation in the federal Medicare or Medicaid payment programs, if applicable.

7.1.7 Compliance with Law. CHOC Children's certifies that it currently is, and will be at all times during the term of this MOU in compliance in all material respects with all applicable federal and state laws, including, but not limited to, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute), the Ethics in Patient Referrals Act, as amended, 42 U.S.C. § 1395nn (the Stark Law), and the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b).

7.1.8 Unlawful Referrals. CHOC Children's, its directors and officers, are not a Party to any agreement, whether express, oral or implicit, to make unlawful referrals to health care operations of the AUHSD

7.1.9 Separate Entities. CHOC Children's and AUHSD are separate and distinct legal entities; are not the alter ego of the other; and that no compensation earned by each will directly or indirectly inure to the benefit of the other.

7.1.10 Excluded Provider. CHOC Children's hereby represents and warrants that it is not and at no time has been excluded from participation in any federally funded healthcare program, including Medicare and Medicaid (Medi-Cal). CHOC Children's hereby agrees to immediately notify AUHSD of any threatened, proposed or actual exclusion from any federally funded healthcare program, including Medicare and Medicaid (Medi-Cal).

7.2 Representations and Warranties of OCDE. As an inducement to CHOC Children's to enter into this MOU and to consummate the transactions contemplated by this MOU, AUHSD hereby represents, warrants, and covenants to CHOC Children's as to the following matters:

7.2.1 Organization; Good Standing. AUHSD is a local educational agency duly organized, validly existing, and in good standing under the California Constitution and laws of the State of California, with all necessary corporate power and authority to enter into this MOU and carry out their obligations hereunder.

7.2.2 No Violation or Conflict. Neither the execution, delivery and nonperformance of this MOU by AUHSD (or the execution, delivery and performance by AUHSD of any other instrument or agreement contemplated hereby) nor the consummation of the transactions contemplated herein will knowingly (i) violate any provision of the Articles of Incorporation or Bylaws of AUHSD; (ii) conflict with or violate any law, rule, regulation, ordinance, order, writ, injunction, judgment or decree applicable to AUHSD or by which it or any of its properties or assets is bound or affected; or (iii) conflict with or result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any right of termination, acceleration or cancellation of, or result in the creation of any encumbrance on any of the properties or assets of AUHSD pursuant to any of the terms, conditions or provisions of any material note, bond, mortgage, indenture, lease, permit, license, franchise, agreement or other instrument or obligation to which AUHSD is a party or by which it or any of its properties or assets are bound.

7.2.3 Due Authorization. AUHSD has all requisite statutory power and authority to execute, deliver, and perform this MOU. All actions required by law, the Policies or Bylaws of AUHSD, and otherwise to authorize the execution and delivery of this MOU have been taken by AUHSD. No further action is necessary by AUHSD for the execution, delivery, or consummation of this MOU.

7.2.4 Licenses and Registrations. AUHSD and the AUHSD Health Operations are duly registered, licensed, or otherwise qualified to conduct business in all jurisdictions in which they currently operate. All AUHSD and AUHSD Health Operations licenses and accreditations necessary or convenient to the proper operation thereof, are in good standing and in full force and effect.

7.2.5 No Untrue or Inaccurate Representations or Warranties. The representations and warranties of AUHSD contained in this MOU are accurate, correct and complete, and do not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements and information contained therein not misleading.

7.2.6 Knowledge of Materially Adverse Facts or Circumstances. AUHSD, after due investigation, has no knowledge of any existing facts or circumstances, nor are any facts or circumstances likely to occur which are specific to AUHSD which might reasonably be expected to materially and adversely affect AUHSD or any of their clinicians' participation in the federal Medicare payment program, if applicable.

7.2.7 Compliance with Law. AUHSD certifies that it currently is, and will be at all times during the term of this MOU in compliance in all material respects with all applicable federal and state laws.

7.2.8 Unlawful Referrals. AUHSD, its directors and officers, are not a Party to any agreement, whether express, oral or implicit, to make unlawful referrals to CHOC Children's.

7.2.9 Separate Entities. CHOC Children's and AUHSD are separate and distinct legal entities; are not the alter ego of the other; and that no compensation earned by each will directly or indirectly inure to the benefit of the other.

7.2.10 Excluded Provider. AUHSD hereby represents and warrants that, as to the AUHSD health operations, including their clinicians, they and their clinicians have not and at no time have been excluded from participation in any federally funded healthcare program, including Medicare and Medicaid (Medi-Cal). AUHSD hereby agrees to immediately notify CHOC Children's of any threatened, proposed or actual exclusion of itself, or their clinicians from any federally funded healthcare program, including Medicare and Medicaid (Medi-Cal).

7.3 Required Disclosures. The applicable Party shall notify the other Party in writing within seven (7) business days, or as soon as reasonably possible, after any of the following events occur:

7.3.1 The license or accreditation of any Party lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction; or

7.3.2 There is a material change to or termination of the insurance policy(ies) described in Section 7 below.

7.

8. INDEMNIFICATION

8.1.1 AUHSD agrees to indemnify and hold CHOC Children's and its officers, directors, employees, and agents harmless and free from all claims, actions, audits, losses, liabilities or expenses arising under this MOU that are the responsibility of AUHSD that may arise as a result of the AUHSD's acts or omissions in the performance of this MOU.

8.1.2 CHOC Children's agrees to indemnify and hold AUHSD and its officers, directors, employees, and agents harmless and free from all claims, actions, audits, losses, liabilities or expenses arising under this MOU that are the responsibility of CHOC Children's that may arise as a result of CHOC Children's acts or omissions in the performance of this MOU.

8.1.3 All disputes, claims, or other matters in question arising out of or relating to this MOU may ultimately be decided by means of legal action provided by California State law. Any attorneys' fees and associated costs arising from such legal action shall be paid by each party for its own costs.

9. INSURANCE

9.1.1 AUHSD and CHOC Children's each covenant and agree to acquire and maintain during the term of this MOU policies of insurance or self-insurance as follows:

9.1.2 AUHSD and CHOC Children's shall, each at its sole cost and expense including, but not limited to, self-insured retentions and deductibles, procure and maintain, for the duration of this MOU, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this MOU hereunder, respectively, by each, each's agents, representatives, officers, employees, or subcontractors. The following insurance coverage(s), as applicable, are required:

- (a) Commercial general liability insurance equivalent in scope to Insurance Services Office (ISO) form number CG 00 01 11 85 or CG 00 01 10 93 in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractors liability, and cross liability protection and shall not exclude the abuse and molestation liability.
- (b) Commercial automobile liability insurance equivalent in scope to ISO form CA 00 01 06 92 covering Symbol 1 ("Any Auto") in an amount not less than \$1,000,000 combined single limit.
- (c) Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness.
- (d) Excess liability insurance on a following form or umbrella basis in an amount not less than \$4,000,000 per occurrence and \$4,000,000 general aggregate.
- (e) Professional Liability / Errors & Omissions (E&O) liability. If either is providing services that require a state license (including, but not limited to, medical professional), then that respective party shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$3,000,000 annual aggregate coverage. If maintained on a claims-made basis, this insurance shall obtain an unlimited extended reporting endorsement if terminated or canceled.
- (f) Electronic data processing liability and cyberspace/online liability in an amount not less than \$1,000,000 per claim covering the services provided pursuant to this MOU. If maintained on a claims-made basis, this insurance shall obtain an extended reporting endorsement if terminated or canceled.
- (g) Electronic errors and omissions liability in an amount not less than \$1,000,000 per claim covering the services provided pursuant to this MOU. If maintained on a claims-made basis, this insurance shall obtain an extended reporting endorsement if terminated or canceled.

9.1.3 Acceptability of Insurers. The insurance required herein must be placed with carriers as follows:

- (a) Non-admitted in California and subject to Section 1763 of the Insurance Code (a current list of eligible surplus lines insurers is maintained by the California Department of Insurance at http://www.sla-cal.org/carrier_info/lesli/) with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater as reported by A.M. Best company or equivalent, or
- (b) Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater as reported by A.M. Best Company or equivalent, or
- (c) For Worker's Compensation only, admitted (licensed) in the State of California.

9.1.4 Verification of Coverage. Each party shall furnish to the other the documentation set forth below prior to the effective date of the MOU and, at least 20 days prior to expiration of the insurance required herein, furnish renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf.

9.1.5 Workers' compensation and employer's liability insurance endorsements. The following are required:

- (a) CANCELLATION endorsement which provides that the other party is entitled to 20 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
- (b) WAIVER OF SUBROGATION endorsement which provides that the insurer will waive its right of subrogation against the other party, and, as applicable, its Trustees, and their officials, employees, volunteers, and agents with respect to any losses paid under the terms of the workers' compensation and employer's liability insurance policy which arise from work performed by the Named Insured.

9.1.6 Self-insured programs and self-insured retentions. Approval. Any self-insurance program shall protect each party in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions.

9.1.7 Subcontractors. Both parties shall require that all subcontractors meet the requirements of this Section and the indemnification unless otherwise agreed in writing.

9.1.8 No Limitation on Liability. Such insurance as required herein shall not be deemed to limit each party's liability relating to performance under this MOU. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this MOU.

9.1.9 AUHSD and CHOC Children's shall each provide the other party with evidence of insurance or self-insurance, upon request.

9.2 Cooperation in Disposition of Claims.

9.2.1 To the extent allowed by law, CHOC Children's and AUHSD shall cooperate with each other in the timely investigation and disposition of audits, third-party liability claims, peer review, disciplinary matters, sentinel event and root cause analysis, and any regulatory or governmental investigation, inquiry, subpoena, or other legal process related to the existence or arising under performance of this MOU. Each Party shall notify the other Party as soon as possible of any adverse event which may result in liability to the other Party related to this MOU. It is the intention of the Parties to fully cooperate in the disposition of all such audits, claims, reviews, matters and actions. Such cooperation shall include making witnesses available for interviews, depositions, and trial.

9.2.2 To the extent allowed by law, CHOC Children's and AUHSD shall have reasonable access to the medical records, charts, and applicable quality assurance data of each other relating to any claim or investigation arising from or related to the existence or performance of this MOU; provided, however, that nothing shall require any Party to disclose to any other Party any peer review documents, records, or communications that are privileged under California Evidence Code Sections 1157 and 1157.5, under any related quality assurance or peer review protections provided by federal, state, or local laws and regulations, under the attorney-client privilege, or under the attorney work product doctrine ("**Confidential Communication**").

9.2.3 Each of the Parties shall conduct any and all meetings concerning the handling of any claim or action under this Section 9.2 in such manner as may be necessary to preserve confidentiality in accordance with the requirements of California Evidence Code Sections 1157 and 1157.5 and related federal, state, and local laws and regulations.

10. Dispute Resolution.

10.1 Meet and Confer. Notwithstanding any dispute that may arise between the Parties, the Parties shall continue without delay their respective performances hereunder, other than any aspect of performance that may be affected by such dispute. The Parties, through their respective authorized designees, shall attempt to resolve any disputes which arise with respect to this MOU. If such dispute is not resolved within thirty (30) days after written notification by either Party to the other of the existence of such dispute, then the Parties shall elevate the matter to the CHOC Lead and AUHSD Lead as set forth in Section 10.2.

10.2 Executive Administration. If the dispute is not resolved through the meet and confer process set forth in Section 10.1, the dispute shall be submitted to the CHOC Lead and the AUHSD Lead. The CHOC Lead and the AUHSD Lead may, at their discretion, form a joint advisory committee to help resolve the dispute. In such case, the CHOC Lead and the AUHSD

Lead shall each designate three (3) persons to serve on the committee. If within thirty (30) days (which period may be extended by written agreement of the CHOC Lead and the AUHSD Lead) the dispute has not been resolved at this level, the CHOC Lead and the AUHSD Lead shall each determine whether this MOU should continue or be terminated in accordance with the terms of Section 11.

10.3 Equitable Relief and Enforcement. Notwithstanding any other provision set forth in this MOU, with respect to the enforcement of any term of this MOU for which monetary damages would be an inadequate remedy, a Party shall be entitled to seek equitable relief to enforce its rights under this MOU, without engaging in the Meet and Confer or Executive Administration processes set forth in Sections 10.1 and 10.2 herein. Such right to equitable relief shall be in addition to any resolution reached pursuant to the Meet and Confer or Executive Administration process, unless otherwise agreed to in writing by the Parties.

10.4 Waiver of Jury Trial. EACH PARTY UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, IT IS WAIVING ITS RIGHT TO A TRIAL BY JURY WITH REGARD TO ANY OF THE MATTERS COVERED BY THIS MOU. THE PARTIES UNDERSTAND THAT THEY HAVE THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL BEFORE EXECUTING THIS MOU.

10.5 Offers to Compromise. All statements, offers or other discussions made in pursuit of settlement in the course of the dispute resolution procedures set forth herein, including in any mediation and arbitration, shall be considered offers of compromise in accordance with Section 1152 of the California Evidence Code, and shall not be admissible in any court proceedings between the Parties.

11. Term and Termination.

11.1 Term. The initial term of this MOU shall commence on the Effective Date, and the MOU shall continue in full force and effect for five (5) years and shall thereafter renew automatically for five (5) year terms unless sooner terminated as set forth in this Section 11.

11.2 Termination for Material Breach.

11.2.1 Termination by CHOC Children's. In the event of a material breach of this MOU by AUHSD, which material breach remains uncured for a period of one hundred eighty (180) days following delivery of written notice thereof to AUHSD, CHOC Children's may, at its option: (i) continue this MOU in full force and effect and enforce all rights and remedies hereunder, including the right to recover any amount reasonably necessary to compensate CHOC Children's for any damage and loss caused by such material breach; (ii) seek injunctive relief requiring AUHSD to cure the breach, if such remedy is legally available; or (iii) immediately terminate this MOU by providing written notice of termination to AUHSD, which notice must be provided no later than thirty (30) days after such one hundred eighty (180) day period expires.

11.2.2 Termination by AUHSD. In the event of a material breach of this MOU by CHOC Children's, which material breach remains uncured for a period of one hundred eighty

(180) days following delivery of written notice thereof to CHOC Children’s, AUHSD may, at its option: (i) continue this MOU in full force and effect and enforce all rights and remedies hereunder, including the right to recover any amount reasonably necessary to compensate AUHSD for any damage and loss caused by such material breach; (ii) seek injunctive relief requiring CHOC Children’s to cure the breach, if such remedy is legally available; or (iii) immediately terminate this MOU by providing written notice of termination to CHOC Children’s, which notice must be provided no later than thirty (30) days after such one hundred eighty (180) day period expires.

