

**BOARD OF TRUSTEES**  
**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
501 N. Crescent Way, P.O. Box 3520  
Anaheim, California 92803-3520  
[www.auhsd.us](http://www.auhsd.us)

**NOTICE OF REGULAR MEETING**

Date: July 13, 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 16<sup>th</sup> day of July 2020

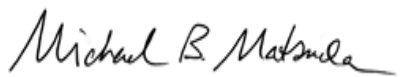
Members of the public may observe the meeting by livestream on the District's  
YouTube channel at <https://bit.ly/2KEiCDA>.

Individuals requesting interpretation should contact the executive assistant to the  
superintendent at [morales\\_p@auhsd.us](mailto:morales_p@auhsd.us) by 5:00 p.m. on Tuesday, July 14, 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](http://www.auhsd.us)

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**BOARD OF TRUSTEES**  
**Agenda**  
**Thursday, July 16, 2020**  
**Closed Session–8:15 a.m.**  
**Regular Meeting–10:00 a.m.**

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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](mailto:morales_p@auhsd.us) by 5:00 p.m. on Tuesday, July 14, 2020, to allow reasonable arrangement to ensure interpretation services.

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

Some items on the agenda of the Board of Trustees’ meeting include exhibits of supportive and/or background information. These materials are also posted with the meeting agenda on the District website, [www.auhsd.us](http://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](mailto:morales_p@auhsd.us) by 5:00 p.m. on Tuesday, July 14, 2020, to allow for reasonable arrangements to ensure accessibility to the meeting.*

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

This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. 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 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).
- 4.4 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.
- 4.5 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2020-21-01. **[CONFIDENTIAL]**
- 4.6 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2020-21-02. **[CONFIDENTIAL]**
- 4.7 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2020-21-03.
- 4.8 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 21<sup>st</sup> century.

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

7. **REPORTS** **INFORMATION ITEM**

7.1 **Reports of Associations**

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

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

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

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

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

9. **PRESENTATIONS** **INFORMATION ITEM**

9.1 **45-Day State Budget Revision**

Background Information:

On June 30, 2020, Governor Newsom signed the 2020-21 California State Budget. This budget contained significant changes from the Governor's May Revision Budget, which was used to prepare the AUHSD Proposed Budget for 2020-21. Education Code 42127 states that (h) Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act.

Current Consideration:

Business Services staff will present the 45-Day State Budget Revision.

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 of Trustees receive the information.

9.2 **School Dismissal and Distance Learning**

Background Information:

On March 13, 2020, the Board of Trustees unanimously passed and adopted Resolution No. 2019/20-BOT-02, declaring a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19). In recognition of the existing emergency, the 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. **ITEMS OF BUSINESS**

**RESOLUTIONS**

- 10.1 **Resolution No. 2020/21-BOT-02, Reopening of Schools for the 2020-21 Year (Roll Call Vote)** **ACTION ITEM**

Background Information:

On March 13, 2020, the Board of Trustees passed and adopted a resolution 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 authorized the District to close physical school sites for students through March 27, 2020, which was later extended through the end of the school year. 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.

Current Consideration:

In contemplation of the reopening of schools at the beginning of the 2020-21 year, the District began convening an Opening of Schools Task Force (OSTF) on April 23, 2020, which formulated three options for opening the District's schools: a blended instructional model, a full virtual/distance learning instructional model, and a full in-person instructional model. Based on the totality of the circumstances known at this time, the Resolution would determine that a blended instructional model is the appropriate mechanism for reopening the District's schools at the beginning of the 2020-21 year, and would adopt and approve the proposed blended instructional model for the reopening of District schools.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-BOT-02, by a roll call vote. **[EXHIBIT A]**

10.2 **Resolution No. 2020/21-F-01, State Allocation Board and School Facility Program Beyond Bond Authority Acknowledgment (Roll Call Vote)** **ACTION ITEM**

Background Information:

California school districts have the potential of realizing significant state funding contributions under the School Facility Program, which is administered by the Office of Public School Construction (OPSC) and the State Allocation Board (SAB). The District has adopted a Facilities Master Plan, which includes projects funded with the proceeds of a General Obligation Bond and other funds. The District is interested in leveraging its funds by seeking eligibility for modernization and new construction, under the School Facility Program.

Current Consideration:

The District intends to file applications for eligibility determination and funding for projects that have received Division of the State Architect approval. The School Facility Program is currently exhausted of funding; however, in anticipation of the future passing of a new state bond, OPSC and the SAB cautiously continue to accept applications for state funding. Applications approved by the SAB are placed in the "Applications Received Beyond Bond Authority List."

Pursuant to Title 2, Code of California Regulations, Section 1859.95.1, OPSC and the SAB require that the governing board of a school district adopts the resolution as part of a project's application submittal. The resolution applies to the following project.

- Anaheim High School-Fire Alarm System Upgrade

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-F-01, by a roll call vote. **[EXHIBIT B]**

10.3 **Resolution No. 2020/21-F-02, Approval of Notice of Exemption for the Anaheim High School Fire Alarm Upgrade (Roll Call Vote)** **ACTION ITEM**

Background Information:

On July 10, 2014, the Board of Trustees approved the District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's facilities over the next ten years. Capital improvements at Anaheim High School are identified in the approved FMP. The Anaheim High School Fire Alarm Upgrade Project (Project) is consistent with the intent of the approved FMP.

The scope of work of the Project consists of the replacement of the fire alarm system throughout the school.

Current Consideration:

Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., the District is required to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. CEQA and the Guidelines promulgated thereunder (California Code of

Regulations, Title 14, Division 6, Chapter 3, Article 19) provide for both categorical and statutory exemptions from the provisions of CEQA. Where an approved project is determined to be exempt from CEQA, the District may file a Notice of Exemption (NOE) with the Orange County Clerk-Recorder, who must then post the NOE for 30 days.

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-F-02, approving the NOE for the Project, and direct that the NOE be filed with the Orange County Clerk-Recorder, by a roll call vote. **[EXHIBIT C]**

10.4 **Resolution No. 2020/21-F-03, Approval of Notice of Exemption for the Magnolia High School Site Improvement Project (Roll Call Vote)** **ACTION ITEM**

Background Information:

On July 10, 2014, the Board of Trustees approved the District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's facilities over the next ten years. Capital improvements at Magnolia High School are identified in the approved FMP. The Magnolia High School Site Improvement Project (Project) is consistent with the intent of the approved FMP.

The scope of work of the Project consists of: (1) Reconstruction and reconfiguration of the existing fire access road and rear parking lot to improve vehicular circulation and emergency service; (2) Site improvements to address ADA path of travel issues throughout the site, hardscape deficiencies, safety, and accessibility issues in the quad; (3) Site improvements to address drainage issues; (4) Installation of security fencing and gates; (5) Installation of drought tolerant landscaping and water efficient irrigation system; (6) Upgrade of site utilities; (7) Reconstruction of tennis courts; (8) Installation of surveillance cameras and exterior lighting; (9) Installation of shade structures; and (10) Modernization of restrooms.

Current Consideration:

Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., the District is required to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. CEQA and the Guidelines promulgated thereunder (California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19) provide for both categorical and statutory exemptions from the provisions of CEQA. Where an approved project is determined to be exempt from CEQA, the District may file a Notice of Exemption (NOE) with the Orange County Clerk-Recorder, who must then post the NOE for 30 days.

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-F-03, approving the NOE for the Project, and direct that the NOE be filed with the Orange County Clerk-Recorder, by a roll call vote. **[EXHIBIT D]**

**BUSINESS SERVICES**

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

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:

- 10.5.1 Revised Board Policy 5201 (7310), Naming of Facility **[EXHIBIT E]**
- 10.5.2 New Board Policy 5021 (7110), Facilities Master Plan **[EXHIBIT F]**
- 10.5.3 New Board Policy 5306 (7111), Evaluating Existing Buildings **[EXHIBIT G]**
- 10.5.4 New Board Policy 9203.01.02 (7131), Relations with Local Agencies **[EXHIBIT H]**
- 10.5.5 New Board Policy 5022 (7140), Architectural and Engineering Services **[EXHIBIT I]**
- 10.5.6 New Board Policy 5023 (7150), Site Selection and Development **[EXHIBIT J]**
- 10.5.7 New Board Policy 5025 (7160), Charter School Facilities **[EXHIBIT K]**
- 10.5.8 New Board Policy 5027 (7210), Facilities Financing **[EXHIBIT L]**
- 10.5.9 New Board Policy 5028 (7211), Developer Fees **[EXHIBIT M]**
- 10.5.10 New Board Policy 5030 (7213), School Facilities Improvement Districts **[EXHIBIT N]**
- 10.5.11 New Board Policy 5032 (7214), General Obligation Bonds **[EXHIBIT O]**

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.

10.6 **Rejection of Liability Claim** **ACTION ITEM**  
**(Roll Call Vote)**

Background Information:

The District received a liability claim that was filed on July 1, 2020, and identified as AUHSD 20-08 (Tort 413).

Current Consideration:

After review, staff determined that the claim was not a proper charge against the District.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees reject liability claim AUHSD 20-08 (Tort 413) as not a proper charge against the District and authorize staff to send the notice of rejection.