11.3 Immediate Termination.

11.3.1 By CHOC Children’s. CHOC Children’s may, at its option, terminate this MOU immediately upon written notice to AUHSD (i) upon loss or suspension of an AUHSD license or accreditation that is required for AUHSD to perform under this MOU; (ii) in the event of any petition for bankruptcy, dissolution, liquidation or winding up of the affairs of AUHSD; (iii) upon AUHSD’s (or AUHSD Health Operation’s) exclusion from the Medicare or Medi-Cal programs; or (iv) upon conviction of AUHSD for any offense related to fraud and abuse or any related crime.

11.3.2 By AUHSD. AUHSD may, at its option, terminate this MOU immediately upon written notice to CHOC Children’s (i) upon loss or suspension of a CHOC Children’s-affiliated hospital’s general acute care hospital license or accreditation by The Joint Commission, or, if any of such bodies no longer exist, by that successor or similar accreditation body whose scope of activities and functions most closely approximate those of The Joint Commission; (ii) in the event of any petition for bankruptcy, dissolution, liquidation or winding up of the affairs of CHOC Children’s; (iii) upon a CHOC Children’s-affiliated hospital’s exclusion from the Medicare or Medi-Cal programs, or (iv) upon conviction of CHOC Children’s for any offense related to the provision of healthcare services for fraud and abuse or any related crime.

11.4 Termination without Cause. Either Party may terminate this MOU, without cause or penalty, by giving written notice of termination to the other Party at least one (1) year prior to the date of termination (the “**Notice Period**”).

11.5 Mutual Termination. By a written mutual agreement executed by the Parties, this MOU may be terminated at any time and the Parties may elect to continue, by written agreement, any Initiative together after termination of this MOU.

11.6 Material Adverse Change or Effect. Notwithstanding any other provision of this MOU, either Party may terminate this MOU in the event that (i) a change in law renders its continued performance of this MOU unlawful or impractical, (ii) any regulatory or judicial authority having competent jurisdiction finally determines that this MOU violates any current regulatory requirements or any regulatory requirements that may hereafter be enacted, or (iii) CHOC Children’s furnishes to AUHSD an opinion of nationally recognized tax counsel that the performance of this MOU jeopardizes CHOC Children’s status as an organization described in Section 501(c)(3) of the Code, or jeopardizes its ability to comply with its bond covenants (“**Material Adverse Change or Effect**”); *provided, however*, that the terminating Party, if so requested by the other Party, shall meet and confer in good faith for a period of not less than thirty

(30) days to determine whether this MOU can be reformed in a manner that permits its continuation without undue additional cost or impracticality to the Parties.

11.7 Effects of Termination – Continuation of Patient Care. Following termination of this MOU for any reason, the Parties shall cooperate in good faith to ensure continuity of care to all patients affected by the termination.

12. Miscellaneous Provisions.

12.1 Entire Agreement. This MOU contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes all previous or contemporaneous oral or written proposals, statements, discussions, and negotiations relating to such subject matter. Notwithstanding the foregoing, the Parties acknowledge and agree that this MOU does not supersede or replace any existing contractual relationships of the Parties.

12.2 Further Assurances. Each Party shall take such further actions and execute and deliver such further documents as may be reasonably necessary or convenient to carry out the provisions of this MOU.

12.3 Notices. All notices permitted or required under this MOU shall be in writing and shall be deemed delivered (i) upon personal delivery, or (ii) twenty-four (24) hours following deposit for overnight delivery with a nationally recognized courier service, or following delivery by facsimile transmission, if subsequently mailed as provided herein; or (iii) forty-eight (48) hours following deposit in the United States mail, first class, postage prepaid, certified return-receipt-requested and in any case addressed as follows or to such other addresses as either Party may provide to the other from time to time in the manner set forth herein:

To CHOC Children’s: Sr. V.P. Strategy and Integration, Chief Strategy Officer
Children’s Hospital of Orange County
1201 W. La Veta Avenue
Orange, CA 92868

With a copy to:

Chief Legal Officer
Children’s Hospital of Orange County
1201 W. La Veta Avenue
Orange, CA 92868

To ANAHEIM UNION HIGH SCHOOL DISTRICT: Dr. Jaron Fried
Assistant
Superintendent
AUHSD
501 N. Crescent
Way Anaheim, CA
92811

With a copy to:

12.4 Amendments and Modifications. No amendment or modification to this MOU shall be binding on any Party unless made in writing and executed by all Parties, evidencing an intention to amend this MOU.

12.5 Parties as Independent Entities. None of the provisions of this MOU are intended to create nor shall be deemed or construed to create any relationship between the Parties hereto other than for the purpose of effecting the provisions of this MOU. Neither of the Parties hereto, nor any of their respective officers, directors, employees or agents, shall be construed to be the agent, employer, or representative of the other except as specifically provided herein. Neither Party is authorized to speak on behalf of the other for any purpose whatsoever without the prior written consent of the other.

12.6 Confidential Information. In connection with the transactions and the ongoing relationship contemplated by this MOU, each Party may have received and may continue to receive information of a confidential and proprietary nature regarding the other Party, including, without limitation, financial information and information concerning their respective activities, businesses, assets, and properties (“**Confidential Information**”). Each Party acknowledges that the other Party could be irreparably damaged if Confidential Information were disclosed to or utilized by any third person to the detriment of the other Party. Accordingly, neither Party shall at any time, directly or indirectly, without the prior written consent of the other, make use of or divulge, or permit any of their respective trustees, directors, officers, employees, or agents to make use of or divulge, to any person, any Confidential Information except as may be required by law. CHOC recognizes that AUHSD is a public agency subject to the California Public Records Act at Government Code section 6250 et seq. As such, AUHSD may be required to divulge records or information that is not exempt from disclosure under the California Public Records Act. The covenants set forth in this Section 12.6 shall survive the termination of this MOU.

12.7 No Waiver. Any term, covenant, or condition of this MOU may be waived at any time by the Party which is entitled to the benefit thereof, but only by a written notice signed by the Party waiving such term or condition. The subsequent acceptance of performance hereunder by a Party shall not be deemed to be a waiver of any preceding breach by any other Party of any term, covenant or condition of this MOU, other than the failure of such Party to perform the particular duties so accepted, regardless of such Party’s knowledge of such preceding breach at the time of acceptance of such performance. The waiver of any term, covenant, or condition shall not be construed as a continuing waiver or a waiver of any other term, covenant or condition of this MOU. The rights and remedies set forth in this MOU shall be in addition to any other rights or remedies that may be granted by law.

12.8 Recitals. Each of the Recitals to this MOU is incorporated herein by reference and expressly made a part of this MOU.

12.9 Exhibits. If applicable, all exhibits attached hereto are incorporated herein by reference and made a part of this MOU.

12.10 Fair Meaning. This MOU shall be construed according to its fair meaning and as if prepared by all Parties hereto.

12.11 No Assignment or Delegation. Neither Party may assign any right under this MOU, nor delegate any duties hereunder, to any person or entity without the prior written consent of the other Party, and any attempt to do so shall be voidable at the option of the other Party.

12.12 Governing Law. This MOU shall be construed in accordance with and governed by the laws of the State of California.

12.13 Headings. Section or paragraph headings contained in this MOU are for convenience of reference only and shall not affect the meaning or interpretation of this MOU.

12.14 Severability. If any provision of this MOU is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall be unaffected thereby, and shall remain in full force and effect.

12.15 Cumulation of Remedies. Any rights or remedies prescribed in this MOU are cumulative and shall not be deemed exclusive of any other rights or remedies to which the injured Party may be entitled.

12.16 Force Majeure. Neither Party shall be deemed to be in violation of this MOU if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to strikes, earthquake, fire, flood, terrorism and acts of God.

12.17 No Third-Party Beneficiaries. Nothing in this MOU is intended to confer any rights or remedies on any persons (including, without limitation, payors and enrollees) who are not signatories to this MOU; accordingly, there shall be no third-Party beneficiaries of this MOU.

12.18 Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

12.19 HIPAA. At all times, both Parties, as applicable, shall comply with all applicable Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") rules and regulations pertaining to the privacy and security of protected health information as defined under HIPAA and applicable California privacy rules, including 45 C.F.R. Sections 164.520, 164.522, 164.524, 164.526, 164.528 and 45 C.F.R. Sections 164.400 et seq. Accordingly, the Parties shall execute a HIPAA Business Associate Agreement effective as of this Effective Date, a form of which is attached hereto as **Exhibit A**.

12.20 FERPA. At all times, both Parties, as applicable, shall comply with the requirements concerning the use of student information protected under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, and California Education Code sections 49060-49085. Personally identifiable information ("PII") from student education records ("student data") under 34 C.F.R. §99.30 and Education Code §49076(a) require the consent of the education rights holder prior to the release of PII from the education record of a student.

12.21 Access to Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, CHOC Children's shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this MOU. Such inspection shall be available for up to four (4) years after the rendering of such services. If CHOC Children's is requested to disclose books, documents or records pursuant to this section for any purpose, then CHOC Children's shall notify AUHSD of the nature and scope of such request, and CHOC Children's shall make available, upon written request of the AUHSD, all such books, documents or records. If CHOC Children's carries out any of the duties of this MOU through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, then CHOC Children's agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements to 42 U.S.C. § 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by the AUHSD or CHOC Children's by virtue of this MOU.

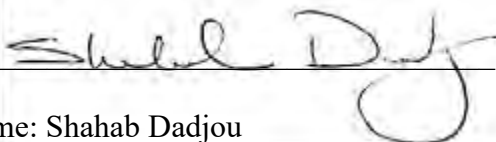
12.22 Non-Discrimination. The Parties agree to render the services contemplated herein without regard to race, age, sex, religion, creed, color, national origin or ancestry, physical handicap, medical condition, marital status, or sexual orientation of any patient. AUHSD and CHOC Children's shall comply with all applicable local, state and federal laws and regulations respecting nondiscrimination.

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IN WITNESS WHEREOF, this MOU has been entered into as of the day and year first written above.

**CHILDREN'S HOSPITAL OF ORANGE
COUNTY**

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

By: 

By: _____

Name: Shahab Dadjou
Its: Senior V.P. Strategy and Integration,
Chief Strategy Officer

Name: Dr. Jaron Fried
Its: Assistant Superintendent, Ed. Division

Exhibit A

Business Associate Agreement

[See Business Associate Agreement attached]

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA” or “Agreement”) is made and entered into by and between Children’s Hospital of Orange County (“Covered Entity” or “CE”) and Anaheim Union High School District, a local educational agency organized and existing pursuant to the constitution and laws of the State of California This BAA is effective as of August 1, 2020 (the “BAA Effective Date”).

RECITALS

- A. CE wishes to disclose certain information to BA that may constitute Protected Health Information (“PHI”) (as defined in the HIPAA Rules), in connection with BA’s performance of services for CE.
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable state and federal laws and regulations.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

AGREEMENT

A. Definitions

1. Catch-all definition:
The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.
2. Specific definitions:
 - a. Business Associate. “Business Associate” (“BA”) shall generally have the same meaning as the term “business associate” at 45 CFR 160.103.
 - b. Covered Entity. “Covered Entity” (“CE”) shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103.

- c. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

B. Obligations and Activities of Business Associate

Business Associate agrees to:

1. Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;
2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
3. Report, in writing, to covered entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, without unreasonable delay and in no case later than three (3) days after discovery;
4. Breach notifications to individuals, The HHS Office for Civil Rights (OCR), and potentially the media, will be handled by the CE. BA agrees to pay the actual costs of CE for such notifications, as long as the nature of the breach has been determined to have been caused by the BA or BA’s Subcontractor(s).
5. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same or more stringent restrictions, conditions, and requirements that apply to the BA with respect to such information;
6. Make available PHI in a designated record set to the CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under 45 CFR 164.524;
7. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the CE pursuant to 45 CFR 164.526, within thirty (30) days of receipt of a request from the CE or take other measures as necessary to satisfy CE’s obligations under 45 CFR 164.526;
8. Maintain and make available, within thirty (30) days of notice by CE or a request, the information required to provide an accounting of disclosures to the CE as necessary to satisfy CE’s obligations under 45 CFR 164.528;
9. To the extent the BA is to carry out one or more of CE's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the CE in the performance of such obligation(s); and
10. Make its internal practices, books, and records available to CE and the Secretary for

purposes of determining compliance with the HIPAA Rules.

C. Permitted Uses and Disclosures by Business Associate

1. BA may only use or disclose PHI for the sole purpose of performing BA's obligations as directed by CE and as permitted under this BAA.
2. BA may use or disclose PHI as required by law.
3. BA agrees to make uses and disclosures and requests for only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
4. BA may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by CE, except for the specific uses and disclosures set forth in paragraphs 5 and 6 below.
5. BA may disclose PHI for the proper management and administration of BA or to carry out the legal responsibilities of the BA, provided the disclosures are required by law, or BA obtains reasonable written assurances from the third party to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party, and a written agreement from the third party is in place outlining that the third party immediately notifies BA of any instances of which it is aware in which the confidentiality of the information has been breached.
6. BA may provide data aggregation services relating to the health care operations of the CE.
7. BA shall (i) not use or disclose PHI for fundraising or marketing purposes, except as provided in a separate contract between CE and BA, and consistent with the requirements of 42 U.S.C. 17936; (ii) not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. Section 17935(a); and (iii) not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C Section 17935 (d)(2); however, this prohibition shall not affect payment by CE to BA for services provided at the direction of CE.

D. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. CE shall notify BA of any limitation(s) in the notice of privacy practices of CE under 45 CFR 164.520, to the extent that such limitation may affect BA's use or disclosure

of PHI.

2. CE shall notify BA of any restriction on the use or disclosure of PHI that CE has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.

E. Termination

1. Material Breach. If either Party (CE or BA) knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of the BAA, or other arrangement, then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the non-breaching Party within the specified time frame, or in the event the breach is reasonably incapable of cure, then the non-breaching Party may do the following: (a) if feasible, terminate the arrangement; or (b) if termination of the arrangement is infeasible, report the issue to the Secretary of the HHS.
2. Obligations of BA Upon Termination.
 - a. Upon termination of this Agreement for any reason, BA shall return to CE (or, if agreed to by CE, destroy) all PHI received from CE, or created, maintained, or received by BA or its agents or subcontractors on behalf of CE, that the BA or its agents or subcontractors still maintain in any form. BA shall retain no copies of the PHI. BA shall certify in writing to CE that such PHI has been destroyed.
 - b. If return or destruction of said PHI is not feasible, as determined by CE, BA shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI other than for those purposes that make the return or destruction of such PHI infeasible.
3. Survival. The obligations of BA under this Section shall survive the termination of this Agreement.