10.7 **Interagency Agreement, Anaheim Academy dba Vibrant Minds Charter School (Roll Call Vote)** **ACTION ITEM**

Background Information:

Vibrant Minds Charter School (formerly known as Goals Academy Charter School) asked the Food Services Department to become their School Food Authority in order to meet the State meal mandate passed in 1975. The mandate requires school districts, including charter schools, provide nutritious meals for all enrolled students. Vibrant Minds Charter School does not have adequate facilities to provide meal service to their students.

Current Consideration:

This one-year agreement to provide meals to Vibrant Minds Charter School generates revenue from meals served and provides a community service. Services will be provided August 10, 2020, through June 30, 2021.

Budget Implication:

This agreement generates revenue from meals served. (Cafeteria Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with Anaheim Academy dba Vibrant Charter School. **[EXHIBIT P]**

**EDUCATIONAL SERVICES**

10.8 **Memorandum of Understanding (MOU) Template, Mobile COVID-19 Testing (Roll Call Vote)** **ACTION ITEM**

Background Information:

Recently, District leaders have begun collaboration with the Orange County Health Care Agency (OCHCA), Latino Health Access (LHA), and the University of California Irvine's Program in Public Health along with other school districts in Anaheim and Santa Ana. The county has approved funds to support the identified zip codes in Orange County with high rates of spread of the novel coronavirus (COVID-19). Unfortunately, Anaheim has three of the highest zip codes in Orange County: 92805, 92806, and 92804. These are considered "HotSpot" zip codes. In collaboration with the above organizations, we have come to alignment around a general action plan to address the "HotSpot" zip codes. The action plan includes three parts: (1) Education Prevention including how to prevent COVID-19 spread; (2) Call Centers designed for local organizations to provide support and resources; and (3) COVID-19 Testing and Contact Tracing in our local community.

Current Consideration:

One of our immediate tasks is to increase testing availability for our community members struggling to find available, no-cost test centers near their home. OCHCA is funding Mobile Testing Clinics, which will be identified by LHA and linked to the District. For purposes of allowing Mobile Testing Clinics to operate on District sites (specifically school site parking

lots), staff recommends adoption of a template Memorandum of Understanding to be used for facility use between the District and the various Mobile Testing Clinics.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.9 **Memorandum of Understanding (MOU), International Korean Educators Network (IKEN)** **ACTION ITEM**  
**(Roll Call Vote)**

Background Information:

The International Korean Educators Network (IKEN) takes an active role in supporting educators of Korean language and culture in different types of schools such as Korean Dual Language Program, Korean language classes, and Korean community language schools. IKEN has supported the District Korean World Language program with donations to Oxford Academy, Kennedy High School, and Walker Junior High School.

Current Consideration:

This MOU is made and entered to express the mutual understanding between IKEN and the District, which will make available the Korean Online (elearning) Course to students, including Cambridge Virtual Academy (CVA). IKEN shall provide up to \$30,000 to support the Korean Program. The funds shall be used only for the Korean Program's instructional or cultural activities including textbooks and instructional materials. Services will be provided August 1, 2020, through August 1, 2023. The MOU will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.10 **Memorandum of Understanding (MOU), Cypress College** **ACTION ITEM**  
**(Roll Call Vote)**

Background Information:

Cypress College received a California CCAP STEM Pathways Academy Grant in the field of Cybersecurity and Computer Science to help high need students in the District access unprecedented career opportunities. According to the 2018 (ISC)<sup>2</sup> Cybersecurity Workforce Study, the workforce gap for cybersecurity professionals has dramatically widened creating a shortage of three million employees globally and 498,000 in North America alone. Cypress College has provided tutoring and mentorship resources, dual enrollment classes focused on cybersecurity, afterschool, and Saturday Academy enrichment activities, as well as provided District students the opportunity to access high-paying cybersecurity technician careers while in high school and after college.

Current Consideration:

Magnolia Cybersecurity Institute (MCI) at Magnolia High School is the premier cybersecurity pathway in the region. Magnolia High School students benefit from the California CCAP STEM Pathways Academy Grant through Cypress College. Cypress College has agreed to reimburse the District for one section, providing a release period for a teacher to coordinate

the Magnolia Cybersecurity Institute Pathway. This teacher will support the implementation of the new grant and expansion of dual enrollment courses offered through Cypress College.

Budget Implication:

There is no impact to the budget. Cypress College will reimburse the District \$20,237.

Staff Recommendation:

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

10.11 **Agreement, ExploreLearning, LLC dba Gizmos**  
**(Roll Call Vote)**

Background Information:

ExploreLearning is part of the Cambium Learning Group, a leading educational solutions and services company committed to helping all students reach their full potential. ExploreLearning has three online programs: Gizmos, Reflex and Science4Us. All three online programs support engaging and effective instructional strategies to K-12 classrooms around the world. During the 2019-20 year, the District piloted Gizmos across school sites through a grant. Over 200 teachers and over 4,000 students participated in the pilot across both junior high and high schools. This included professional learning for teachers throughout the pilot year.

Current Consideration:

The District would like to partner with ExploreLearning to purchase a District license, which allows the Gizmos program to be accessed by all students and teachers across all school sites. Services will be provided July 19, 2020, through July 18, 2023.

Budget Implication:

The total amount of the expenditures is not to exceed \$199,665 for three years. (ESSER Funds)

Staff Recommendation:

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

11. **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**

11.1 **Agreement Amendment #2, Human Resources Application, Implementation, and Software Support Service**

Background Information:

The District has an agreement with the Orange County Superintendent of Schools to provide annual software support services for the Human Resources Application software.

Current Consideration:

The agreement amendment provides for professional services to the District for the implementation of the Human Resources Application, including ongoing training services for present and future employees, future software enhancements, as well as support services July 1, 2020, through June 30, 2021. The agreement amendment extends services for an additional year.

Budget Implication:

The total cost is not to exceed \$75,000, which is a decrease in cost from the 2019-20 agreement of \$5,028. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the amendment to the agreement.

**[EXHIBIT U]**

11.2 **Agreement, Business-Plus System Support, Implementation, and Software Support Service**

Background Information:

The District currently has an agreement with the Orange County Superintendent of Schools to provide annual software support services for the Business-Plus System Support software. The Business-Plus System Support covers basic financial/budget, school site finance, stores inventory, and a fixed asset system.

Current Consideration:

The agreement allows for an annual evaluation of support service charges for possible upward or downward adjustments based on the Orange County Superintendent of Schools' actual costs to support Business-Plus System Support software from July 1, 2020, through June 30, 2021, renewable annually for up to four years by the District's assistant superintendent, Business in accordance with the notification period outlined in the agreement.

Budget Implication:

Services are to be provided at a cost not to exceed \$100,000 annually. (General Funds)

Staff Recommendation:

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

11.3 **Amendment, Design-Build Agreement, Trane U.S. Inc., dba Trane HVAC/EMS Design-Build Services, RFP #2019-31**

Background Information:

Staff is using the Design-Build (DB) delivery method to procure design and construction for Anaheim and Katella high schools, Hope School, and Gilbert West facility HVAC/EMS upgrades. Education Code Section 17250.2 et. al. is the DB provision, which allows districts



to utilize this type of delivery method. Proposition 39 funding is being used for the replacement of aging heating, ventilation, and air conditioning (HVAC) equipment with new energy efficient units and an energy management system (EMS).

Current Consideration:

The District issued RFP #2019-31 inviting contractors to submit qualifications and proposals to perform the work associated with the project. After the review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Trane U.S., Inc. (Trane) as the DB contractor. On July 11, 2019, the Board of Trustees ratified the DB agreement with Trane for this project.

Design and construction of the projects have proceeded satisfactorily. Staff has identified another site that is in great need of updated equipment. Kennedy High School has old HVAC equipment that is resulting in increased repair and utility costs. Staff has negotiated the DB agreement, which includes the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the DB contract documents previously approved by the Board. The DB agreement shall be amended to include the expanded scope of work at Kennedy High School, and deletion of the scope of work at Gilbert West, which is of a lower priority.

Budget Implication:

The current GMP, associated contingencies and allowances for the original work is \$3,148,213. The DB agreement's GMP will be amended by \$227,988 to incorporate the expanded scope of work. The total project cost for the amended GMP including contingencies and allowances will not exceed \$3,376,201. The amendment will extend the agreement through September 30, 2020. (Proposition 39 Funds and/or Routine Restricted Maintenance Funds)

Staff Recommendation:

It is recommended that the Board approve the amendment to the DB agreement with Trane for the HVAC/EMS Design-Build Services. **[EXHIBIT W]**

11.4 **Award of Bids**

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

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2020-14	Magnolia High School Site Improvement Project (Measure H Funds and/or other funds as necessary)	The Nazerian Group	\$10,614,123
2020-18	Orangeview Junior High School New Marquee Installation (Measure H Funds)	JM & J Contractors	\$97,690
2020-19	Anaheim High School (COP Funds)	Giannelli Electric, Inc.	\$1,252,692

Staff Recommendation:

It is recommended that the Board of Trustees award Bids No. 2020-14, 2020-18, and 2020-19.