F. Miscellaneous

1. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
2. Assistance in Litigation. BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under this BAA or any other arrangements between CE and BA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy,

except where BA or its subcontractor, employee or agent is named as an adverse party.

3. Indemnification; Limitation of Liability. Business Associate shall defend, indemnify and hold harmless Covered Entity, its parent and subsidiary corporations, officers, directors, employees, and agents from any and all claims, inquiries, investigations, costs, reasonable attorneys' fees, monetary penalties, and damages incurred by Covered Entity to the extent resulting directly or indirectly from any acts or omissions of Business Associate, including without limitation breach of this Agreement by Business Associate.

Covered Entity shall defend, indemnify and hold harmless Business Associate, its parent and subsidiary corporations, officers, directors, employees, and agents from any and all claims, inquiries, investigations, costs, reasonable attorneys' fees, monetary penalties, and damages incurred by Business Associate to the extent resulting directly or indirectly from any acts or omissions of Covered Entity, including without limitation breach of this Agreement by Covered Entity.

This provision shall survive the termination of the BAA.

4. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
5. No Third-Party Beneficiaries. Nothing express or implied in the BAA is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
6. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (a) when delivered personally, against written receipt, (b) if sent by registered or certified mail, return receipt requested, postage prepaid, when received, (c) when received by facsimile transmission, and (d) when delivered by a nationally recognized overnight courier service, prepaid, and shall be sent to the addresses set forth below or at such other address as each party may designate by written notice to the other by following this notice procedure.

- a. Written notice to CE under this BAA shall be addressed to:

Children's Hospital of Orange County
 Attn: Sr. V.P. Strategy and Integration, Chief Strategy Officer
 1201 W. La Veta Avenue
 Orange, CA 92868

Copy to:

Children’s Hospital of Orange County
Attn: Chief Compliance Officer
1201 W. La Veta Avenue
Orange, CA 92868
Phone: (714) 509-3014
Facsimile: (714) 509-4023

b. Written notice to BA under this BAA shall be addressed to:

Mr. Michael Matsuda
Superintendent
AUHSD
501 N. Crescent Way
Anaheim, CA 92811

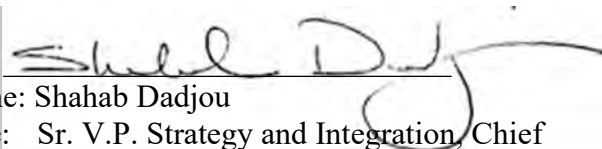
Copy to:

7. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA as of the BAA Effective Date.

COVERED ENTITY:

CHILDREN’S HOSPITAL OF ORANGE COUNTY

By: 
Name: Shahab Dadjou
Title: Sr. V.P. Strategy and Integration, Chief Strategy Officer

BUSINESS ASSOCIATE:

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Name: Jaron Fried, Ed.D
Title: Assistant Superintendent, Education

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

18 th	day of	June	2020
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by and between

Illumination Institute

Independent Contractor, hereinafter referred to as “Consultant” and the Anaheim Union High School District, hereinafter referred to as “District.”

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Illumination Institute will provide professional learning and instructional resources for teachers, administrators, staff, and parents throughout the District. Illumination Institute is a non-profit organization that promotes self-awareness, stress management, and improved concentration through mindfulness techniques. Illumination Institute has developed their own open-sourced, simple and practical mindfulness exercises designed to benefit people of all ages and backgrounds.

Activities to include, but are not be limited to:

- 1) Provide professional development for school teams on how to help students discover self-control, self-awareness, and respect through mindfulness.
- 2) Provide age-appropriate instructional materials that boost self-esteem and foster successful transition to high school or college and career. The lessons for junior high schools teach self-awareness, thoughtfulness, gratitude and confidence, helping students feel supported and grounded, as they transition into their teenage years. The lessons for high school students are specific for young adults, who are preparing for college and facing the challenges of young adult life. Students are asked to imagine the hardships of others, encouraging social-emotional learning, while teachers lead students through in-depth discussions on self-awareness and gratitude.
- 3) Provide training for parents on self-control, self-awareness, as well as how to nurture socioemotional skills through mindfulness.

Site/School:	District Schools	Funds (Cost Center):	LCFF (0009)
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.

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

Date: June 19, 2020

and shall diligently perform as specified and complete performance by:

Date: June 30, 2021

Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

AUHSD staff will provide demographic information as requested for each school.

5. District shall pay Consultant the maximum amount of

\$53,000

for services rendered

to # of people:	School teams of 7 to 15 administrative/teacher leaders	# hours per day:	2-6	# of days:	15
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.
- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

- 8. This AGREEMENT is not assignable without written consent of the parties hereto.
- 9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
- 10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
- 11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

<p>As a result of this AGREEMENT:</p> <ul style="list-style-type: none">1) District and school site initiatives will be integrated and aligned, to result in higher measurable achievement for all students;2) School site understanding, and use of processes and tools, including the Single Plan for Student Achievement, interventions, and professional collaboration and development will focus on the site-specific needs of students and educators;3) Proven protocols will further link school climate to improved student achievement of identified AUHSD target populations, including English learners and students participating in special education;

4) Collaboration within and across content areas will provide student access to, and support of, strategies that build self-esteem and confidence; and,
5) Successful work on real issues at sites will enhance the capacity of the collaborative community of administrators and teachers, in order to transform and sustain the achievement of all students.

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

The consultant is an established expert in the area of mindfulness techniques and has developed specific lessons for junior high school and high school aged students.

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

No technical support will be required.

**COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
- Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
- Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
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Typed Name of consultant (same as page 1):

Illumination Institute	Anaheim Union High School District
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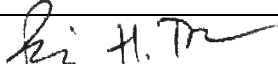
Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Brian Ton, Chief Executive Officer	Dr. Jaron Fried
------------------------------------	-----------------

Authorized Signature:

Signature of Assistant Superintendent:

	
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Street Address:

Street Address:

10061 Talbert Avenue	501 Crescent Way, P.O. Box 3520
----------------------	--

City, State, Zip Code

City, State, Zip Code

Fountain Valley, CA 92708	Anaheim, CA 92803-3520
---------------------------	-------------------------------

Date:

Date:

5/29/2020	
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Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	
Other/Specify:	501 (c) 3

Social Security Number*

or

Federal Identification Number*

	81-2103843
--	------------

*Or, initial below:

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

Telephone Number:


E-mail Address:

(888) 825-9001	brian@illuminationinst.org
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature		Date:	5/29/20
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**AMENDMENT THREE
TO THE CLIENT AGREEMENT FOR DIGITAL CURRICULUM SOLUTIONS BETWEEN
APEX LEARNING INC. AND ANAHEIM UNION HIGH SCHOOL DISTRICT**

This amendment effective on August 21, 2020 (“**Amendment Three**”) shall serve to amend the Client Agreement for Apex Learning Digital Curriculum Solutions with the Effective Date of July 22, 2011 (the “**Agreement**”), as previously amended, between Apex Learning Inc., a Washington corporation, with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 (“**Apex Learning**”) and Anaheim Union High School District with its principal place of business at 501 Crescent Way, Anaheim, CA 92801-5401 (“**Client**”).

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. The terms and conditions of the Agreement remain in full force and effect. In consideration of the covenants and conditions set forth in this Amendment Three and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to further amend the Agreement as follows:

A. Term Extension: The Agreement Term is extended through August 20, 2023.

B. Access to Apex Curriculum:

- Apex Learning will provide Client with 1,800 Courses Unlimited Enrollment Subscriptions from August 21, 2020 through August 20, 2023. Courses subscriptions do not include access to Technology Courses.

Price: \$449,982.00 (\$149,994.00 per 12-month period)

The number of students enrolled at the same time may not exceed the number of subscriptions purchased. Client may purchase additional subscriptions for access during each 12-month period August 21, 2020 through August 20, 2023 at \$83.33 per subscription per period.

C. Professional Services: Apex Learning will deliver one (1) 6-hour onsite session during each 12-month period August 21, 2020 through August 20, 2023.

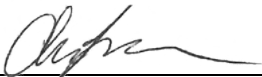
Price: \$6,600.00 (\$2,200.00 per session)

D. Payment Schedule: Apex Learning will invoice Client in the amount of \$152,194.00 on August 20, 2020, August 20, 2021, and August 22, 2022, for a total amount of \$456,582.00.

Agreed.

Apex Learning Inc.

Anaheim Union High School District

By:  _____

By: _____

Print Name: Chuck Lanphier

Print Name: Dr. Jaron Fried

Title: Vice President, Client Services

Title: Assistant Superintendent, Ed. Division

Date: June 4, 2020

Date: June 19, 2020

License and Purchase Agreement between Carnegie Learning Inc. and Anaheim Union High School District

Carnegie Learning, Inc. is a leading publisher of innovative, research-based math curricula for middle school, high school, and post-secondary students. We help students succeed in math, creating a gateway to graduation and preparing them for 21st century careers.

Partnering with educators for continued success, Carnegie Learning is working side-by-side with hundreds of schools and districts implementing our curricula, and we are dedicated to partnering with you to increase teacher effectiveness and student achievement in mathematics. Our goal is to support your team of teachers, coaches and leaders to obtain the results your students deserve.

- This agreement, dated May 26, 2020 is made by and between Carnegie Learning, Inc. (the "Company"), located at 501 Grant Street, Pittsburgh, PA, 15219 and Anaheim Union High School District, located at 501 N. Crescent Way, Anaheim, CA 92801 ("Client").
 1. **Materials to be provided.** The company will provide Carnegie Learning's blended Middle School and High School Math Solution, including consumable textbooks and MATHia software for 21,000 to Client in accordance with the terms and conditions set forth in this Agreement. The specific services to be provided shall be selected and agreed upon jointly by Company and Client.
 2. **Term of Agreement.** This Agreement will begin July, 1, 2020 and conclude June 30, 2023
 3. **Responsibilities of Company.** Materials will be rendered according to the agreed upon **Exhibit A**.
 4. **Contracting outside Company Agreement.** Contracting with any Company employee or assign independently is forbidden.
 5. **Pricing:** As part of Ed Code 60600-6060, Carnegie Learning agrees to:
 - a. Charge no more for instructional materials offered for sale in other states (Most Favored Nations Clause) that is offered in California
 - b. Reduce the price if prices are reduced in other states for the same program.
 - c. Provide gratis items equally and free of charge that is offered as gratis to any other state or school district in the United States.

- d. Guarantee that all copies sold in California equal the quality of copies sold in other states and are kept revised, free from all errors, and up to date as required by the California State Board of Education.
- e. Must not engage in restraint of trade, or enter into any understanding or agreement to attempt to control prices or restrict competition.
- f. Must retain representation in California to receive and fill orders.
- g. Provide the district with computer files to ensure access and modification of materials for students with disabilities (e.g. hearing and visual).

6. Delivery. All materials are to be delivered by July 31st for each year of the agreement provided customer provides timely shipping and quantity information.

7. Data Compliance: Per CSDPA guidelines, please see exhibit D

8. Payment and Terms.

- a. Purchased Materials. Payment of the purchase price for the Purchased Materials shall be subject to receipt of an invoice from Licensor at the price described in **Exhibit B**

Electronic Signatures

This Agreement and related documents may be signed in counterparts, and may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party’s acceptance will be deemed binding on the Parties. Computer maintained records of the Statement of Work and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

IN WITNESS WHEREOF, each party has read and agrees to be legally bound by this Agreement, and has caused this Agreement to be executed by their duly authorized representative below as of the Effective Date written above.

Anaheim Union High School District

By: _____
 Name: Dr. Jaron Fried
 Title: Assistant Superintendent, Ed. Division
 Date: 6/19/20

Carnegie Learning

By: Julie Katruska
 Name: Julie Katruska
 Title: CFO
 Date: 05/22/2020

EXHIBIT A – LICENSOR CONTENT

Pricing - Materials

The following is based on the above-mentioned timeline, as well as the following district demographics:

- 21,000 students
 - 8000 @ Junior High School
 - 13000 @ High School

Materials include:

ITEM	DESCRIPTION	TERM	UNITS	INCLUDED
MATHia Student License	MATHia per student license	3 YRS	21,000	Included
SOFTWARE TOTAL				\$990,360.00

ITEM	DESCRIPTION	TERM	UNITS	INCLUDED
Print Student Edition	Student Edition Textbook (SE) plus online access to SE	3 YRS	21,000	Included
TEXTBOOK TOTAL				\$1,130,850.00

SUBTOTAL:	\$2,121,210.00
SHIPPING AND HANDLING:	\$33,925.50
STATE SALES TAX:	\$87,640.88
TOTAL:	\$2,242,776.38

EXHIBIT B – FEES

Cost for three-year implementation including instructional materials, software licenses, and sales tax **\$2,208,850**

Cost for shipping & handling: **\$33,925.50**

Full order amount: **\$2,242,776.38**

EXHIBIT C – Payment Schedule

This constitutes an agreement between licensor and Anaheim Union High School District, whereby Anaheim Union High School District agrees to purchase products per the terms of this contract.

Purchasing Agent understands that this is a legally binding contract and certifies that they are authorized to act and sign on behalf of Anaheim Union High School District. This contract constitutes Anaheim Union High School Districts’ agreement to the terms and conditions as outlined in the contract. No change to or modification of this order shall be binding unless agreed to by both parties in writing.

Anaheim Union High School District agrees to pay full amount listed below and per the terms of EXHIBIT B. In the event of any dispute, chargeback transaction, refusal of shipment, or unpaid balance, CUSTOMER shall be liable for applicable collection fees, court costs, and attorney’s fees to the extent the Pennsylvania law will cover.

Payment Schedule:

Carnegie Learning will generate one invoice upon receipt of signed agreement. Carnegie Learning will not generate additional invoices reflecting future payments. Anaheim Union High School District is responsible for remitting future payments as outlined in this agreement.

Payment 1: To be paid 30 days following invoice. Total amount of payment 1: \$828,636.38

Payment 2: To be paid on or before July 31, 2022. Total amount of payment 2: \$707,070

Payment 3: To be paid on or before July 31, 2022. Total amount of payment 2: \$707,070

Termination Penalty: If agreement is terminated before end of the contract term, CUSTOMER is responsible for all materials and services provided as well as an early termination penalty \$40,000

Carnegie Learning Inc. Account Executive:
Phone number: 949-632-4503

Name: David Ware
Email: dware@carnegielearning.com

Both customer signatures are required below.

CUSTOMER PURCHASING AGENT AUTHORIZATION:

I have read and agree to be bound by the terms and conditions as outlined above. I am authorized to encumber the school district for this purchase.