11.5 **Ratification of Change Order**

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

Bid #2020-01, Kennedy High School	P.O. #N64A0118
Relocatable Buildings Project (Developer Fees)	
JM & J Contractors	
Original Contract	\$584,389
Change Order #1 [EXHIBIT X]	\$0
New Contract Value	\$584,389

Staff Recommendation:

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

11.6 **Notice of Completion**

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

Bid #2020-01, Kennedy High School	P.O. #N64A0118
Relocatable Buildings Project (Developer Fees)	
JM & J Contractors	
Original Contract	\$584,389
Contract Changes	\$0
Total Amount Paid	\$584,389

Staff Recommendation:

It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept Bid No. 2020-01 as complete and authorize the filing of the notice of completion with the Office of the County Recorder.

11.7 **Piggyback Bids, Purchase Through Public Corporation or Agency**

Background Information:

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 onto other public agencies existing bids, our 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 legal requirements.

Current Consideration:

Due to current supply chain issues, the District is unable to obtain timely delivery of all computer equipment requirements from its primary contracted vendor. Based on current market conditions, our primary contracted vendor estimates a December timeframe for the arrival of equipment. CDW Government LLC has access to a sufficient number of Chromebooks in their supply chain to be able to deliver the devices in the August timeframe.

At this time, staff has analyzed purchasing options for technology, peripherals, and related items for current distance learning requirements. It has been determined that the following bid can be utilized to acquire these products at their best value: Irvine Unified School District-Bid-19/20-01 IT Authorization to Award Contract for the purchase of technology equipment, peripherals, and related items to CDW Government LLC. Special pricing has been established for K-12 institutions in Orange County.

The use of the piggybackable contract is not exclusive and the District can purchase similar products from other suppliers as needed.

Budget Implication:

The amount is not to exceed \$650,000. (ESSER Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the use of the piggybackable contract for the purchase of technology, peripherals, and related items.

11.8 **Piggyback Contract for Data Communications Hardware, Software, and Related Services**

Background Information:

The District has been using Hewlett Packard products over the years and the Education and Information Technology Department has established Hewlett Packard products as the District standard because of their high quality, as well as their reliable service.

The District will purchase servers, data storage equipment, data communications hardware, software, and related services from Hewlett Packard Enterprise Company, pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq. utilizing the Utah National Association of State Procurement Officials (NASPO) ValuePoint Master Agreement AR3288 for data communications hardware, software, and related services. This includes networking, routers, switches, security, storage, as well as related items and services. This contract was awarded by the State of Utah with NASPO and approved for use by the State of California Department of General Services (DGS) through California Participating Addendum 7-20-70-47-04.

Current Consideration:

NASPO is an alliance consisting of many states throughout the United States that provides its members with better purchasing power and discounted prices. The contract is a "direct from the manufacturer" purchase, based on volume-discounted prices, where orders can be placed through an approved servicing contractor (authorized reseller). The volume is being pooled with other members of the NASPO alliance to obtain the lowest prices. Utah was the state that took the lead on AR3288 and processed bids that resulted in an award of contracts to Hewlett Packard Enterprise Company. The District has been purchasing directly from Hewlett Packard and Sehi Computer Products, Inc., an approved servicing contractor (authorized reseller).

This agreement will allow staff to make purchases through September 30, 2024, on California Participating Addendum 7-20-70-47-04.

Budget Implication:

This agreement is intended to provide a buying vehicle for the purchase of networking, routers, switches, security, storage, as well as related items and services to meet the

information technology needs of students, faculty, and the District's business applications on an as needed basis. The total amount of the award is not to exceed \$500,000 per fiscal year. (Various Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the use of the contract, including networking, routers, switches, security, storage, and related items and services utilizing Utah NASPO ValuePoint Master Agreement AR3288, approved for use by the State of California's DGS through the California Participating Addendum 7-20-70-47-04 to Hewlett Packard Enterprise Company, directly or to a State Approved Authorized Reseller Sehi Computer Products, Inc.

11.9 **Consulting Agreement Amendment, Gallagher Benefit Services, Inc.**

Background Information:

The District has been associated with Gallagher Benefit Services, Inc., the District's health benefits consultant, since 2006. The consulting agreement with Gallagher Benefit Services, Inc., and the consulting fees for administering the District's health benefit insurance plans, was approved at the June 20, 2019, Board meeting.

Current Consideration:

The District currently has a consulting agreement with Gallagher. This agreement, effective July 1, 2019, outlined an increase to the annual fee of \$157,400, effective July 1, 2020. Due to public schools funding concerns, because of the State's economy, Gallagher has submitted an amendment to forego the annual increase, and maintain the same annual fee for the 2020-21 fiscal year.

Budget Implication:

There is a savings of \$4,643 for the 2020-2021 fiscal year.

Staff Recommendation:

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

**[EXHIBIT Y]**

11.10 **Student Accident and Health Insurance Programs, Myers-Steven & Toohey & Co., Inc.**

Background Information:

Education Code Section 49470 allows school districts to make group accident insurance available on a voluntary basis for purchase by parents or guardians. Myers-Stevens & Toohey & Co., Inc. has provided student accident and health insurance programs for District students and athletes for many years.

Current Consideration:

The insurance programs allow students who do not have health care coverage to participate in athletics, and provide a supplement to a parent or guardian's private insurance for both athletes and other students. The student accident and health insurance programs are underwritten by CHUBB/Ace American Insurance Company and administered by Myers-Stevens & Toohey & Co., Inc. The 2020-21 insurance program costs are paid by parents or guardians who elect to obtain this voluntary coverage. The 2020-21 insurance program rates, which are the same as the 2019-20 insurance program rates, are as follows.

	<u>Low Option</u>	<u>Mid Option</u>	<u>High Option</u>
Student Accident and Sickness Plan			
Full-time Health Care*			
Initial Payment/Subsequent Payments	\$208/\$338		
School-Time Accident Plan	\$39	\$63	\$77
Full-Time 24/7 Accident Plan	\$165	\$219	\$317
Interscholastic Tackle Football Accident Plan	\$180	\$235	\$338
Full-Time Dental Plan (with another plan)	\$12	\$12	\$12
(purchased separately)	\$16	\$16	\$16

\*Initial payment covers the remainder of the month in which it was paid and one additional month. Subsequent payment is billed every two months and covers an additional two-month period.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.11 **Agreement, Transportation**

Background Information:

In the past years, the Board of Trustees has approved an agreement to provide transportation services to the Greater Anaheim SELPA.

Current Consideration:

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

Budget Implication:

The transportation agreements provides 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 ratify the agreement. **[EXHIBIT Z]**

11.12 **Donations**

Staff Recommendation:

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

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports June 8, 2020, through July 6, 2020. **[EXHIBITS BB and CC]**

11.14 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report June 8, 2020, through July 6, 2020. **[EXHIBIT DD]**

11.15 **SUPPLEMENTAL INFORMATION**

11.15.1 ASB Fund, April 2020 **[EXHIBIT EE]**

11.15.2 Cafeteria Fund, April 2020 **[EXHIBIT FF]**

**EDUCATIONAL SERVICES**

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

Background Information:

The English Learner and Multilingual Services Department provides translation and interpretation services in the languages in highest demand in the district. There are many families, however, who speak languages that the Anaheim Union High School District is not able to support. These families require periodic translation and/or interpretation services in many different languages, to assist with health, safety, and mandated educational issues.

Current Consideration:

The Language Network provided translation and interpretation services in the 2019-20 year in Farsi, Hindi, Urdu, Tagalog, Punjabi, and Bengali, as well as Mandarin Chinese. These services included parent interpretation support in meetings, and the translation of written documents, primarily for Individualized Education Plan (IEP) meetings. It is projected that this demand will continue to increase in the 2020-21 year. Services will be provided August 1, 2020, through July 31, 2021.

Budget Implication:

The total cost for these as-needed services is not to exceed \$35,000. (LCFF Funds)

Staff Recommendation:

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

11.17 **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 are being 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 ratify the MOU. **[EXHIBIT HH]**

11.18 **Educational Consulting Agreement, Orange County Human Relations Council, Servite High School**

Background Information:

The District is required to extend certain federal categorical program resources to private schools. The Orange County Human Relations Council's (OCHRC) Bridges program is recognized by the U.S. Department of Justice and U.S. Department of Education as one of seven programs to help prevent hate crimes in schools and communities. Since the 2009-10 year, Servite High School has partnered with OCHRC to provide inter-ethnic relations training at Servite High School.

Current Consideration:

OCHRC will provide Bridges program training to Servite High School staff and students. The training will assist Servite in the further development of a safe and welcoming campus culture for parents, students, and where all stakeholders feel respected. Services will be provided August 1, 2020, through June 30, 2021.

Budget Implication:

The total cost is not to exceed \$5,000. (Title II Funds)

Staff Recommendation:

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

11.19 **Contract, Alternative and Augmentative Communication Evaluation, Cindy Cottier**

Background Information:

The District employs psychologists, speech and language pathologists, as well as other personnel who evaluate student's needs for special education and related services. The District has both the right and obligation to assess students with disabilities in all areas of suspected disability. Under the Individuals with Disabilities Education Act and California special education law, a parent of a student with disabilities who disagrees with an evaluation conducted by a school district has a right to obtain an independent educational evaluation at public expense. When a request for an independent evaluation is made, a

district must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the district's evaluation was appropriate.

Current Consideration:

The District received a request for an independent evaluation. In reviewing the information, the District determined that it was in the best interest of the student and the District to provide the independent evaluation and allow the Individualized Education Program team to consider the information.

Budget Implication:

The total cost is not to exceed \$2,000. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the contract. **[EXHIBIT JJ]**

11.20 **Contract, Independent Neuro-Educational Assessment, Dr. Veronica Olvera, Neuro-Educational Clinic**

Background Information:

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

Current Consideration:

During the Mediation portion of Due Process, the District determined that it was in the best interest of the student and the District to provide an independent psycho-educational/ERMHS assessment and allow the Individualized Education Program team to consider the information.

Budget Implication:

The total cost is not to exceed \$7,500. (Special Education Funds)

Staff Recommendation:

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

11.21 **Contract, Independent Educational Evaluation, Gwennyth Palafox, Ph.D., Meaningful Growth**

Background Information:

The District employs psychologists, speech and language pathologists, as well as other personnel who evaluate student's needs for special education and related services. The District has both the right and obligation to assess students with disabilities in all areas of suspected disability. Under the Individuals with Disabilities Education Act and California special education law, a parent of a student with disabilities who disagrees with an evaluation conducted by a school district has a right to obtain an independent educational evaluation at public expense. When a request for an independent evaluation is made, a



district must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the district's evaluation was appropriate.

Current Consideration:

During the Mediation portion of Due Process, the District determined that it was in the best interest of the student and the District to provide an independent transition evaluation and allow the Individualized Education Program team to consider the information.

Budget Implication:

The total cost is not to exceed \$6,500. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the contract. **[EXHIBIT LL]**

11.22 **Contract, Independent Psycho-Educational Evaluation, Jan Casteel, South Coast Psychological & Educational Associates**

Background Information:

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

Current Consideration:

During the Mediation portion of Due Process, the District determined that it was in the best interest of the student and the District to provide an independent psycho-educational assessment and allow the Individualized Education Program team to consider the information.

Budget Implication:

The total cost is not to exceed \$4,000. (Special Education Funds)

Staff Recommendation:

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

11.23 **Amendment, Nonpublic, Nonsectarian School Services Master Contract**

Background Information:

Annually, the Orange County Department of Education negotiates rate structures with non-public schools (NPSs) that are located within California. A NPS is utilized when the needs of a student with disabilities are such that the District cannot meet those needs with existing District programs. When a student is placed in a NPS, the District enters a master contract with the NPS which outlines the legal responsibilities of each party. Only one master contract is necessary for each NPS. The Master Contract was approved by the District in August of 2019 for the 2019-20 year.

Current Consideration:

With school dismissal due to COVID-19 impacting the NPSs, the Orange County Department of Education worked with the NPSs to amend the current contract. The master contract amendment specifies the responsibilities of the NPS and the LEA during distance learning. It also provides new negotiated rates that reflect discounts for related services and transportation. This amendment will be in effect March 16, 2020, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the master contract amendment.

**[EXHIBIT NN]**

11.24 **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 July 18, 2020, through June 30, 2021. The agreement may be renewed for up to four additional one-year terms with mutual consent of CHOC and the assistant superintendent, Education.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.25 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for career and technical education, dual enrollment, English, and social science courses. The books have been made available for public view.

Staff Recommendation:

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

11.26 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in career technical education, dual enrollment, and English courses. 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, July 17, 2020, through August 13, 2020.

Staff Recommendation:

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

**HUMAN RESOURCES**

11.27 **Agreement, Chapman University**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable professional experiences. This agreement provides the opportunity for Chapman University psychology interns to receive payment for providing supervised support services to District students and staff.

Current Consideration:

University interns will provide services including, but not limited to, research and program evaluation, interventions and mental health services, data-based decision making and accountability, legal, ethical, and professional practice, as well as preventive and responsive services. Interns will work under the supervision of the District psychologists and will enter an internship agreement that clearly outlines the roles, expectations, and responsibility of the paid psychology intern. The internship agreement requires all participants to follow District policy and practice regarding work expectations, confidentiality, safety, and dress. The agreement will be effective August 1, 2020, through September 1, 2025.

In addition to the paid interns, the District may continue offering unpaid internships to undergraduates, or those starting their graduate program. The agreement will be signed following Board approval.

Budget Implication:

Intern psychologists will be paid the governing minimum wage. (Medi-Cal Funds)

Staff Recommendation:

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

11.28 **Agreement, California State University, San Bernardino (CSUSB)**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools.

Current Consideration:

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

Students will work under the supervision of District personnel including school site master teachers, psychologists, or other leaders relevant to their field of study to develop skills that prepare them for a career in education. This agreement provides opportunities for all students and interns in their respective fields to observe, participate, and assist. Additionally, District personnel will model professional attire, development, and conduct. This agreement will be in effect July 16, 2020, through June 30, 2023. The agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.29 **2019-20 Fourth Quarterly Report, Williams Uniform Complaints**

Background Information:

The Williams Uniform Complaints report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, and intensive instruction, as well as services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12<sup>th</sup> grade. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education.

Current Consideration:

The Williams Uniform Complaints Fourth Quarterly Report, April 1, 2020, through June 30, 2020, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.30 **Certificated Personnel Report**

Staff Recommendation:

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

11.31 **Classified Personnel Report**

Staff Recommendation:

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

**SUPERINTENDENT’S OFFICE**

11.32 **Public Disclosure of Superintendent’s Extension/Revision Employment Agreement**

Background Information:

On June 18, 2020, the Board of Trustees approved the amendment to the employment agreement for Michael B. Matsuda, Superintendent of the Anaheim Union High School District, extending the agreement by one year and equalizing carry forward vacation days to 29.

Current Consideration:

This item is to publicly disclose the superintendent’s employment agreement.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the amendment to the employment agreement. **[EXHIBIT WW]**

11.33 **Public Disclosure of Employment Agreements with Assistant Superintendents, Chief Academic Officer, and District Counsel**

Background Information:

On June 18, 2020, the Board of Trustees approved the amendments to the employment agreements with Jaron Fried, Ed.D., Assistant Superintendent of Educational Services; Brad Jackson, Assistant Superintendent of Human Resources; Jennifer Root, Ed.D., Assistant Superintendent of Business Services; Manuel Colón, Chief Academic Officer; and Karl H. Widell, District counsel, by extending the agreements by one year and equalizing carry forward vacation days to 29.

Current Consideration:

This item is to publicly disclose the employment agreement with the Assistant Superintendents, Chief Academic Officer, and District Counsel.

Budget Implication:

There is no impact to the budget.

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 amendments to the employment agreements. **[EXHIBITS XX, YY, ZZ, AAA, and BBB]**

- 12. **SUPERINTENDENT AND STAFF REPORT** **INFORMATION ITEM**
- 13. **BOARD OF TRUSTEES’ REPORT** **INFORMATION ITEM**  
Announcements regarding school visits, conference attendance, and meeting participation.
- 14. **ADVANCE PLANNING** **INFORMATION ITEM**

14.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, August 13, 2020, at 5:00 p.m.

Thursday, September 17  
Thursday, October 15

Thursday, November 19  
Tuesday, December 15

14.2 **Suggested Agenda Items**

15. **ADJOURNMENT**

**ACTION ITEM**

*In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Tuesday, July 14, 2020.*

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

**REOPENING OF SCHOOLS FOR THE 2020-21 SCHOOL YEAR**

**RESOLUTION NO. 2020/21-BOT-02**

July 16, 2020

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

**WHEREAS**, on March 13, 2020, the Board of Trustees of the Anaheim Union High School District unanimously passed and adopted Resolution No. 2019/20-BOT-02, declaring a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19) and authorizing the Superintendent to take any and all necessary actions to prepare and respond effectively to COVID-19; and

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

**WHEREAS**, 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; and

**WHEREAS**, pursuant to Resolution No. 2019/20-BOT-02, on March 19, 2020, the Superintendent took action to extend the dismissal of all AUHSD school sites through April 17, 2020, in recognition of the guidance of public health officials, including the need to engage in social distancing, in an effort to slow or halt the progression of the disease; and

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

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

**WHEREAS**, in contemplation of the reopening of schools at the beginning of the 2020-21 school year, the District began convening an Opening of Schools Task Force (OSTF) on April 23, 2020, with over fifty members from all stakeholder groups, including the leaders of the California School Employees Association (CSEA), the Anaheim Secondary

Teachers Association (ASTA), and the American Federation of State, County and Municipal Employees (AFSCME); and

**WHEREAS**, following guidance from the California Department of Public Health and California Department of Education, and other federal, state, and local agencies, the OSTF formulated three options for opening the District's schools; and

**WHEREAS**, Option 1 is a blended instructional model where, except in special circumstances as otherwise noted, students will see their teacher on Monday virtually (synchronous) and in-person either Tuesday, Wednesday, or Thursday, based on alphabetical cohorts, creating the opportunity for physical distancing both in and out of class; and