Print Name: Brad Minami

Title: Director, Purchasing & Central Services School District: Anaheim Union High School District

Authorized Signature: _____

Date: 6/19/20 Phone number: 714-999-3602

CUSTOMER FINANCE DEPARTMENT AUTHORIZATION:

I have read and agree to be bound by the terms and conditions as outlined above. I am authorized to encumber the school district for this purchase.

Print Name: Karen Orr

Title: Controller

Authorized Signature: _____

Date: 6/19/20 Phone number: 714-999-3589

SELLER: Carnegie Learning Approvals:

Julie Katruska, CFO *Julie Katruska* Date: 5/26/2020

CALIFORNIA STUDENT DATA PRIVACY
AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Anaheim Union High School District

AND

Provider:

Carnegie Learning. Inc

Date:

May 22, 2020

This California Student Data Privacy Agreement (.DPA”) is entered into by and between the Anaheim Union High School District

(hereinafter referred to as “LEA”) and Carnegie Learning. Inc (hereinafter referred to as “Provider”) on May 22, 2020 . The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated (“Service Agreement”); and

May 22, 2020

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (“SOPIPA”) found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit “A” hereto:
3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit “B”.
4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA’s request for Student Data in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit “A”, Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Student Data” form, a copy of which is attached hereto as Exhibit “D”. Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.
 - a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA’s request to transfer data to a separate account, pursuant to Article II, section 3, above.
 - b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.
6. **Advertising Prohibition**. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit “F” hereto. These measures shall include, but are not limited to:

- a. Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA’s designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider’s Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
- b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. At LEA’s discretion, the security breach notification may also include any of the following:
 - i. Information about what the agency has done to protect individuals whose information has been breached.
 - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .
2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Joseph Carmona
Title: Director, Special Programs

Contact Information:
714-999-3579

The designated representative for the Provider for this Agreement is:

Name: Joseph Carmona
Title: Director, Special Programs

Contact Information:
714-999-3579

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Maribel Melena
Title: Executive Assistant, Education Division

Contact Information:
melena_ma@auhsd.us
714-999-3557

6. Entire Agreement. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority**. Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **Successors Bound**. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Carnegie Learning, Inc

BY: PA / Jm Date: 5.22.20

Printed Name: Peter Lalasse Title/Position: CPO

Local Education Agency: Anaheim Union High School District

BY: _____ Date: 6/19/20

Printed Name: Dr. Jaron Fried Title/Position: Assistant Superintendent, Ed. Division

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

EXHIBIT “B”

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	
	Other application technology meta data- Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
Enrollment	Other demographic information- Please specify:	
	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information- Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID	X

	number	
	State ID number	X
	Provider/App assigned student ID number	x
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	x
	Other student	

EXHIBIT YYY

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time _____.
 *Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

EXHIBIT “C”

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology (“NIST”) Special Publication Digital Authentication Guideline.

Operator: The term “Operator” means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term “Operator” is replaced by the term “Provider.” This term shall encompass the term “Third Party,” as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Student Personal Information: "Student Personal Information" means information collected through a school service that personally identifies an individual student or other information collected and maintained about an individual student that is linked to information that identifies an individual student, as identified by Washington Compact Provision 28A.604.010. For purposes of this DPA, Student Personal Information is referred to as Student Data.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT “D”

DIRECTIVE FOR DISPOSITION OF DATA

Anaheim Union High School District directs Carnegie Learning, Inc to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

<p><u>Extent of Disposition</u></p> <p>Disposition shall be:</p>	<p>_____ Partial. The categories of data to be disposed of are as follows:</p> <p>_____ Complete. Disposition extends to all categories of data.</p>
<p><u>Nature of Disposition</u></p> <p>Disposition shall be by:</p>	<p>_____ Destruction or deletion of data.</p> <p>_____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.</p>
<p><u>Timing of Disposition</u></p> <p>Data shall be disposed of by the following date:</p>	<p>_____ As soon as commercially practicable</p> <p>_____ By (Insert Date) _____</p>

Authorized Representative of LEA

Date

5.22.20

Verification of Disposition of Data
by Authorized Representative of Provider

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Anaheim Union High and which is dated May 22, 2020 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Carnegie Learning, Inc

BY: Peter LaCasse

Date: 3.22.20

Printed Name: Peter LaCasse

Title/Position: CPO

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: _____

Date: 6/19/20

Printed Name: Dr. Jaron Fried

Title/Position: Assistant Superintendent, Ed. Division

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: _____

Title: _____

Email Address: _____

EXHIBIT “F” DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

Instructional Materials Submitted for Display

Thursday, June 18, 2020

June 19, 2020-July 16, 2020

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Career Technical Education	Basic	Advanced Graphic Communication (#9392)	9-12	<i>Graphic Design</i>	Cengage Learning
Dual Enrollment	Basic	College Writing Preparation (#TBD)	11-12	<i>Evergreen: A Guide to Writing with Readings</i>	Cengage Learning
Dual Enrollment	Basic	College Writing Preparation (#TBD)	11-12	<i>The Other Wes Moore: One Name, Two Fates</i>	Spiegel & Grau
Dual Enrollment	Basic	College Writing Preparation (#TBD)	11-12	<i>The Power of Habit: Why We Do What We Do In Life and Business</i>	Random House Publishing Group
English	Suppl.	English 3 Honors (#1550)	11-12	<i>As I Lay Dying</i>	Vintage Books
English	Suppl.	IB HL Literature (#1556, #1558)	11-12	<i>Blind Willow, Sleeping Women: 24 Stories</i>	Vintage
English	Suppl.	English 8/English HP (#1350, #1355)	8	<i>We Beat The Street: How a Friendship Pact Led to Success</i>	Penguin Group
English	Suppl.	English 8/English HP (#1350, #1355)	8	<i>Turning 15 on the Road to Freedom</i>	Dial Books
Social Science	Suppl.	United States History & Geography (#2470)	8	<i>Battle Lines: A Graphic History of the Civil War</i>	Hill & Wang

EXHIBIT ZZZ

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Social Science	Basic	Economics (#2730)	12	<i>Economics California: Principles in Action</i>	Prentice Hall
Social Science	Basic	Principles of American Democracy (#2680)	12	<i>Impact: Principles of American Democracy</i>	McGraw Hill

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Residential School Year 2019-2020**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	RESIDENTIAL SCHOOL	TOTAL CONTRACT COST*
1920 – 230	7/08/2005	9	6/18/2020	Cinnamon Hills	\$200,000.00
1920 – 233	10/28/2002	12	6/18/2020	CARE Youth Corp	\$180,000.00

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the “Agreement”) is made this 1st day of July, 2020, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the “Law Firm,” and ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter referred to as “District.”

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District’s behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2020, through June 30, 2021. For the period July 1, 2020, through June 30, 2021, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$295.00
Partners/Senior Counsel	\$275.00
Senior Associates	\$270.00
Associates	\$265.00
Non-Legal Consultants	\$210.00
Senior Paralegals/Law Clerks	\$170.00
Paralegals/Legal Assistants	\$165.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration

or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. IDENTIFICATION OF INSURANCE COVERAGE

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the District agrees that it is its own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure it. If the District desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between the District and the Law Firm to that effect will be required.

X. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

XI. DURATION

This Agreement shall be effective July 1, 2020, through June 30, 2021, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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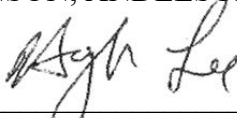
XII. EXECUTION DATE

This Agreement is entered into this 18 day of June, 2020.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: June 2, 2020

By: 
HUGH W. LEE

“District”

ANAHEIM UNION HIGH SCHOOL DISTRICT

Dated: _____

By: _____

ATTORNEY - CLIENT RETAINER AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade APC ("Attorneys"), agree to provide legal services to Anaheim Union High School District, (the "District") on the terms set forth below:

1. **SCOPE OF SERVICES:** The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific litigation as instructed and we will provide research and advice of specific issues as requested by the Superintendent, or the President of the Board.

We will provide all legal services reasonably requested to represent the District's interest.

2. **CLIENT'S DUTIES:** The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

3. **LEGAL FEES:** The District agrees to pay for legal services as follows:

- (a) Paralegal services at \$80.00 per hour;
- (b) Associate attorneys' time at \$190.00 per hour; and
- (c) Senior Counsel/Partner's time at \$200.00 per hour.

No fee will be charged for general clerical or secretarial services.

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within thirty (30) days. Interest at the rate of 10% may be charged on any unpaid balance.

4. **COSTS:** All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at \$.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

5. **NEGOTIATION OF FEES:** Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

6. **ARBITRATION CLAUSE:** Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) 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 legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the 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. Law Firm 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. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200 et seq.

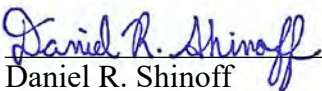
7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall be effective for the period of July 1, 2020 through June 30, 2021.

DATED: _____, 2020 ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Michael Matsuda, Superintendent

DATED: May 27, 2020 ARTIANO SHINOFF ABED BLUMENFELD
CARELLI SLEETH & WADE APC

By:  _____
Daniel R. Shinoff

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

EDUCATIONAL CONSULTING AGREEMENT

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

18th	day of	June 2020	
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by and between

Monjaras & Wismeyer Group, Inc.

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

WHEREAS the District is in need of special services and advice:

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

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

WHEREAS such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Steve Monjaras, consultant, will provide development of essential function job analyses, facilitate accommodation meetings and manage return to work program.

Site/School:	As needed	Funds (Cost Center):	General Funds (1040)
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2. List of Other Supportive Staff or Consultants:

Regina De La Rosa, as needed.

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

Date:	July 1, 2020
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2021
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Consultant shall perform said services as an independent contractor calling and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

- 4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Human Resource personnel will provide job descriptions and other relevant information to setup and facilitate meetings with staff requiring accommodation.

- 5. District shall pay Consultant the maximum amount of

\$10,000

for services rendered

to # of people:	As needed	# hours per day:	As needed	# of days:	As needed
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

- 6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
- 7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

- 8. This AGREEMENT is not assignable without written consent of the parties hereto.
- 9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
- 10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
- 11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

This agreement will improve the management of the District's return to work program and ensure proper documentation of the rights of employees and the District.

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

Consultant has unique knowledge and experience with the laws that govern the return to work program.

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

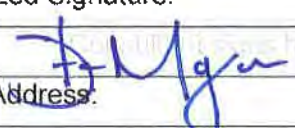
none

**COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
- Hires, directs, pays assistants
 - Has equipment, facilities
 - Has a continuing and recurring liability
 - Performs specific jobs for prices agreed-upon in advance
 - Lists services in Business Directory
 - Other (explain) _____
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
- Maintains an office
 - Business license
 - Business signs
 - Advertises services
 - Lists services in Business Directory
 - Other (explain) _____
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
Typed Name: Steve Monjaras, President	Brad Jackson, Human Resources
Monjaras & Wismeyer Group, Inc.	Anaheim Union High School District
Authorized Signature:	Signature of Assistant Superintendent:
	
Street Address:	Street Address:
2201 East Willow Street, Suite #D189	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	City, State, Zip Code
Signal Hill, CA 90755	Anaheim, CA 92803-3520
Date:	Date:
<i>May 27, 2020</i>	

Mark Appropriately:

Independent/Sole Proprietor:	Yes		No	X
Corporation:	Yes	X	No	
Partnership:	Yes		No	X
Other/Specify:				

Social Security Number or Federal Identification Number

	20-2210968
--	------------

Telephone Number: E-mail Address:

(877) 984-7969	steve@gortw.com
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If a corporation is being approved, the signature must be that of a responsible person. Typed corporation name must be identical to that on front page.

If an individual consultant, signature must match name on front page.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:	Date:
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Wellness Programs for Anaheim Union High School District 2020-2022

Healthy Adventures Foundation

Wendy Hileman, Ph.D., MPH, MSW, MS
(619) 840-4386 cell
619-466-4386 x110 office
wendy@healthyadventuresfoundation.org
www.healthyadventuresfoundation.org



Anaheim Union High School District 2020-2022

Organizational Qualifications

Who is Healthy Adventures Foundation

Healthy Adventures Foundation (501)(c)(3) has been around since 1997, formerly as a for profit organization. We are unique since we are a non-profit wellness company, driven by mission instead of profit. We have been actively engaged in research since 2006, as a primary researcher and as associate researchers in several projects with California Schools VEBA, UnitedHealthcare, and the Rand Corporation in genetic testing and lifestyle markers, type II diabetes, and wellness participation variances based on neighborhood and workplace income assumptions based in zip (where you live and work matters to your health outcomes).

We are a well-rounded wellness company that uses evidence-based practices for a variety of target audiences: organizations, employees, communities, groups, and youth. We are a full-service, high-touch wellness company. We are willing to try new things and to think outside the box to meet our client's needs.

Healthy Adventures Foundation History

We currently serve wellness programs to more than 100 organizations, primarily in schools, non-profits, for-profit corporations, public sector, and youth-based. We have organizational clients in four states. In California, we are mostly in Southern California but currently have reach in several counties.

Healthy Adventures Foundation's Capabilities

Location

We have an office in Escondido (close to Riverside County).

Support

We currently offer wellness consulting, which is important for an adequate needs assessment, program planning, development, implementation, and evaluation. We also support the development of wellness champions within the organization, can provide training on what it means to be a wellness champion and provide on-going support to those champions.

We offer a wide vary of wellness services for the organizations and their employees (spouses and dependents can also be included, if desired):

- On-site, phone, or a variety of platform options
 - health coaching (in-person, usually at work site or our office; telephone with email follow-up; electronic face-to-face through on-line platforms; group sessions, usually at work; or theme-based group track coaching),
 - wellness workshops,
 - healthy cooking classes,

- exercise classes,
 - train-the-trainer, staff development workshops,
 - speakers for special engagements or events (conferences, etc.),
 - client-based wellness (for the clients/patients that the organization serves)
 - on-site health screenings with immediate results and health coaching
 - on-site fitness testing
 - on-site assistance to complete health risk assessments
- On-line or remotely
 - online health tools (health risk assessments with outreach for identified risk, tracking tools, health calculators, rewards store/incentive management, wellness challenge registrations, and health coaching application/qualification quiz),
 - wellness competitions or challenges,
 - wellness rewards and incentive programs
 - wellness marketing: newsletters and communication emails/flyers
 - able to integrate, supplement, and promote other vendors' services that are already in-place (EAP, Best Doctors, Carrier wellness services that are available) as part of the total wellness package

Flexible and Adaptable

We understand that situations change and that sometimes plans need to be shaken up for a variety of reasons: new situations, change in funding, new locations, change in leadership with a different vision, etc.

Innovative

We specialize in healthy programming, employee wellness, health coaching, adult and youth lifestyle programs, healthy cooking classes, gardening, grant writing, program development, and more.

Our staff receives continuing education funding and training throughout their employment with Healthy Adventures Foundation, keeping them current with the latest research and best practices with wellness service delivery.

We also have partnered with many of our non-profit based partner organizations and organizational clients on new pilot programs, grant-funded projects, and research to offer new wellness options, test out new program, and to be more of a partner in wellness, instead of just another wellness vendor. Over the years, we have brought in about \$400,000 in grant funds that provided services, resources, and incentives to our partner organizations.

Healthy Adventures Foundation's Approach

Get to know the organization and who their employees are, as it is important to learn about their job and how it impacts their perceived ability to be health. We have embraced one of the key social work principles – which is to start where the client is, this includes the organizational client. It doesn't really make sense to offer exercise to someone who is intimidated or hates exercise. You need to start earlier in the process to start to change the way they think about

exercise first! This does not always provide the fittest or healthiest employees initially; however, it is critical in creating opportunities for actual long-term changes and activating the client towards actionable change.

We believe that health and wellness efforts need to follow the Ecological Model of Health, which is to change policies, the environment, the culture and the individual in health and wellness strategies. This means efforts will not create sustainable change unless efforts and support comes from top down, from the bottom up and from sides, as well.

There is no cookie cutter formula for wellness. Each organization is different, every employee is different and every situation is different. You have to take some time getting to know the organization, their employees and to understand their current and future needs. Wellness strategies need to adapt to the client, not the other way around.

Staff Qualifications

Our staff is highly skilled, with degrees in public health, social work, physical education, kinesiology, and nutrition, with a variety of expertise, education, experiences, and certifications.

Staff is provided with annual continuing education reimbursement funding, on-going training workshops, certification opportunities, flexible work schedules with employees who choose to go back to school or are currently working towards a higher educational degree, community-based training, intensive training schedules during the holidays (when we tend to be slow), and research opportunities for our graduate student employees and graduate student interns.

Program Goals

The Anaheim Union High School District 2020-2022 overall goal is to create a healthier workforce among all the organizational membership and their employees. The program aims to educate, engage and empower approximately 2700 employees to make healthy lifestyle choices, which impacts their mental and physical well-being. Helping professionals are particularly vulnerable to health risks due to the nature of what they do and potential exposure, stress, and healthcare associated infections.

Healthier employees tend to have higher productivity rates, lower absenteeism, higher life satisfaction, lower morbidity and mortality, lower health care utilization, and lower worker compensation claim incidences and costs per incidence. We want to educate staff on ways they can influence their health, which assists them in knowing that they can make a difference in how they feel and to feel confident in taking charge of their nutrition, physical activity, and overall health in a proactive, coordinated, and cost-effective manner.

SERVICES AGREEMENT

This Services Agreement, including all Attachments and Exhibits, (collectively referred to as the "Agreement") is made and entered into on July 1, 2020 ("Effective Date") by and between Healthy Adventures Foundation, a California non-profit corporation, with offices at 333 South Ivy Street, Escondido, CA 92025. Healthy Adventures Foundation and Client may individually be referred to as the "party" or collectively as "the Parties".

WHEREAS, Healthy Adventures Foundation is in the business of providing incentive fulfillment services; and

WHEREAS, Client desires to engage Healthy Adventures Foundation for the provision of incentive fulfillment services;

NOW THEREFORE, in consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 **Definitions.** Unless otherwise specifically provided, the capitalized terms used in this Agreement shall have the meanings set forth in Attachment A-Healthy Adventures Foundation Service Specifications- attached hereto and incorporated by reference.

ARTICLE 2: RESPONSIBILITIES OF HEALTHY ADVENTURES FOUNDATION

2.1 **Services.** Healthy Adventures Foundation shall provide wellness services ("Services") for Client subject to the terms of the Healthy Adventures Foundation Service Specifications attached hereto as Attachment A and as specified throughout this Agreement. Unless otherwise specified, Services and related deliverables are provided in English only.

2.2 **Insurance.** Healthy Adventures Foundation shall maintain at its sole expense valid policies of (a) workers compensation insurance, (b) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, and (c) professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate during the term of this Agreement.

2.3 **Healthy Adventures Foundation Personnel.** All Personnel provided by Healthy Adventures Foundation shall be employees or contractors of Healthy Adventures Foundation or its operating subsidiaries, and not of Client.

2.4 **Reporting.** Healthy Adventures Foundation shall provide Client with relevant de-identified and aggregate reporting regarding Services as specified in the Service Specifications. Unless otherwise specified or unless reporting available on-demand by Client, reporting shall be

provided at the end of the Program Year. Client may request additional reports and if Healthy Adventures Foundation is able to provide such reports, additional fees may apply and shall be agreed by the parties in advance of the production of same.

ARTICLE 3: BILLING AND COMPENSATION

3.1 **Compensation.** In consideration of the Services under this Agreement, Client shall pay Healthy Adventures Foundation undisputed fees and expenses as set forth in the Billing and Payment Schedule attached hereto as Attachment A. All billing cycles shall begin on the first of the month. Electronic invoices for all payments shall be presented to Client within one month of the delivery of Services and unless otherwise specified in this Agreement, payment for Services shall be due within thirty (30) days of the date of the invoice. Notwithstanding the provisions of the Billing and Payment Schedule, payments not received within thirty (30) days of the date of the invoice will accumulate interest, until paid, at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance, equal to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less. If Client's account is more than 90 days past due, in addition to other rights and remedies it may have, Healthy Adventures Foundation, without liability to Client, reserves the right to suspend Services until the past due undisputed amount is paid in full.

3.2 **Expenses.** Unless otherwise explicitly provided in the Agreement, travel, expenses, and sales and other state taxes are not included in the Services.

3.3. **Billing Contact.**

Name of person to receive invoices:

Name: Liliana Carrillo

Title: Coordinator, Wellness Program

Phone number: 714-999-1512

Email address: carrillo_l@auhsd.us

Billing address: 501 N. Crescent Way, Anaheim, CA 92801

ARTICLE 4: RESPONSIBILITIES OF CLIENT

4.1 **Fulfillment.** The process of preparing to deliver Services under this Agreement is referred to as the "Fulfillment" process. Client shall designate a "Fulfillment Coordinator" to work with the designated staff at Healthy Adventures Foundation.

4.2 **Fulfilment File.** Client understands that a Fulfilment File containing the required data for all employees to have access to the online portal: first name, last name, work email address. This file will be in an excel spreadsheet or .csv file. In addition, any onsite activities scheduled must include dates and time, target locations to receive services, and a point person for each location with their specific phone number and email address necessary for the performance of Services and agrees to the following:

4.2.1 Client will provide the Fulfillment File in accordance with Healthy Adventures Foundation's Specifications no later than fifteen (30) days prior to the fulfillment period. Permits will need to be pulled for each location and must be submitted no later than 30 days prior and includes the information required for any fingerstick testing: address, phone number, date, day of the week, start/end times, and a contact person (name, phone, email).

4.2.2 Client is responsible for identifying and notifying Healthy Adventures Foundation of any changes at least 5 days prior to event days and will be charged for any changes that must be made to permits that have already been submitted.

4.3 Notice of Privacy Practices. Healthy Adventures Foundation will provide a Release of Information in compliance with the applicable sections of the Health Insurance Portability and Accountability Act ("HIPAA"). Only participants with signed Release of Information forms will be included in any shared data. Client must provide information as to which organizations are authorized to receive identified information 30 days prior to the first date of events. All reports provided to the Client will be in aggregate and de-identified form only. Identified data will not be shared with the district or any of its employees. An example of an appropriate share would be the healthcare carrier group for a shared wellness effort.

ARTICLE 5: TERM

5.1 Term. The Initial Term of this Agreement shall be from the Effective Date of this Agreement and shall continue for a period of two (2) years or until the fulfillment of services is complete.

5.2 Termination. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be terminated:

5.2.1 by either Party, upon written notice to the other, if the other Party (the "Defaulting Party") shall materially breach any obligation or covenant of the Defaulting Party hereunder and if such breach shall remain uncured for thirty (30) days following notice of such breach given by the non-Defaulting Party to the Defaulting Party.

5.2.2 immediately and automatically upon the filing of a voluntary or involuntary petition for reorganization or bankruptcy by or against a party.

5.2.3 at the discretion of Healthy Adventures Foundation if Client is more than ninety (90) days past due on payments owed to Healthy Adventures Foundation under this Agreement and subject to the terms of paragraph 8.7 of this Agreement.

5.2.4 by Client, upon 30 days advance written notice to Healthy Adventures Foundation, if sufficient funds are not allocated by the appropriating government agency or agencies. The terms of this Agreement, and the services to be provided under it, are contingent upon the approval of funds by the appropriating government agency or agencies, whose

appropriations. Nothing in this section limits or otherwise affects the right of Healthy Adventures Foundation to inspect public records under the California Public Records Act.

5.3 Rights of the Parties. Termination or expiration of this Agreement shall not alter or impair any rights of either Party accrued under this Agreement through the date of termination or expiration.

ARTICLE 6: CONFIDENTIALITY

6.1 Confidential Information. All written, electronic, or oral proprietary or confidential information or documentation received by a party hereto (the "Receiving Party") from the other party or trade secrets of the other party (the "Disclosing Party") shall be deemed to be the Disclosing Party's proprietary and confidential information ("Confidential Information") including information disclosed prior to the effective date of this Agreement but disclosed in anticipation of its execution or the services contemplated herein. Confidential Information includes any and all information, know-how, and data, technical or non-technical, whether written, graphic, or oral, furnished by either party or on its behalf, to the other, that is confidential and proprietary or is treated as such by the Disclosing Party and shall include without limitation (i) content contained in or derived from Healthy Adventures Foundation website, including all source code, object code, executable formats, files, modifications, processes, and any and all derivative works of Healthy Adventures Foundation website); (ii) financial information, pricing Information, trade secrets, intellectual property, ideas, concepts, designs, research and technical information, business and operational policies, processes, procedures and strategies, business plans, and system design and operating specifications; (iii) other information disclosed in writing by the Disclosing Party and marked as proprietary, confidential, or with a similar designation; (iv) other information disclosed in writing that the Disclosing Party, within thirty (30) days of disclosure, specifies in writing as being Confidential Information; and (v) other information disclosed orally or not in a tangible medium of expression that the Disclosing Party, within thirty days of disclosure, describes and specifies in writing as being Confidential Information. Confidential Information does not include information which, at the time of its disclosure, is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise through no action or fault of the receiving party. The parties agree and covenant as follows:

6.1.1 Ownership. All Confidential Information furnished, disclosed or exchanged is and shall be considered for all purposes to be the property of the Disclosing Party.

6.1.2 Disclosure. The Receiving Party shall comply with this Article 6 using at least the same degree of care as used to protect its own important confidential or proprietary information, but in any case using no less than a reasonable degree of care. The Receiving Party may disclose the Disclosing Party's Confidential Information to its and its affiliates' employees and independent contractors who have a need to know such information and who agree to protect the Confidential Information from unauthorized use and disclosure under standard provisions of employment or under the terms of a written agreement containing restrictive covenants at least as restrictive as those set forth herein.

The terms and conditions of this Agreement shall be considered the Confidential Information of both parties. Confidential Information shall not include material, data or information which is known to the Receiving Party prior to the disclosure by the Disclosing Party, which is generally available to the public or in the industry, or which has been obtained from a third party (which, to the Receiving Party's knowledge, has a right to disclose the same). Except as contemplated by or required to perform its obligations under this Agreement, the Receiving Party shall not, either directly or indirectly, use or disclose to any third party any Confidential Information without the prior written consent of the Disclosing Party. The Receiving Party may disclose Confidential Information:

- (i) as required by any court or other governmental body (provided it shall give the Disclosing Party prompt notice, prior to the disclosure, so that the Disclosing Party may take steps to oppose such disclosure);
- (ii) as otherwise required by law;
- (iii) to legal counsel of the parties;
- (iv) in connection with the requirements of an initial public offering or securities tiling;
- (v) in confidence, to accountants, banks, and financing sources and their advisors;
- (vi) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or
- (vii) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

6.1.3 Survival. The provisions of this section shall survive termination of the Agreement.

ARTICLE 7: GENERAL TERMS

7.1 Independent Contractors. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Additionally, under no circumstances shall the employees, agents, or subcontractors of one party be considered employees or agents of the other party.

7.2 Non-Solicitation of Personnel. From the date hereof until one (1) year following the termination of this Agreement, the parties agree that they will not engage in any activities that would cause either party's personnel to leave the employment of the other, without the prior written consent of the other party, that includes but is not limited to: (i) directly soliciting or employing for full-time or part-time work with the other party or on behalf of a third-party or, (ii) soliciting or accepting employment applications directly or from a third-party from the other party's personnel. If it appears that one party is (or threatens to be) in violation of this covenant, the other party shall be entitled to injunctive relief to restrain the first party from further violation. Neither party shall be prohibited by this provision from pursuing other remedies, including a claim for losses and damages, or termination of this Agreement for cause.

7.3 Service Modification. Healthy Adventures Foundation reserves the right to make modifications to the Services outlined below for the express purpose of continuously improving the effectiveness and or efficiency of the Services. Healthy Adventures Foundation will provide advance written notice to Client of any material modifications where feasible.

7.4 Compliance with Laws. Healthy Adventures Foundation agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal or state laws, rules and regulations.

7.5 Indemnification. Healthy Adventures Foundation agrees to indemnify and hold harmless Client, and its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties determined to have arisen out of, the negligent acts or omissions of Healthy Adventures Foundation, its directors, officers, employees or agents in providing services under this Agreement. Client agrees to indemnify and hold harmless Healthy Adventures Foundation, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them by third parties determined to have arisen out of the negligent acts or omissions of Client, its directors, officers, employees, contractors or agents under this Agreement. The parties agree to provide prompt written notice to the other party of any claim or circumstance that likely will give rise to a request for indemnification.

7.6 Limitation of Liability. Neither Healthy Adventures Foundation nor Client will be responsible for special, indirect, incidental, punitive, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement, whether in contract, tort, or otherwise, however caused, even if such party has been advised of the possibility of such damages. Notwithstanding the foregoing, in the event of a default by Client of any of the provisions of this Agreement, Healthy Adventures Foundation, without limiting any other remedies provided for In this Agreement, at law or in equity, shall be entitled to immediately accelerate and recover any and all amounts then due or to become due from Client pursuant to the provisions of this Agreement during the remaining term of this Agreement.

7.7 Applicable Law. The validity of this Agreement and any of its terms and provisions or the parties' rights and duties shall be interpreted and enforced in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal or state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all jurisdictional defenses thereto.