**WHEREAS**, Option 2 is a full virtual/distance learning instructional model, where students are not physically present on campuses; and

**WHEREAS**, Option 3 is a full in-person instructional model, where all students and staff will be on campus; and

**WHEREAS**, the Board of Trustees held a special meeting on July 2, 2020 to receive a presentation on the work of the OSTF, current conditions, and recommendations for opening schools at the beginning of the 2020-21 school year; and

**WHEREAS**, the Board of Trustees recognizes the importance of balancing the needs of students, families, teachers, staff, and community in the face of continued spread of COVID-19 in the community; and

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

(1) Under the totality of the circumstances described herein and known at this time, Option 1 is the appropriate mechanism for reopening the District's schools at the beginning of the 2020-21 school year, and the Board of Trustees hereby adopts and approves Option 1 for the reopening of District schools; and

(2) In recognition that these are difficult and uncertain times, and plans may change as local, state, and federal guidance evolves, the Board of Trustees reaffirms the authorization of the Superintendent and/or his designee in Resolution No. 2019/20-BOT-02 to take any and all actions necessary to ensure the continuation of public education, and the health and safety of students and staff throughout the District, including shifting, as necessary among Options 1, 2, and 3, or other instructional models as may be necessary based on federal, state, or local directives and the best interests of the District.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on July 16, 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 16<sup>th</sup> day of July, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16<sup>th</sup> day of July 2020.

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

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

**STATE ALLOCATION BOARD AND SCHOOL FACILITY PROGRAM BEYOND  
BOND AUTHORITY ACKNOWLEDGMENT**

**RESOLUTION NO. 2020/21-F-01**

July 16, 2020

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

**WHEREAS**, the Board of Trustees has determined that school facilities within the Anaheim Union High School District (the "District") of Orange County, California, need to be constructed, reconstructed and modernized; and

**WHEREAS**, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

Pursuant to Title 2, Code of California Regulations, Section 1859.95.1, the Board of Trustees of the Anaheim Union High School District hereby acknowledges the following:

(1) The Board of Trustees acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.

(2) The Board of Trustees acknowledges that the State of California is not expected nor obligated to provide funding for the project(s), and the acceptance of the applications does not provide a guarantee of future state funding.

(3) The Board of Trustees acknowledges that any potential future state bond measures for the School Facility Program may not provide funds for the application being submitted.

(4) The Board of Trustees acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The District's approved application(s) may be returned.

(5) The Board of Trustees acknowledges that they are electing to commence any pre-construction or construction activities at the District's discretion, and that the State of California is not responsible for any pre-construction or construction activities.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the Anaheim Union High School District accepts and acknowledges that the above language applies to funding applications submitted under the School Facility Program for the following project.

- Anaheim High School-Fire Alarm System Upgrade

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on July 16, 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 at the regular meeting thereof held on the 16<sup>th</sup> day of July 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 16<sup>th</sup> day of July 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**

**Approval of Notice of Exemption for the  
Anaheim High School Fire Alarm Upgrade Project**

**RESOLUTION NO. 2020/21-F-02**

July 16, 2020

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

**WHEREAS**, on July 10, 2014, the Anaheim Union High School District's (District) governing board (Board) approved the District's Facilities Master Plan (FMP) to address the facilities needs of the District over the next ten years; and

**WHEREAS**, the District owns and operates Anaheim High School, located at 811 West Lincoln Avenue, in the City of Anaheim, County of Orange, State of California; and

**WHEREAS**, capital improvement projects at Anaheim High School are identified in the approved FMP; and

**WHEREAS**, the Anaheim High School Fire Alarm Upgrade Project (Project) is consistent with the intent of the approved FMP; and

**WHEREAS**, on July 16, 2020, the Board awarded a public works contract for the Project; and

**WHEREAS**, the scope of the Project consists of the replacement of the fire alarm system throughout the school; and

**WHEREAS**, the Board has determined that the Project is categorically and statutorily exempt from the provisions of the California Environmental Quality Act of 1974 ("CEQA"), Public Resources Code Sections 21000 et seq., as amended, pursuant to Title 14, Sections 15301 and 15303 of the California Code of Regulations, as well as Public Resources Code Section 21080.35, as the Project consists of minor alterations of existing structures, facilities, and mechanical equipment involving negligible or expansion of existing or former use (see paragraph) (f) which lists the addition of safety devices for use with existing structures or facilities as an example; and, the installation of small new equipment in expansion of structures (see paragraph) (d) which list utilities serving such structures; and the construction and location of limited numbers of new, small structures and installation of small, new equipment in small structures; and

**WHEREAS**, the combined effect of the different types of CEQA exemptions enumerated above places the Project as a whole outside the purview of CEQA (Surfrider Foundation v. California Coastal Commission (1994) 26 Cal.App.4th 151).

**NOW, THEREFORE BE IT RESOLVED**, the Board of Trustees of the Anaheim Union High School District hereby resolves and declares, as follows.

**Section 1.** The Notice of Exemption attached hereto as Exhibit "A" and incorporated herein by reference is approved and adopted.

**Section 2.** The superintendent or his designee is hereby authorized and directed to cause the Notice of Exemption to be executed and timely filed with the Orange County Clerk-Recorder.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on July 16, 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 at the regular meeting thereof held on the 16<sup>th</sup> day of July 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 16<sup>th</sup> day of July 2020.

---

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

EXHIBIT "A"

NOTICE OF EXEMPTION

## Notice of Exemption

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

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

County Clerk-Recorder  
 County of Orange  
 12 Civic Center Plaza, Room 101  
 Santa Ana, CA 92701

Project Title: Anaheim High School Fire Alarm Upgrade Project

Project Applicant: Anaheim Union High School District

Project Location – Specific: Anaheim High School, 811 West Lincoln Avenue, Anaheim, CA 92805

Project Location – City: Anaheim Project Location – County: Orange

Description of Nature, Purpose, and Beneficiaries of Project:  
 The Project consists of the upgrade / replacement of the existing fire alarm system at Anaheim High School. The beneficiaries will be the students, parents, staff, teachers, and administrators.

Name of Public Agency Approving Project: Anaheim Union High School District

Name of Person or Agency Carrying Out Project Anaheim Union High School District

**Exempt Status: (check one):**

- |                                     |   |  |
|-------------------------------------|---|--|
| <input type="checkbox"/>            | Ministerial (Sec. 21080(b)(1); 15268)                 |  |
| <input type="checkbox"/>            | Declared Emergency (Sec. 21080(b)(3); 15269(a))       |  |
| <input type="checkbox"/>            | Emergency Project (Sec. 21080(b)(4); 15269(b)-(c))    |  |
| <input checked="" type="checkbox"/> | Categorical Exemption. State type and section number: | <u>Section 15301 (Existing Facilities) and Section 15303 (New Construction or Conversion of New Structure)</u> |
| <input checked="" type="checkbox"/> | Statutory Exemptions. State Code number:              | <u>Public Resources Code Section 21080.35</u>  |

Reasons why project is exempt:  
 The upgrade / replacement of the fire alarm system at Anaheim High School is categorically exempt pursuant to Section 15301, as it consists of minor alterations of existing structures, facilities, and mechanical equipment involving negligible or no expansion of existing or former use (see paragraph (f) which lists the addition of safety devices for use with existing structures or facilities as an example); and, Section 15303, as it consists of the installation of small new equipment in structures (see paragraph (d) which lists utilities serving such structures).

Lead Agency  
 Contact Person: Patricia Neely Area Code/Telephone/Extension: (714) 999-3505

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date:      /      /2020 Title: Assistant Superintendent, Business

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at \_\_\_\_\_  
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code. OPR:

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

**Approval of Notice of Exemption for the  
Magnolia High School Site Improvement Project**

**RESOLUTION NO. 2020/21-F-03**

July 16, 2020

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

**WHEREAS**, on July 10, 2014, the Anaheim Union High School District's (District) governing board (Board) approved the District's Facilities Master Plan (FMP) to address the facilities needs of the District over the next ten years; and

**WHEREAS**, the District owns and operates Magnolia High School, located at 2450 West Ball Road, in the City of Anaheim, County of Orange, State of California; and

**WHEREAS**, capital improvement projects at Magnolia High School are identified in the approved FMP; and

**WHEREAS**, the Magnolia High School Site Improvement Project (Project) is consistent with the intent of the approved FMP; and

**WHEREAS**, on July 16, 2020, the Board awarded a public works contract for the Project; and

**WHEREAS**, the scope of work of the Project consists of the replacement of (1) Reconstruction and reconfiguration of the existing fire access road and rear parking lot to improve vehicular circulation and emergency service; (2) Site improvements to address ADA path of travel issues throughout the site, hardscape deficiencies, safety, and accessibility issues in the quad; (3) Site improvements to address drainage issues; (4) Installation of security fencing and gates; (5) Installation of drought tolerant landscaping and water efficient irrigation system; (6) Upgrade of site utilities; (7) Reconstruction of tennis courts; (8) Installation of surveillance cameras and exterior lighting; (9) Installation of shade structures; and, (10) Modernization of restrooms; and

**WHEREAS**, the Board has determined that the Project is categorically and statutorily exempt from the provisions of the California Environmental Quality Act of 1974 ("CEQA"), Public Resources Code Sections 21000 et seq., as amended, pursuant to Title 14, Sections 15301, 15302, 15303, 15304, and 15311 of the California Code of Regulations, as well as Public Resources Code Section 21080.35, as the Project consists of the repair, maintenance, and minor alterations of existing public structures, facilities, and mechanical equipment involving negligible or no expansion of existing or former use; the replacement and reconstruction of existing structures, facilities, and systems on the same site and having substantially the same purpose and capacity as the structures, facilities, and systems replaced; the construction and location of limited numbers of new, small structures and installation of small, new equipment in small structures; minor public alterations in the condition of land and/or vegetation that do not involve removal of healthy, mature, scenic trees; and the construction and placement of minor structures accessory to existing institutional facilities; and



**WHEREAS**, the combined effect of the different types of CEQA exemptions enumerated above places the Project as a whole outside the purview of CEQA (Surfrider Foundation v. California Coastal Commission (1994) 26 Cal.App.4th 151).

**NOW, THEREFORE BE IT RESOLVED**, the Board of Trustees of the Anaheim Union High School District hereby resolves and declares, as follows.

**Section 1.** The Notice of Exemption attached hereto as Exhibit "A" and incorporated herein by reference is approved and adopted.

**Section 2.** The superintendent or his designee is hereby authorized and directed to cause the Notice of Exemption to be executed and timely filed with the Orange County Clerk-Recorder.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on July 16, 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 at the regular meeting thereof held on the 16<sup>th</sup> day of July 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 16<sup>th</sup> day of July 2020.

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

EXHIBIT "A"

NOTICE OF EXEMPTION

## Notice of Exemption

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

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

County Clerk-Recorder  
County of Orange  
12 Civic Center Plaza, Room 101  
Santa Ana, CA 92701

Project Title: Magnolia High School Site Improvement Project

Project Applicant: Anaheim Union High School District

Project Location – Specific: Magnolia High School, 2450 West Ball Road, Anaheim, CA 92804

Project Location – City: Anaheim Project Location – County: Orange

Description of Nature, Purpose, and Beneficiaries of Project:  
Please refer to the Attachment to NOE, included herewith, for a description of the nature and purpose of the project. The beneficiaries will be the students, parents, staff, teachers, and administrators.

Name of Public Agency Approving Project: Anaheim Union High School District

Name of Person or Agency Carrying Out Project Anaheim Union High School District

**Exempt Status: (check one):**

- Ministerial (Sec. 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15269(b)-(c))
- Categorical Exemption. State type and section number: Please refer to the Attachment to NOE
- Statutory Exemptions. State Code number: Public Resources Code Section 21080.35

Reasons why project is exempt:  
Please refer to the Attachment to NOE

Lead Agency  
Contact Person: Patricia Neely Area Code/Telephone/Extension: (714) 999-3505

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_ Date:  / /2020 Title: Assistant Superintendent, Business

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at \_\_\_\_\_  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code. OPR:

**ATTACHMENT TO NOTICE OF EXEMPTION****Anaheim Union High School District  
Magnolia High School-High School  
Site Improvement Project**

Description of Nature, Purpose, and Beneficiaries of Project: The Project consists of (1) Reconstruction and reconfiguration of the existing fire access road and rear parking lot to improve vehicular circulation and emergency service; (2) Site improvements to address ADA path of travel issues throughout the site, hardscape deficiencies, safety, and accessibility issues in the quad; (3) Site improvements to address drainage issues; (4) Installation of security fencing and gates; (5) Installation of drought tolerant landscaping and water efficient irrigation system; (6) Upgrade of site utilities; (7) Reconstruction of tennis courts; (8) Installation of surveillance cameras and exterior lighting; (9) Installation of shade structures; and, (10) Modernization of restrooms.

Exempt Status: Categorical Exemption. State type and section number: Sections 15301 (Existing Facilities); 15302 (Replacement or Reconstruction); 15303 (New Construction or Conversion of Small Structures); 15304 (Minor Alterations to Land); and 15311 (Accessory Structures)

Reasons why project is exempt:

The Project components are exempt from the California Environmental Quality Act ("CEQA") for the reasons elaborated upon below. Moreover, the Project as a whole is exempt from CEQA because the Project components do not have the potential for causing a significant effect on the environment, whether individually or collectively. The combined effect of the different types of CEQA exemptions enumerated below places the Project as a whole outside the purview of CEQA. (*Surfrider Foundation v. California Coastal Commission* (1994) 26 Cal.App.4th 151.) The Project therefore does not require CEQA action beyond this Notice of Exemption.

- (1) The reconstruction and reconfiguration of the existing fire access road and rear parking lot to improve vehicular circulation and emergency service, is categorically exempt pursuant to Section 15301, as it consists of a minor alteration of an existing public structure involving negligible or no expansion of existing or former use.
- (2) The site improvements to address ADA path of travel issues throughout the site, hardscape deficiencies, safety, and accessibility issues in the quad are categorically exempt pursuant to Section 15301, as they consist of minor alterations of existing public structures or facilities involving negligible or no expansion of existing or former use.
- (3) The site improvements to address drainage issues are categorically exempt pursuant to Section 15301, as it consists of a minor alteration of existing public facilities involving negligible or no expansion of existing or former use; Section 15303, as it consists of the construction and location of limited numbers of new, small structures (see paragraph (e), which lists accessory structures as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing facilities.
- (4) The installation of security fencing and gates, is categorically exempt pursuant to Section 15303, as it consists of the construction and location of limited numbers of new, small accessory structures (see paragraph (e), which lists fences as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing institutional facilities.
- (5) The installation of drought tolerant landscaping and a water efficient irrigation system is categorically exempt pursuant to Section 15301, as it consists of the minor alteration of mechanical equipment involving negligible or no expansion of existing or former use; and Section 15304, as it consists of minor public alterations in the condition of land and/or

vegetation that do not involve removal of healthy, mature, scenic trees (see paragraph (b), which lists new gardening or landscaping and the replacement of existing conventional landscaping with water efficient landscaping as examples).

- (6) The upgrade of site utilities is categorically exempt pursuant to Section 15301, as it consists of a minor alteration of existing public structures or facilities involving negligible or no expansion of existing or former use; and Section 15302, as it consists of the replacement of existing structures or facilities where the new structures or facilities will be located on the same site and will have substantially the same purpose and capacity as the structures or facilities replaced (see paragraph(c), which lists the replacement of existing utility systems as an example).
- (7) The reconstruction of tennis courts is categorically exempt pursuant to Section 15301, as it consists of the repair, maintenance, or minor alteration of an existing public structure involving negligible or no expansion of use; and Section 15302, as it consists of the reconstruction of an existing structure where the new structure will be located on the same site and will have substantially the same purpose and capacity as the structure replaced.
- (8) The installation of surveillance cameras and exterior lighting is categorically exempt pursuant to Section 15303, as it consists of the location of limited numbers of new, small structures and installation of small new equipment in small structures (see paragraph (d), which lists electrical extensions of reasonable length, and paragraph (e), which lists accessory structures, as examples); and Section 15311, as it consists of the placement of minor structures accessory to existing institutional facilities.
- (9) The installation of shade structures is categorically exempt pursuant to Section 15303, as it consists of the construction and location of limited numbers of new, small structures (see paragraph (e), which lists accessory structures as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing institutional facilities.
- (10) The modernization of restrooms is categorically exempt pursuant to Section 15301, as it consists of a minor alteration of existing public structures or facilities involving negligible or no expansion of existing or former use.

## 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 bid was awarded.

3. The name of the Superintendent at the time the construction bid was awarded.
4. The name of the architect.
5. 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/lc/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

Approved: TBD

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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

Approved: TBD

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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);
2. 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.
3. Annually submit a summary report of expenditures to the State Allocation Board in accordance with law (Education Code 17076.10);
4. Include in the plans a hard-wired connection to a public switched telephone network, or utilization of wireless technology (Education Code 17077.10);
5. 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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**Facilities**Definitions

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

**FACILITIES FINANCING**

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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

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**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

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**Facilities**Level 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.

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.

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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

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**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;

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)

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

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



**Facilities**Election 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

Check Appropriate Box Below	
We did not change this sample	
We changed this sample and highlighted our changes	<b>X</b>

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.

<b>Name of SFA:</b> Anaheim Union High School District		
CNIPS ID: 02063	Vendor Number: 66431Z	
<b>Name of Recipient School/Agency:</b> Anaheim Academy (DBA Vibrant Minds Charter School)		
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 10, 2020 and ends on June 30, 2021  
 (Note: Must not exceed one year term: no extensions [e.g., July 1, 2018, to June 30, 2019]).