7.8 Mediation. If any dispute arises out of or relates to this Agreement, including any dispute by and between Healthy Adventures Foundation and Client and, if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. The mediation shall be conducted in a mutually agreed upon location with a mediator who is agreeable to each of the parties to the dispute. The mediation shall be conducted in accordance with the mediator's rules. The fees, costs and expenses of the

mediation will be borne equally by the parties. Each party will also bear the fees and expenses of its own counsel. This mediation clause shall survive the termination of this Agreement.

7.9 Attorneys' Fees. In the event mediation is unsuccessful, if either party is then required to obtain legal assistance to enforce its rights under this Agreement, or to collect any monies due hereunder, the prevailing party shall be entitled to recover from the other party, in addition to all other sums due, reasonable attorneys' fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

7.10 Force Majeure. Neither Client nor Healthy Adventures Foundation shall be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Without limitation, such acts may include acts of Nature, civil or military authority, terrorists, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, or other events beyond the Parties' control. If a party's non-performance under this section extends for thirty (30) days or longer, the party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other party.

7.11 No Waiver. The failure of either party hereto to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

7.12 Assignment. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, except that a merger, acquisition, change in control, change of ownership or a majority interest, or the sale of a significant portion of the assets of either party shall not constitute an assignment or delegation hereunder. Notwithstanding the foregoing, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any party other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to the successors and assigns of either party permitted under the first sentence of this section.

7.13 No Third Party Beneficiaries. Healthy Adventures Foundation and Client intend that this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

7.14 Notices. Any notice or demand required under this Agreement, other than rate adjustment or renewal notices, will be in writing, will be personally served or sent by certified mail, return receipt requested and postage prepaid, or by a recognized overnight carrier which provides proof of receipt, and will be sent to the attention of person(s) at the address specified below Rate

adjustment notices or renewal notices may be provided by standard commercial means, including e-mail or facsimile transmission.

Invoices shall be submitted to Liliana Carrillo, Coordinator, Wellness Program; payments to go directly to Healthy Adventures Foundation.

7.15 Headings. The headings of the sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

7.16 Severability. In the event that one or more provision of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

7.17 Entire Contract; Counterparts. This Agreement and the Schedules, Attachments and Exhibits hereto constitute the entire contract between Client and Healthy Adventures Foundation regarding the Services to be provided hereunder. Any agreements, promises, proposals, negotiations, or representations (whether written, oral, express, or implied) which are not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties. The parties acknowledge and agree that the execution and delivery of this Agreement by facsimile or e-mail transmission shall be valid and binding.

Attachment(s): Attachment A-Healthy Adventures Foundation Service Specifications

IN WITNESS WHEREOF, by placing their duly authorized signatures below, the Parties hereby agree to be bound by the terms and conditions of this Agreement as of the Effective Date.


FOR ANAHEIM UNION HIGH SCHOOL DISTRICT:

Brad Jackson
Assistant Superintendent, Human Resources
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801
714-999-0816
jackson_b@auhsd.us
www.auhsd.us

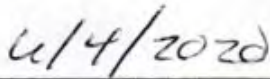
Signature

Date

FOR HEALTHY ADVENTURES:



Signature
Wendy Hileman, Ph.D., MPH, MSW, MS
Chief Executive and Financial Officer
Healthy Adventures Foundation
333 South Ivy Street, Escondido, CA 92025
619-466-4386 ext 110
wendy@healthyadventuresfoundation.org
www.healthyadventuresfoundation.org



Date

ATTACHMENT A***Wellness Programming Options for Anaheim Union High School District*****HEALTHY ADVENTURES FOUNDATION SERVICE SPECIFICATIONS**

Client has selected the following Services. The fees for selected Services are listed in the Summary of Services. Any modifications or adjustments to the Standard reports, programs, materials, or other deliverables shall be subject to additional fees including but not limited to an hourly rate of \$150 per hour for time estimated to accommodate the Client requested customization. "Standard" shall be defined as provision of Services and other deliverables in the manner, frequency, and format that is customary for Healthy Adventures Foundation in the normal course and scope of its business. Products or Services not expressly listed in Attachment A are not included.

BILLING AND PAYMENT SCHEDULE**Summary of Services:**

**Client is billed only for services used.*

A. Exercise Classes/Workshops:	\$27,750
B. Health Coaching:	\$20,000
C. Online Tools:	\$7,500
D. Biometric/Health Screenings:	\$10,000
E. Wellness Consulting:	<u>\$4,750</u>
Total estimate for Services*:	\$70,000

Detailed Description of Services:

A. Exercise classes, staff development workshops, healthy cooking classes:

Exercise classes, staff development workshops:	\$100 each (1 hour)
Healthy cooking	\$150 each (1 hour)

The most popular workshops are: Foods and Moods, Healthy Cooking classes, Exercise Classes, and Stress Management – Hands on techniques. We also do workshops on disease prevention and management for diabetes, hypertension, hyperlipidemia, and weight.

Cooking classes and demonstrations include samples for up to 30 people. Samples for more than 30 are \$1/per person. Classes for 50 or more people (up to 99) require an additional chef to assist at \$60/hour. Classes for 100 or more people will need a separate quote.

B. Health Coaching

\$45/hour with no travel (phone, web-based, email)

\$60/hour for any onsite (plus travel expenses, mileage and travel time)

Coaching onsite for any service is \$480/day or \$60/hour.

C. On-line tools – health risk assessments, incentive management and challenges. Includes the following (Cost is \$1/PEPM with an annual contract):

- a. 20 mini health risk assessments, with reporting capabilities
 - i. Health coach follow up and support for all at-risk scoring
 - ii. English/Spanish
- b. Point-based incentive management program with on-line store for redemption (incentives and fulfillment/shipping is not included in costs)
 - i. Customizable point based store
 - ii. Fulfillment and cost of incentives (extra costs)
 - iii. Branding and/or customization (extra costs)
- c. Communications
 - i. Monthly customized newsletter
 - ii. Email communications
 - iii. Flyers
- d. Survey development and reporting
 - i. Wellness interest surveys
 - ii. Beginning/end of program
 - iii. Satisfaction surveys
- e. Wellness challenge planning, development, implementation, management and evaluation (2-4 challenges per year)
 - i. Online registration
 - ii. Weekly or bi-monthly update emails
 - iii. Phone support for challenge
 - iv. Promotional and communication emails/outreach
- f. Health coach support line
 - i. Telephone and email support
- g. Health coaching eligibility quiz
- h. Evaluation
 - i. Participation rates
 - ii. Wellness challenges outcomes
 - iii. Health risk assessments, aggregate reports

*Note: Store set-up, developing an incentive plan, branding and any customization is extra. If you choose from items that are already available, store set-up comes in the PEPM model.

The cost of the incentives and any fulfillment costs (shipping and handling) is an additional fee.

D. Biometric / Health Screenings

- 1) Heart health
 - a. Heart rate
 - b. Respirations
 - c. Total cholesterol (extra, if you want lipid panels, due to cost of the strips).
 - d. Blood pressure
- 2) Pulmonary screenings
 - a. Respirations
 - b. Oxygen saturation
 - c. Heart rate
- 3) Weight management
 - a. Height
 - b. Weight
 - c. Body mass index (BMI)
 - d. Body composition (either bio-impedance or skinfold)
 - e. Girth measurements (neck, waist, hips)
 - f. Body scanning
 - i. Body age
 - ii. Visceral fat
 - iii. BMI
 - iv. Body fat %
 - v. Skeletal muscle %
 - vi. Resting metabolism
 - vii. Weight
- 4) Disease risk
 - a. Girth measurement (neck, waist, hips)
 - i. Sleep apnea
 - ii. Preventable disease risk related to visceral fat
 - b. Waist-to-hip ratio
 - c. Blood glucose (can be added onto lipid for \$0.50 per person).
 - d. A1C (extra, due to the cost of the strips and disposable machine).
 - e. Total cholesterol (lipid panel is extra).
 - f. Body scanning
 - i. Body age
 - ii. Visceral fat
 - iii. BMI
 - iv. Body fat %
 - v. Skeletal muscle %
 - vi. Resting metabolism
 - vii. Weight
- 5) All the above or any combination of the above screenings

NOTE: The most important health screenings for disease risk are: blood pressure, heart rate, body scanning, glucose, cholesterol, A1C, and girth measurements.

Healthy Adventures can provide any combination of services with a print out of results and a brief health coaching session to discuss the results. Additionally, Healthy Adventures will work with Client to setup a referral system to assist anyone with results out of normal ranges, with any organizations that Healthy Adventures is not currently offering on-going health coaching.

Health screening supplies: are \$20/person for lipids/ \$20/person for A1C/\$5.00/person for glucose as an add-on to lipid testing + staffing + travel.

Handouts are billed at \$.10/page. For screenings, it is usually billed at \$1/person, which includes all the handouts, referrals, data collection papers, recommendations, etc.

Minimal aggregate report is an additional \$150. A more comprehensive report can be requested for an additional fee.

E. Wellness Consulting (for Wellness Program leaders)

Consulting includes program planning, development, implementation and evaluation.

Services included with annual agreement.

Outside annual agreement: \$150/hour or 10% of program annual budget

Comprehensive wellness consulting services available:

- Planning, developing and implementing services
- Survey development and evaluation
- Gaining leadership support
- Developing and facilitating wellness committee support
- Program evaluation – Group data, de-identified data to demonstrate group progress, participation rates, and strengths and areas for improvement for the group

F. Grant writing / Fundraising

This is offered to all non-profit, government and public entities that we partner with. There is no fee associated with this service.



**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000

FAX (714) 432-1916

www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

**ORANGE COUNTY
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KEN L. WILLIAMS, D.O.

DATE: April 24, 2020
TO: Michael B. Matsuda, Superintendent, Anaheim Union High School District
FROM: Nicole Savio Newfield, Administrator, Student Achievement and Wellness
SUBJECT: Williams Settlement Legislation 3rd Quarter Report

I am pleased to provide the third quarter Williams Settlement Legislation report for the 2019-20 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during January, February, and March 2020. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

THIRD QUARTER REPORT

School Accountability Report Card

- In February 2020, all schools in deciles 1-3 were required to submit to OCDE the School Accountability Report Card (SARC) published in the 2019-20 school year. OCDE conducted a review to verify the accuracy of data reported on the SARC with respect to the sufficiency of instructional materials and the condition of facilities. SARC verification results are enclosed.

Uniform Complaint Procedures (UCP)

- OCDE requested data regarding uniform complaints related to textbooks and instructional materials, facility conditions, and teacher vacancies or misassignments received during the second quarter.
- No complaints were filed in your district during the period of October through December 2019.

Upcoming Quarter

- Teacher assignment monitoring
- Uniform Complaint Procedure reporting

If you have any questions regarding this report, please contact me at (714) 966-4385 or nsavio@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ag

Enclosure

c: Al Mijares, Ph.D., County Superintendent of Schools
Carlos Hernandez, Curriculum and Instruction Director

4385040220



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
3rd Quarter Report
Anaheim Union High School District
2019-20**

SCHOOL ACCOUNTABILITY REPORT CARD (SARC) VERIFICATION

The SARCs published in 2019-20 were reviewed to determine the accuracy of information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Conditions Discrepancies
Ball Junior High	March 23, 2020	Yes	N/A	Yes	N/A
Magnolia High	March 23, 2020	Yes	N/A	Yes	N/A
South Junior High	March 23, 2020	Yes	N/A	Yes	N/A
Sycamore Junior High	March 23, 2020	Yes	N/A	Yes	N/A

Respectfully submitted,

Nicole Savio Newfield

Nicole Savio Newfield
Administrator, Student Achievement and Wellness

4-24-20

Date

EXHIBIT FFFF

Human Resources Division, Certificated Personnel

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1. Resignations/Retirements, effective as noted:

Chun, Eric	Resignation	5/22/20
Giles, Julie	Resignation	5/22/20
Grier, Rebecca	Resignation	5/22/20
Hirayama, Melody	Resignation	5/22/20
Larson, Catherine	Resignation	5/22/20
Leandres Vaughn, Elizabeth	Resignation	6/30/20
Monarcky, Sherry	Retirement	5/22/20
Wohlgemuth, Kathleen	Retirement	6/15/20

2. Leaves of Absence:

Schuster, Grant, Dale Junior High School, to serve as President of Teachers United/ASTA, effective for the 2020-21 school year, with pay and with benefits. The cost reimbursement by ASTA at the long-term substitute rate of pay per Board Policy 6306.

3. Employment:**A. Teacher(s)/Permanent:**

		<u>Column</u>	<u>Step</u>
Anderson, Leslie	8/10/20	3	11
Hester, Pamela	8/10/20	4	11

B. Teacher(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Shehadeh, Ahmad	8/5/19	2	2

C. Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Geerdes, Ross	8/10/20	4	3
Ruby, Christine	8/10/20	4	11
Ulrich, Jonathan	8/10/20	4	8
Winterton, Tanya	8/10/20	1	6

D. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Hong, Erina	5/29/20
-------------	---------

E. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Dabney, Karen Senior High Principal	7/1/20	25	6
Hammer, Daphne Junior High Principal	7/1/20	24	6
Hodgson, Kevin Senior High Principal	7/1/20	25	1

Human Resources Division, Certificated Personnel

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Houston, Amber Senior High Principal	7/1/20	25	6
Klatzker, Daniel Junior High Principal	7/1/20	24	6
Saldaña, Joseph Interim Senior High Principal	2/24/20	25	6

4. Extra Service Compensation:

- A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2019-20, effective as noted: (General Funds)

Belski, Brian 8/5/19*
*REVISED

- B. Summer Film Academy Stipend, for the following individual(s) to support the Summer Film Academy from June 1, 2020, through June 30, 2020, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed 48 hours per person: (Disneyland Resort Workforce Grant Funds)

Delgado, Dean
Numainville, Jeff
Olmedo, Adrian
Monera, April
Montoy, Nicole

- C. AIME Program Support Stipend, for the following individual(s) to plan for the AIME program in 2020-21 and support the AIME GEAR UP Summer Work-based Learning Experience from June 1, 2020, through July 31, 2020, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed 40 hours per person: (Disneyland Resort Workforce Grant Funds)

Cooke, Mary Jo

- D. Kindset Summer Program Stipend, for the following individual(s) to support the Kindset Program from June 1, 2020, through June 30, 2020, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed 60 hours per person: (Disneyland Resort Workforce Grant Funds)

Clark-Yamamoto, Karen
Hogencamp, Jon

- E. AUHSD STEAM and Civic Engagement Stipend, to be paid for the 2019-20 school year to the following individuals as noted: (LCFF Funds)

Lee, Jenny	\$2,000
Olmedo, Adrian	\$1,000
Poggio, Randy	\$2,000
Sporn, Dana	\$1,000

Human Resources Division, Certificated Personnel

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- F. BECOME Project Reimbursement, to be paid for the 2019-20 school year to the following individuals as noted for completing the Spanish Bilingual Authorization through Cal State University of Fullerton as a participant of the BECOME Project (Bilingual Teacher Professional Development Program (BTPDP) Grant Funds)

Esparza, Alexis	\$2,500
Garcia, Juan Pablo	\$2,500
Loeper, Allison	\$2,500

- G. BECOME Project Stipend, for the 2019-20 school year to the following individuals in the amount of \$1,000 for completing the BECOME Project Modules (Bilingual Teacher Professional Development Program (BTPDP) Grant Funds)

Berber, Haydee
Chavez, Araceli
Campos, Adriana
Casas, Leonor
Hernandez, Carlos H.
Lee, Grace
Lizarraga, Raquel
Mejia, Yolanda
Mercado, Claudia
Navarro, Monica
Orta, Irlanda
Palomares, Elisa
Paniagua, Elisa
Park, Esther

- H. Additional Work Days, for the 2020-21 school year, for the following certificated coordinator, with 25 additional days, at their per diem rate of pay (TUPE Funds). Additional work days may begin anytime from July 27, 2020, through June 30, 2021.