This Interagency Agreement (hereinafter referred to as **Agreement**) executed in duplicate and entered into on July 16, 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 Meals Program
- Breakfasts served under the:
  - School Breakfast Program
  - Seamless Summer Feeding Option
  - Child and Adult Care Food Program
  - Summer Meals 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 or snacks served to students, according to each child's eligibility category, at the rate of one breakfast, lunch, and/or snack per child per day.
3. Once approved by the CDE, **the term of this Agreement is one (1) year** as indicated on the cover page. Either party may terminate this Agreement for cause with 10 days' written notice. The **SFA** will provide a written notice of termination to the CDE NSD.
4. The **SFA** will conduct the free and reduced-price meal application process, including the distribution, review, and approval of applications for sites belonging to the **Recipient**. The **SFA** will create and update the eligibility roster and provide current lists of students and their eligibility category to the **Recipient** as soon as possible after changes occur.
5. The **Recipient** will perform the point-of-service meal counts. The **SFA** will provide training as necessary to the **Recipient's** staff

regarding point-of-service meal counts and completion of all required documents; however, 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 and snacks in the Anaheim Union High School District Central Kitchen located at 501 N. Crescent Way, Anaheim, CA 92803. 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 and snacks needed no later than designated order date as stipulated by the **SFA**. The **SFA** is not obligated to provide any meals on days when the **SFA** is not open for business.
13. The **Recipient** will provide all equipment necessary to hold meals at the proper temperature. Additional equipment identified as being necessary will be provided by the **SFA**.
14. The **SFA** will provide all equipment necessary to transport meals and snacks to the **Recipient**.
15. All meals, including those for field trips, will be transported from the SFA to the **Recipient**.
16. Prepared meals will be available for transport or pickup no later than those times mutually agreed upon between the SFA and Recipient.
17. The **SFA** will store all food, including USDA Foods. Except for those items used on a daily basis by the Recipient.

18. Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
19. The Recipient will return on a daily basis any and all equipment owned by the SFA.
20. The **SFA** will provide the necessary trays, dishes, utensils, straws, and napkins.
21. No later than one (1) week prior to the end of each month, the **SFA** will provide to the **Recipient** a monthly menu specifying the meals and snacks to be served the following month.
22. The **SFA** will submit to the **Recipient** itemized invoices for meals and snacks provided by the **SFA**. The invoices will be for the actual cost of producing meals and snacks plus payments from participating children and adults, minus state and federal reimbursements. The **Recipient** will submit payment to the **SFA** in such form as required by the **SFA** on or before the last business day of the following month.
23. 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.
24. The gifting or exchange of USDA Foods is not permitted. Until students are served a meal or snack, all USDA Foods remain the property of the **SFA**.
25. 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**.
26. The Recipient will keep and maintain liability insurance, including extended coverage for product liability, in an amount no less than \$1,000,000.00 for each occurrence. The Recipient will provide the SFA with a certificate evidencing insurance in this amount, naming the SFA as an additional insured, and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the SFA.
27. 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.

EXHIBIT P

28. After the **SFA** has taken all reasonable steps to recover unrecovered or delinquent debt, and if the **SFA** is unsuccessful in collecting the debt by the end of the fiscal year, then the CDE considers the debt as bad debt and the **SFA** must use nonfederal funding sources. The **SFA** shall provide the **Recipient** with an invoice listing the students who have delinquent debt at the end of the school year. The **Recipient** will issue a check to the **SFA** in the amount of the total debt owed by all students listed on the invoice.
29. **SFA** shall pay no more than 2.0 hours of **Recipient** school cashier time per school day as documented on the Monthly PAR (personnel activity report) Reports. **Recipient** shall send Monthly PAR Reports to **SFA**. Billing and payments for cashier time wages, not to exceed \$15.00 per hour, taxes, and benefits, if applicable, shall occur quarterly. **Recipient** is responsible for ensuring the name of the cashier and corresponding hourly wages, not to exceed \$15.00 per hour, are accurately reflected on the quarterly invoice statements. The actual charges will be calculated on current costs at the time of billing except that any retroactive labor costs resulting from salary negotiations will be added to the first billing subsequent to the incursion of said retroactive costs. Cashier time will be documented by daily PARs as required by federal regulations. The cashier will be required to record actual time spent conducting work solely for the **SFA**, will sign off on time and have the **Recipient** administrator's signature and date recorded to document each pay period. **SFA** will reconcile the Monthly PAR Reports to the quarterly invoice statements.
30. **Recipient** will be responsible for arranging and paying for pest control services.
31. **Recipient** will be responsible for having a Wellness Policy that complies with all State and Federal regulations. The **Recipient** will provide the **SFA** with a copy of the policy.



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:

<b>Name and Title of SFA Official:</b> Jennifer Root, Assistant Superintendent Business		<b>Phone Number:</b> 714-999-3555
<b>Signature of SFA Official:</b>	<b>Date:</b>	<b>Fax Number:</b>
<b>E-mail Address:</b> root_j@auhsd.us		
<b>Name and Title of Recipient School or Agency</b> Debra Schroeder, Ed.D. Founding Director		<b>Phone Number:</b> 714-563-2390
<b>Signature of Recipient School or Agency Official:</b>	<b>Date:</b>	<b>Fax Number:</b>
<b>E-mail Address:</b> dschroeder@vibrantminds.us		

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU or Agreement) is entered into by and between \_\_\_\_\_ and the Anaheim Union High School District (AUHSD), a public school district serving the cities of Anaheim, Buena Park, Cypress, La Palma and Stanton in Orange County.

WHEREAS, Latino Health Access, a nonprofit organization, assists in improving the quality of life and health of uninsured, under-served people through quality preventive services and educational programs emphasizing responsibility and full participation in decisions affecting health; and

WHEREAS, Latino Health Access has partnered with the Orange County Health Care Agency (OCHCA), in collaboration with epidemiologists and medical researchers from the University of California, Irvine (UCI), to address the growing spread of cases of the novel coronavirus (COVID-19) in neighborhoods in Anaheim and Santa Ana; and

WHEREAS, the AUHSD supports the work of Latino Health Access, OCHCA, and UCI to meet the needs of the AUHSD community; and

WHEREAS, Latino Health Access has identified \_\_\_\_\_ to provide accessible COVID-19 testing appointments within the AUHSD community at \_\_\_\_\_ on \_\_\_\_\_; and

WHEREAS, in exchange for \_\_\_\_\_ providing accessible COVID-19 testing appointments for AUHSD families and community, AUHSD agrees to waive facility use charges identified in District's Board Policy 9701.01 Community Use of School Facilities (Board Policy 9701.01) for such use.

NOW, THEREFORE, the parties agree as follows:

1. Subject to the terms of this Agreement, AUHSD shall allow \_\_\_\_\_ to provide accessible COVID-19 testing appointments at such AUHSD locations on dates and times mutually agreed upon by the parties through June 30, 2021. AUHSD shall waive charges for \_\_\_\_\_'s use of its facilities subject to all other terms and conditions in Board Policy 9701.01. Representatives from AUHSD and \_\_\_\_\_ agree to work collaboratively for purposes of implementation of the intent of this Agreement.

2. At all times relevant, and pursuant to the terms and conditions of this Agreement, Latino Health Access and \_\_\_\_\_ are and shall be construed to be independent contractors and not agents, servants, or employees of AUHSD. No joint venture or shared enterprise is created by this Agreement.

3. \_\_\_\_\_ will seek compensation for services related to this Agreement, if any, from private and governmental sources outside AUHSD. Under no circumstances will AUHSD be responsible for the cost of any services provided pursuant to this Agreement.

4. The parties shall comply with all applicable federal, state, and municipal statutes or ordinances. Among other things, \_\_\_\_\_ shall be solely responsible for the maintenance and privacy of patient records related to services provided pursuant to this Agreement.

5. AUHSD may at any time for any reason terminate this Agreement. Written notice by AUHSD's superintendent shall be sufficient to stop further performance of the MOU. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

6. \_\_\_\_\_ shall secure and maintain in force during the term of this Agreement, at its cost and expense, commercial general liability insurance coverage, which includes coverage for sexual abuse and molestation, in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/TWO MILLION DOLLARS (\$2,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California or public entity risk management joint powers authority, authorized to provide public liability and property damage coverage in the state of California. \_\_\_\_\_ shall also maintain business automobile liability insurance, if applicable, and workers' compensation coverage for its employees as required by the State of California law. Said policy of insurance, shall expressly name each other party, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including a separate endorsement shall be furnished within 30 calendar days of full execution of this Agreement.

7. Each party shall defend, indemnify, and hold the other harmless from all losses, obligations, claims, liability, settlement, payment, judgment, or award, including costs and legal fees incurred or required to be paid due to any claim resulting from the other party's negligence or misconduct in connection with the performance of this Agreement.

8. Neither this Agreement nor any of the rights or duties under it may be assigned or delegated by either party without the other party's express written authorization.

9. Written notice under this Agreement shall be delivered personally or sent by United States Registered or Certified Mail, postage prepaid as follows:

_____:	ANAHEIM UNION HIGH SCHOOL DISTRICT
Name	Jaron Fried, Ed.D.
Title	Assistant Superintendent, Education
Address	501 N. Crescent Way
Address	Anaheim, CA 92801

10. If any provision of this Agreement, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remainder of this Agreement shall not be affected, and shall be enforceable to the fullest extent permitted by law.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California; venue shall be Orange County, California.