Vicky Azevedo District TUPE Coordinator

- I. Curriculum Specialist Stipend and Additional Work Days, for the 2020-21 school year, for the following curriculum specialists, with a \$4,529 stipend plus 15 additional days, at their per diem rate of pay. (EIA-LEP/Title II/LCFF/General Fund)

Dinkle, Tracy	Special Education Curriculum Specialist
Fujimoto, Diana	Literacy/ELD Curriculum Specialist
Hatcher, Patricia	Health Curriculum Specialist/AIME
Patino, Reuben	Education Technology Curriculum Specialist
Spykerman, Julie	Math Curriculum Specialist
Switzer, Mike	English Curriculum Specialist
Yett, Jessica	Science Curriculum Specialist

Human Resources Division, Certificated Personnel

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Savanna

Belski, Brian

Band*

*REVISED

\$5,593

School Year

8/7/19

Ramirez, Luis
Track

\$3,107

Season

2/8/20

1. **Retirements/Resignations/Terminations, effective as noted:**

	<u>Location:</u>	<u>Effective</u>
Erb, Richard Warehouse Supervisor	Central Warehouse	07/10/2020
Fay, Elizabeth Food Service Assistant I	Walker Jr. High School	05/21/2020
Monroe, Yvonne Food Service Assistant I	Cypress High School	04/23/2020

2. **Leaves of Absence:**

Carmona, Jessica, for education, without pay and without health benefits from 6/1/20 through the end of the working day on 7/31/20.

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, April 9, 2020**

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Randle-Trejo called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 8:35 a.m.

Present: Annemarie Randle-Trejo, president; Katherine H. Smith, clerk; Anna L. Piercy, assistant clerk; Al Jabbar and Brian O’Neal, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root, Ed.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Page 5 of the agenda, item 9.4, under current consideration, the extended dismissal/closure dates of AUHSD school sites should reflect the date of May 21, 2020.
- Exhibit W, page 2, under item number 2, Leave of Absence, the date of working day for Paul Ramirez should reflect May 21, 2020.

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees O’Neal, Jabbar, Piercy, Smith, Jabbar, and Randle-Trejo

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 8:38 a.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 10:15 a.m.

5.2 Pledge of Allegiance and Moment of Silence

Student Representative to the Board of Trustees Lara Elkatat 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 consultation.
- 5.3.3 No reportable action taken regarding negotiations.
- 5.3.4 No reportable action taken regarding personnel.
- 5.3.5 The Board of Trustees unanimously voted to accept the agreement with employee HR-2019-20-09.
- 5.3.6 The Board of Trustees unanimously voted to suspend, without pay for 5 days, employee HR-2019-20-10.
- 5.3.7 No reportable action taken regarding employee HR-2019-20-23.
- 5.3.8 The Board of Trustees unanimously voted to accept the agreement with employee HR-2019-20-24.
- 5.3.9 No reportable action taken regarding employee HR-2019-20-25.
- 5.3.10 The Board of Trustees unanimously voted to make the following appointments, effective July 1, 2020:
 - Karen Dabney, Principal, Magnolia High School
 - Daphne Hammer, Principal, Ball Junior High School
 - Amber Houston, Principal, Oxford Academy

Amber Houston, newly appointed Oxford Academy principal, thanked the Board and Cabinet for this opportunity, as well as voiced her enthusiasm about meeting the staff, students, and parents.

Karen Dabney, newly appointed Magnolia High School principal, thanked the Board and Cabinet. She expressed she is proud to be a part of the AUHSD family and is looking forward to being a Sentinel at Magnolia High School.

6. **INTRODUCTION OF GUESTS**

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

7. **REPORTS**

7.1 **Student Representative's Report**

Lara Elkatat, student representative to the Board of Trustees, reported on school activities throughout the District, which were focused on supporting students during the school closures.

7.2 **Report of Associations**

Grant Schuster, ASTA president, acknowledged all the teachers and the great work they are doing in implementing a new system. He reported that teachers at Kennedy High School delivered dinners to families in need and Sycamore Junior High School is keeping their free Farmer's Market going to help the community. Additionally, he mentioned that ASTA and the District are working very well together to provide for the needs of staff and students.

Sharon Yager, CSEA president, reported that classified staff is stepping up to help teachers with distance learning and is very proud to be part of a District that works collaboratively.

Adrian Prieto, AFSCME president, praised staff for their work and hopes everyone is well and safe. Additionally, he thanked the Board for all they do for the students and staff.

Brian Bannon and Cory Kretz, APGA co-presidents, spoke on the support the counselors have provided to students during this time. They also thanked all the staff for their efforts.

James Patanella, MMA president, thanked Trustee Jabbar for helping pass out lunches at school sites. In addition, he commended food services and plant managers for serving the public.

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

Peggy Kruse, ASCPTA president, reported that trainings with all of the units are taking place to determine next steps. She also thanked the District for all their efforts in supporting the students and PTA, as well as for providing mindfulness training for parents.

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

There were no requests to speak.

9. **ITEMS OF BUSINESS**

RESOLUTIONS

9.1 **Resolution No. 2019/20-B-16, Temporary Interfund Transfer**

Background Information:

The Board of Trustees was requested to adopt Resolution No. 2019/20-B-16, Temporary Interfund Transfer. In the past, as part of the State's solution to its own cash flow or budgetary deficiencies, the State deferred the payment of principal apportionment to school districts from the year in which it is normally received, to the following year. While cash flow needs are not anticipated for 2020-21, cash low points can occur during the year, which may need to be covered temporarily.

Current Consideration:

This resolution will provide as much flexibility as possible for 2020-21 within the District's cash resources. It will allow for temporary interfund cash transfers from the Capital Project Funds, Special Reserve Funds, Cafeteria Funds, Special Revenue Funds, and Self-Insurance Funds to the General Funds.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2019/20-B-16. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

9.2 **Resolution No. 2019/20-HR-03, Day of the Teacher**

Background Information:

California's Day of the Teacher was established in 1982 to recognize teachers for their hard work in preparing students for success in the future. California's future success depends on these students. Anaheim Union High School District teachers work in public education to build a better California.

Current Consideration:

Resolution No. 2019/20-HR-03 declares May 5, 2020, Day of the Teacher. Teachers will be recognized for their dedication and hard work in preparing our students for success in the future.

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. 2019/20-HR-03. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

9.3 **Resolution No. 2019/20-HR-04, National School Nurse Day**

Background Information:

National School Nurse Day was established to foster a better understanding of the role of school nurses in the educational setting. The District recognizes that school nurses provide critical services to students and staff and National School Nurse Day accentuates the school nurse's vital role in promoting wellness now to ensure healthy futures.

Current Consideration:

Resolution No. 2019/20-HR-04 declares May 6, 2020, National School Nurse Day. The Board will recognize the contributions that school nurses make every day to improve the health and success of our Nation's children.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2019/20-HR-04. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

9.4 **Resolution No. 2019/20-BOT-03, Continuing Emergency Conditions, Effects on Grading, Graduation Requirements**

Background Information:

On March 13, 2020, the Board of Trustees unanimously passed and adopted Resolution No. 2019/20-BOT-02, declaring a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19) and authorizing the Superintendent to take any and all necessary actions to prepare and respond effectively to COVID-19. In recognition of the existing emergency, the Board of Trustees unanimously authorized the District to close physical school sites for students through March 27, 2020 (inclusive of spring break). Pursuant to Resolution No. 2019/20-BOT-02, on March 19, 2020, and again on April 2, 2020, the Superintendent took action to extend the dismissal of all AUHSD school sites through May 11, 2020, in recognition of the guidance of public health officials, including the need to engage in social distancing, in an effort to slow or halt the progression of the disease. Also, pursuant to Resolution No. 2019/20-BOT-02, District administrators, faculty, and staff immediately began the development and implementation of a program of distance learning to ensure the continued education of AUHSD students during the period of school dismissal resulting from COVID-19.

Current Consideration:

The regular grading system for pupil performance in the Anaheim Union High School District is set forth in Board of Trustees Policy 71101.02, and the regular requirements for graduation and receipt of a diploma from the District are set forth in Board of Trustees Policy 71105. Distance learning is underway, and the entire AUHSD community has come together to meet the unprecedented challenge presented by COVID-19 and the measures necessary to halt its progression, yet those measures also present practical impacts upon the normal progression of learning, including regular grading and graduation requirements. To mitigate against those impacts and to provide equity and focus on learning, this Resolution will ratify the extended dismissal/closure of AUHSD school sites through May 21, 2020, support equity-based grading for all students for the period of school dismissal and while Districtwide distance learning is in effect, suspend the regular requirements for graduation and receipt of a diploma for the class of 2020.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2019/20-BOT-03. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

BUSINESS SERVICES**9.5 Resignation, Citizens' Oversight Committee Members****Background Information:**

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

Since the passing of Measure H in 2014, and in accordance with Education Code Section 15282(a), the Board of Trustees has established a COC consisting of at least seven members serving up to three consecutive two-year terms. The committee must include:

- One member who is active in a business organization representing the business community
- A member active in a senior citizens' organization
- One member from a bonafide taxpayer association
- One member shall be a parent or guardian of a student enrolled in the District
- One parent or guardian of a student in the District who is also active in a parent-teacher organization

Current Consideration:

The District received the resignation of two COC members stating personal reasons. The resigning COC members who represent the bonafide taxpayer association and a senior citizens' organization respectively are Ms. Carolyn Cavecche and Mr. Larry Larson.

The Board of Trustees will be required to appoint new COC members to fill the vacant positions no later than May 2020.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees accepted the resignation of two COC members. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, Jabbar, and Randle-Trejo

9.6 Revised Board Policy 5400 (3554), Other Food Sales, Second Reading**Background Information:**

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

Current Consideration:

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

Revised Board Policy 5400 (3554) Other Food Sales

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O’Neal, duly seconded and unanimously carried, the Board reviewed and approved the policy listed above. The roll call vote follows.

Ayes: Trustees O’Neal, Jabbar, Piercy, Smith, and Randle-Trejo

9.7 **Ratification, Piggyback Bid, Purchase Through Public Corporation or Agency**

Background Information:

The District has students that do not have access to high-speed internet services at home. In the annual eighth grade and twelfth grade exit surveys, around 10 percent of the students have self-reported that they do not have access to high-speed internet services at home. T-Mobile’s EmpowerED 2.0 program aims to narrow America’s digital divide by providing wireless devices, and service plans to eligible schools and their students.

Current Consideration:

Enrollment in T-Mobile’s program will provide at least 1,000 to 2,000 students a hotspot device to connect to the internet with unlimited data where the first 2GB is at 4G speeds. The District will check out a Chromebook to accompany the hotspot. Hotspot devices and Chromebooks would be checked back in at the end of the school year.

The National Association of State Procurement Officials (NASPO) is an alliance consisting of many states throughout the United States that provides its members with better purchasing power and deeply discounted prices. An aggregate of requirements has been pooled with other members of the NASPO alliance to obtain the lowest prices based on economies of scale. Nevada was the state that took the lead and processed bids that resulted in an award of a contract to T-Mobile USA, Inc. This will allow the District to purchase hotspots with connectivity under Nevada NASPO Valuepoint Master Agreement No. 1907 utilizing California Participating Addendum 7-11-70-18 pursuant to Government Code 10298, 10299, and 12100, et seq.

Budget Implication:

The cost is not to exceed \$170,000 annually for two years. (Various Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees ratified the agreement with T-Mobile, Inc. The roll call vote follows.

Ayes: Trustees O’Neal, Jabbar, Piercy, Smith, Jabbar, and Randle-Trejo

EDUCATIONAL SERVICES

9.8 **Agreement, Premier Healthcare Services**

Background Information:

Students who attend school in the District may require health and nursing services, which are documented within the Individualized Education Plan (IEP) and provided by personnel employed by the District. These students also often receive in-home health care services

provided by a licensed nurse, who is not employed by the District. On occasion, parents will request, that the nurse who assists the student within the home setting also provide the student's health and nursing services at school rather than have these services provided by District employees.

Current Consideration:

A Premier Healthcare Services private-duty nurse will accompany the student to school and provide the doctor-ordered specialized health care procedures. Services are being provided February 28, 2020, through June 30, 2020. The agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees ratified the agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, Jabbar, and Randle-Trejo

HUMAN RESOURCES

9.9 **Initial Contract Proposal, AUHSD to APGA**

Background Information:

In accordance with Board Policy 6500.01, the District's initial contract proposal to APGA must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to APGA for the 2019-20 year is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

9.10 **Public Hearing, Initial Contract Proposal, AUHSD to APGA**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the District's initial contract proposal to APGA.

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to APGA for the 2019-20 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President Randle-Trejo opened the public hearing at 12:37 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 12:37 p.m.

9.11 **Initial Contract Proposal, APGA to AUHSD**

Background Information:

In accordance with Board Policy 6500.01, the Anaheim Personnel and Guidance Association's (APGA) initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. APGA's initial contract proposal to the District for the 2019-20 year is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

9.12 **Public Hearing, Initial Contract Proposal, APGA to AUHSD**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the Anaheim Personnel and Guidance Association's (APGA) initial contract proposal to the District.

Current Consideration:

The Board must hold a public hearing of APGA's initial contract proposal to the District for the 2019-20 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President Randle-Trejo opened the public hearing at 12:37 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 12:37 p.m.

10. CONSENT CALENDAR

On the motion of Trustee O'Neal duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 10.2 pulled by Trustee Jabbar, 10.7, Exhibit L, and 10.8 pulled by Trustee O'Neal, as well as 10.10 pulled by Trustee Randle-Trejo. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, Jabbar, and Randle-Trejo

BUSINESS SERVICES

10.1 **Arbitrage Rebate Computation for General Obligation Bonds, Election 2014, Series 2019**

Background Information:

Internal Revenue Regulations require Arbitrage Rebate Computations to be completed no later than five years from the date of a debt issuance, and every five years thereafter. American Municipal Tax-Exempt Compliance Corporation (AMTEC) provided the same services for the 2017 General Obligation Bond Series.

Current Consideration:

AMTEC will provide the arbitrage study to determine if any excess interest is earned on the \$102,545,000 General Obligation Bonds Election 2014, Series 2019. If there is excess interest earned, AMTEC will provide the IRS form for the District to file. The District would have to make any necessary payment with the filing. School districts are not allowed to earn interest on borrowings in excess of IRS set limits.

Budget Implication:

The total cost of the computation is \$600 annually. (General Funds)

Action:

The Board of Trustees approved the agreement.

10.2 **Settlement Agreement, Fast-Track Construction Corporation**

Background Information:

Fast-Track Construction Corporation (Fast-Track) was awarded Bid No. 2019-35, Western High School Parking Lot Improvements, on May 7, 2019, for the amount of \$2,580,000. During the construction of the parking lot, unforeseen underground site conditions caused Fast-Track to perform extra work that was not in their original scope of work.

Current Consideration:

Fast-Track has claimed additional costs due to unforeseen conditions, which exceeded the change order limit as set forth in Public Contract Code Section 20118.4. The District and Fast-Track have come to an agreement on the amount of the extra work and desire to enter into a settlement agreement to avoid the cost of litigation, as well as to resolve this matter without undue expense.

Budget Implication:

The settlement agreement includes an additional cost of \$392,751.02, for a total project cost not to exceed \$2,972,751. (Measure H Funds)

Action:

On the motion of Trustee O’Neal, duly seconded and unanimously carried, The Board of Trustees approved the settlement agreement with Fast-Track.

Ayes: Trustees O’Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.3 **Agreement Amendment, Environmental Network Corporation (ENCORP)**

Background Information:

The District requires EPA/AHERA inspections and reports, and hazardous material abatement consulting and inspection services at all District sites. Over the past years, Environmental Network Corporation (ENCORP) has been providing the District with these services, mainly for the District’s Maintenance and Facilities renovation projects, and for the updating of associated data.

Current Consideration:

The District has an interest in continuing to utilize the services provided by ENCORP. An amendment to the agreement will continue the services through April 14, 2021. ENCORP provides high quality service and value with their expertise, as well as experience working with the District. The amended agreement will be signed following Board approval.

Budget Implication:

The amendment to the current agreement will be for a total cost not to exceed \$420,000 for required EPA/AHERA inspections and reports, and \$850,000 for hazardous material abatement and consulting services for the upcoming Measure H projects, as well as other work associated with the Maintenance and Facilities departments. (Maintenance Funds, Routine Restricted Maintenance Funds, Measure H Funds, Facilities Funds and/or other funds as appropriate)

Action:

The Board of Trustees approved the amendment to the agreement with ENCORP.

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

Background Information:

Students at every school site purchase P.E. uniforms for P.E. class. The uniforms consist of a printed t-shirt and shorts. Before 2014 every school site purchased P.E. uniforms from different companies, and the costs were inconsistent between school sites. In 2014, after reviewing all P.E. uniform purchases as an aggregate over one year, it became apparent that the District was encroaching the bid limit as defined in Public Contract Code Section 20111.

Current Consideration:

In 2014, the District convened a committee of P.E. department chairs to develop standards and specifications for P.E. uniforms Districtwide. A formal bid was awarded and the process was duplicated in 2017. This year, specifications were vetted through the department chairs and utilized for Bid 2020-13. The lowest most responsible and responsive bidder was Manhattan Stitching Company.

Budget Implication:

The total amount of the award is estimated at \$120,000 annually. The amount may be more or less depending on actual quantity requirements of each school site.

Action:

The Board of Trustees awarded Bid 2020-13 to Manhattan Stitching Company in an amount of \$120,000 annually, for a period of up to three years. The bid will be reviewed annually, and will be approved or terminated by the District's director of Purchasing and Central Services.

10.5 **Piggyback Bids, Purchase Through Public Corporation or Agency**Background Information:

By piggybacking onto other public agencies' existing bids, the District can take advantage of lower costs through economy-of-scale, and also avoid the time and expense of the public bid process, while keeping the District within our legal requirements. Per Public Contract Code 20118, a district may acquire various materials, supplies, and equipment by utilizing an existing contract of another public entity, which is commonly known as piggybacking.

Current Consideration:

At this time, staff has analyzed purchasing options for technology, peripherals, and related items. It has been determined that the following bids can be utilized to acquire these products at their best value.

Irvine Unified School District-Bid-19/20-01 IT, Authorization to Award Contracts for the purchase of technology equipment, peripherals, and related items to CDW Government LLC through December 31, 2021, for up to three additional years upon extension by contracting agency at a cost not to exceed \$500,000 annually.

Piggyback bids provide an opportunity to purchase materials from various funding sources. This is why no specific funding source is designated. The use of these piggybackable contracts is not exclusive and the District can purchase similar products from other suppliers as needed.

Budget Implication:

Special pricing has been established specifically for K-12 institutions in Orange County. The amount is not to exceed \$500,000 annually. (Various Funds)

Action:

The Board of Trustees approved the use of a piggybackable bid for the purchase of technology, peripherals, and related items.

10.6 **Piggyback Bids, Purchase Through Public Corporation or Agency**Background Information:

There is a need for new furniture for Dale Junior High School's modernization, Western High School's iLab, 21st century classrooms, and various other projects that may require furniture as well. The District established 21st century innovative classroom standards in 2016, and continues to use the standards to furnish classrooms districtwide.

Current Consideration:

Per Public Contract Code (PCC) 20118, a district may acquire various materials, supplies, and equipment by utilizing an existing contract of another public entity, which is commonly known as piggybacking. By piggybacking, the District can take advantage of lower costs through economy-of-scale, and also avoid the time and expense of the public bid process, while fulfilling the District's legal requirements. This will also ensure that the District utilizes the same innovative furniture standards districtwide. Staff has analyzed purchasing options

for classroom furniture and it has been determined that the Torrance Unified School District Bid 10-04.09.19 can be utilized to acquire these products from CN School and Office Solutions, Inc. dba Culver-Newlin. Staff has also negotiated better discounts than those currently on this piggybackable bid, which will result in additional cost savings to the District.

Budget Implication:

The total cost is not to exceed \$1,500,000. There will be a cost savings upwards of 52 percent off of list price for furniture. (Measure H and Various Funds)

Action:

The Board of Trustees approved the use of the Torrance Unified School District Bid 10-04.09.19, pursuant to PCC 20118, for the purchase and delivery of 21st century classroom furniture, and related items from CN School and Office Solutions, Inc. dba Culver-Newlin.

On the motion of Trustee Piercy and duly seconded, following discussion, the Board of Trustees ratified items 10.7 and 10.8 with the following roll call vote.

Ayes: Trustees Jabbar, Piercy, Smith, and Randle-Trejo

Abstain: Trustee O'Neal

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

Action:

The Board of Trustees ratified the reports February 25, 2020, through March 30, 2020.

10.8 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report February 25, 2020, through March 30, 2020.

10.9 **SUPPLEMENTAL INFORMATION**

Cafeteria Fund, January 2020

EDUCATIONAL SERVICES

10.10 **Amendment, Memorandum of Understanding (MOU), Obria Group, Inc./Beacon of Light**

Background Information:

The California-based Obria Group, Inc.(Obria Group), a 501(c)(3) organization founded in 1981, specializes in providing reproductive healthcare services through its 48 affiliated medical clinics throughout the U.S. Obria works through affiliates and other partners to improve the health outcomes of at-risk adolescents, adults and families by providing primary prevention education services aimed at reducing or eliminating sexual health risks by using a variety of non-biased, evidence-based, medically accurate, age-appropriate, culturally-sensitive curricula. Content is sensitive to the needs of at-risk communities and consistent with the requirements of California laws.

Beacon of Light (Beacon) is an Orange County-based 501(c)(3) founded in 1998 to educate teens and their families about healthy relationships and good decision-making surrounding sexual health using medically accurate, age appropriate content that engages students in

dynamic, culturally relevant presentations. Beacon of Light has been serving students in public school health and science classes throughout Orange County for two decades. Beacon has been presenting sexual health talks in Anaheim Union High School District for the past two years. Beacon will provide classroom speakers who are trained in the Check the Facts curriculum and have completed the rigorous Sexual Health Educator (SHE) training. The Check the Facts curriculum is a non-biased, evidence-informed sexual health education curriculum legally certified as compliant with the California Healthy Youth Act. The curriculum is based on the Health Belief Model of behavior change.

Current Consideration:

On February 6, 2020, the Board of Trustees ratified the MOU with Obria Group in partnership with Beacon of Light to provide the Check the Facts curriculum at Lexington Junior High School and Anaheim High School as pilots this current school year. The Education Division would like to amend the item to add a possible three-year evaluation component. Obria Group would like to apply for a three-year Federal Teen Pregnancy Prevention Program. If the money is awarded, it will be used to thoroughly evaluate the Check the Facts curriculum at two of our high schools of our choosing beginning with the 2020-21 year. Services will be provided July 15, 2020, through July 14, 2023. The amendment will be signed following Board approval.

Budget Implication:

There will be no cost to the District. Obria Group in partnership with Beacon of Light will be securing community funding to support the pilot implementation of the Check the Facts curriculum.

Action:

The Board of Trustees did not approve the amendment. The roll call vote follows.

Ayes: Trustees O'Neal and Piercy

Noes: Trustees Jabbar and Smith

Abstain: Trustee Randle-Trejo

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

Background Information:

Girish Venkat, founder of Thrively, is a lifelong entrepreneur who has spent his career building innovative technology. Thrively is a pro personalized learning platform that helps parents and teachers guide K-12 students through a journey to develop their strengths, interests, and aspirations, as well as discover their own genius. Thrively is guided by two beliefs: every child is a genius and every child deserves to thrive. The features include a personal strengths assessment, career exploration pathway videos, goal setting, and tracking with their personalized digital portfolio.

Current Consideration:

On July 11, 2019, the District approved and entered into a service agreement with Thrively to provide services for the Thrively Pro Personalized Learning Platform. Thrively's features include Strength Assessments, Career Exploration Pathway videos, Goal Setting and Tracking with their Personalized Digital Portfolio and Skill Building with a rich library of all lessons and courses to build skills in Social Emotional Learning, Critical Thinking, Collaboration, Creativity, and Communication. Services also include Professional Development for school sites and access to personalized learning coaches to customize Thrively classroom experience. This agreement was at a cost not exceed \$75,000.

An increase of \$5,000 is requested to provide opportunities for students to experience work-based learning by working with Thrively to develop a custom Project Based Learning unit in collaboration with a local industry partner. Thrively will collaborate with an AIME business partner to identify a real-world problem faced in their industry, and will develop an online, multimedia lesson that can be utilized by teachers in multiple content areas to have students apply their classroom learning to a real-world career situation. This pilot lesson will also be used as an example in asking additional AIME partners to collaborate with the district and Thrively to expand the use of these units, with AIME partners potentially covering the cost of implementation. All other terms and conditions of original contract remain intact.

Budget Implication:

The new amended amount is not to exceed \$80,000. (LCFF Funds)

Action:

The Board of Trustees ratified the amendment to the service agreement.

10.12 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in career and technical education, dual enrollment, English, and mathematics. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, April 10, 2020, through May 7, 2020.

Action:

The Board of Trustees approved the display.

10.13 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for IB Spanish courses. The books have been made available for public view.

Action:

The Board of Trustees adopted the selected materials.

HUMAN RESOURCES

10.14 **Agreement, Orange County Superintendent of Schools, ACCESS Program**

Background Information:

The Orange County Superintendent of Schools provides an alternative education program for Orange County students. Alternative, Community, and Correctional Schools and Services (ACCESS) schools are set in community-based, alternative venues and provide a safe, disciplined, as well as supportive environment. ACCESS provides summer school programs for students to improve both their learning skills and their test scores, while earning credits toward graduation.

Current Consideration:

The agreement with the Orange County Superintendent of Schools offers appropriate school programs to students who, due to reduced or eliminated school programs and as a result of budgetary concerns, are in need of such services. Services will be provided June 1, 2020,

through August 31, 2020. Due to the Orange County Superintendent of Schools' policy for executing agreements, this agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

10.15 **2019-20 Third 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 Third Quarterly Report, January 1, 2020, through March 31, 2020, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees accepted the report.

10.16 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

10.17 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as amended prior to the adoption of the agenda.

11. **SUPERINTENDENT AND STAFF REPORT**

Dr. Fried expressed he is proud of all of District staff for stepping up during this time.

Brad Jackson reported that he is amazed at the staff's response and is proud to work for AUHSD.

Dr. Root thanked the Accounting and Payroll departments, Maintenance and Operations Department, as well as the Food Services Department for their leadership.

Karl Widell thanked the Superintendent's Office staff and translators for their work on conducting the Board meeting.

Manuel Colón commended the community for coming together to help each other.

John Bautista thanked all those who are working around the clock to support the community.

12. **BOARD OF TRUSTEES' REPORT**

Trustee O'Neal applauded the staff and students who have been resilient during this time, as well as expressed he is proud to be affiliated with AUHSD and is looking forward to the future.

Trustee Jabbar thanked everyone for their hard work and getting information out to the community, as well as thanked John Bautista for highlighting the great work the students are doing.

Trustee Piercy said she is really proud of all of the staff who are working double duty.

Trustee Smith complimented staff for committing to the job and is grateful for all of the work.

Trustee Randle-Trejo reported she attended the GASELPA meeting, ROP Board meeting, Hope School's 50th Celebration, and Chapman University School of Law Panel Discussion. Additionally, she expressed her gratitude to District staff.

13. **ADVANCE PLANNING**

13.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, May 7, 2020, at 10:00 a.m.

- | | |
|---------------------|------------------------|
| Thursday, June 11 | Thursday, September 17 |
| Thursday, June 18 | Thursday, October 15 |
| Thursday, July 16 | Thursday, November 19 |
| Thursday, August 13 | Tuesday, December 15 |

13.2 **Suggested Agenda Items**

Trustee Jabbar requested a COVID-19 update at every Board meeting going forward.

14. **ADJOURNMENT**

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 1:31 p.m.

Approved _____
Clerk, Board of Trustees