12. This Agreement may be amended only by a written document signed by the parties.

13. The parties agree that this Agreement is a complete statement of their entire agreement, and supersedes all previous communications between them.

14. Nothing in this Agreement, express or implied, shall confer upon any person, firm, or corporation other than the parties and their respective successors or assigns, any remedy or claim as third party beneficiaries or otherwise. All of the terms, covenants, and conditions in this Agreement shall be for the sole and exclusive benefit of the parties and their successors and assigns.

15. No waiver of or failure by either party to enforce a provision, covenant, condition, or right under this Agreement shall be construed as a subsequent waiver of the same right or provision, or waiver of any other right. No extension of time for performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

By signing below, the signatories represent that they are authorized to execute this Agreement on behalf of their respective party:

\_\_\_\_\_

ANAHEIM UNION HIGH SCHOOL  
DISTRICT

\_\_\_\_\_  
Name

\_\_\_\_\_  
Jaron Fried, Ed.D.

Title

Assistant Superintendent, Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING BETWEEN  
INTERNATIONAL KOREAN EDUCATORS NETWORK (IKEN)  
AND ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

This Memorandum of Understanding (MOU) is hereby made and entered into as of July 16, 2020 by and between International Korean Educators Network (IKEN), whose principal place of business is located at 16156 High Tor Dr., Hacienda Heights, CA 91745, and the Anaheim Union High School District (AUHSD), whose principal place of business is located at 501 N. Crescent Way, Anaheim, CA 92801.

1. Purpose: This MOU sets forth the mutual understanding between IKEN and the AUHSD concerning e-Learning Korean language and culture classes to be provided by AUHSD to its students, including students enrolled at Cambridge Virtual Academy (CVA), beginning with the fall semester of the 2020-2021 school year.

2. In exchange for the IKEN funding set forth below, AUHSD agrees to establish and administer e-Learning Korean language and culture classes for AUHSD students, including CVA students, for three (3) academic years, or the total of six (6) semesters, to include one class of Korean 1 in the 2020-2021 school year, one class of Korean 2 in the 2021-2022 school year, and one class of Korean 3 in the 2022-2023 school year.

3. In exchange for AUHSD establishing and administering e-Learning Korean language and culture classes for AUHSD students, including CVA students, set forth above, IKEN agrees to provide the following funding to AUHSD to support the program: The total amount of \$30,000 to be paid over three (3) consecutive years in the amount of \$15,000 by August 1, 2020 for the 2020-2021 school year; \$10,000 by August 1, 2021 for the 2021-2022 school year; and \$5,000 by August 1, 2022 for the 2022-2023 school year. These funds shall be used only for AUHSD's e-Learning Korean language and culture classes.

4. AUHSD may at any time for any reason terminate this Agreement, provided that if AUHSD discontinues the e-Learning Korean language and culture classes within three (3) years of the first day of Korean language instruction, AUHSD will return materials purchased with IKEN funds, if any, including textbooks, technological devices, software/hardware programs, and cultural activity materials, to IKEN within one (1) month of the last day of Korean instruction. Written notice by AUHSD's superintendent shall be sufficient to stop further performance of the MOU. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner. AUHSD's liability shall be limited to the return of materials described herein.

5. Each party shall defend, indemnify, and hold the other harmless from all losses, obligations, claims, liability, settlement, payment, judgment, or award, including costs and legal fees incurred or required to be paid due to any claim resulting from the other party's negligence or misconduct in connection with the performance of this Agreement.

6. This MOU constitutes the entire agreement between IKEN and AUHSD and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only by a written instrument executed by both parties.

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

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

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

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

International Korean Educators Network

Anaheim Union High School District

\_\_\_\_\_  
Sung Kim  
President

\_\_\_\_\_  
Dr. Jaron Fried  
Assistant Superintendent, Ed, Division

## **Memorandum of Understanding**

This Memorandum of Understanding is between the Anaheim Union High School District (AUHSD or District) and Cypress College/North Orange County Community College District (CC/NOCCCD).

### **1. Statement of Purpose:**

This MOU defines the terms and conditions under which an AUHSD certificated teacher will be released for one period by the District for the 2020-21 school year to coordinate the Magnolia Cybersecurity under this MOU agreement between CC/NOCCCD and AUHSD.

### **2. Duration of the MOU**

The MOU will become effective as of the date of the signing by the final signatory below and be in effect until June 30, 2021. The following terms and conditions shall be incorporated in their entirety where applicable.

### **3. Services**

AUHSD enters this agreement with NOCCCD releasing a certificated teacher from one period of his/her duties to the District under her employment agreement and to coordinate the Magnolia Cybersecurity Institute program at Magnolia High School during the 2020-21 school year.

### **4. Invoice and Payments:**

AUHSD will invoice CC/NOCCCD periodically in arrears for actual salary and benefit costs incurred during the previous billing period. CC/NOCCCD will pay invoices within thirty (30) days of receipt.

### **5. Indemnification:**

AUHSD shall defend, indemnify and hold CC/NOCCD, its officers, employees and agents harmless from any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of the Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AUHSD, its officers, agents or employees.

CC/NOCCCD shall defend, indemnify, and hold AUHSD, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims of injury

or damages are caused by or result from the negligent or intentional acts or omissions of CC/NOCCCD, its officers, agents or employees.

## **6. Insurance:**

NOCCCD shall insure its activities in connection with the work under this agreement and obtain, keep in force and maintain insurance as follows:

- a. General Liability Insurances, including Government Codes and Errors and Omissions Coverage with a combined single limits of one million dollars (\$1,000,000) each occurrence. If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to coinciding with the effective date of the Agreement.

It is expressly understood, however, that the coverage and limits referred to under a above shall not in any way limit the liability of District. The coverage required under a of this Article shall include AUHSD as an additional insured. Such provision shall apply only in proportion to and to the extent of negligent acts or omissions of the Contractor, its officers, employees or agents. CC/NOCCCD will furnish to the District with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten days for non-payment of premium) advance written notice to District of any material modification, change or cancellation of the above insurance coverage.

## **7. Termination:**

Any party may terminate the Agreement for any reason. In the event of such termination, the party seeking to terminate this agreement shall give written notice in advance no later than February 1 of the preceding school year with an effective date no sooner than the following July 1 to the other party. CC/NOCCCD shall reimburse AUHSD for the portion of the selected teacher's cost incurred for services provided to CC/NOCCCD through its effective date of termination.

## **8. No Third Party Rights**

Nothing in the Agreement is intended to make any person or entity who is not signatory to the agreement a third-party beneficiary of any right created by the Agreement or by operator of law.

## **9. Dispute Resolution**

Any dispute arising regarding the interpretation or implementation of the Agreement, including any claims for breach of the Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be in Orange County, California and any enforcement of the arbitrator's decision shall be brought to Superior Court of Orange County, California.



**10. Attorney's Fees**

If any action brought by a party to enforce the terms of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

**11. Notices**

Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

For CC/NOCCCD: NOCCCD

For Anaheim Union High School District  
Assistant Superintendent Educational Services  
501 Crescent Way  
Anaheim, CA 92803

**12. Entire Agreement**

The Agreement constitutes the entire agreement and understanding between CC/NOCCCD and AUHSD and supersedes all prior written or oral agreements with respect to subject matter herein. Any modification to the Agreement must be made in writing and signed by the authorized representatives of CC/NOCCCD and AUHSD.

**13. Governing Law**

The laws of the State of California shall govern the Agreement

The Parties agree to the terms of this MOU, which have been approved by the Board of Trustees of the Anaheim Union High School District.

On behalf of AUHSD

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jaron Fried, Ed.D.  
Assistant Superintendent, Education

On behalf of NOCCCD

Dated: \_\_\_\_\_

By: \_\_\_\_\_

[Name],  
[Title]

## ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT

THIS AGREEMENT, dated the 19TH day of JULY, 2020, in the County of Orange, State of California, is by and between the “District”, and EXPLORE LEARNING, LLC (hereinafter referred to as “Contractor”).

Whereas. Contractor agrees to provide ExploreLearning Gizmos and related services for the District and shall provide all application access and work as provided in Contractor’s Quote #Q-133841, included as part 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 July 19, 2020, through July 18, 2023.

3. 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 Agreement or any document furnished by the Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the Agreement documents;
- (d) any failure to provide notice to any party as required under the Agreement; 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.

4. 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.

5. 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.

6. 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
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
Comprehensive Automobile Liability Insurance Anaheim Union High School District	<u>\$1,000,000.00</u>	<u>\$2,000,000.00</u>

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 \_\_\_\_\_ per occurrence \_\_\_\_\_ general aggregate

Workers' Compensation \$1,000,000.00  
Insurance in accordance with  
Sections 3700 and 3800 of the Labor Code of the  
State of California

7. 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 \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

8. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

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

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

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

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

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

12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable 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.

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

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

15. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the County of Orange.

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

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

18. The Contractor hereby agrees, under the Agreement, he will comply with the Anaheim Union  
Anaheim Union High School District

ExploreLearning Gizmos  
Page 4 of 9

High School Board of Trustee's Policy (BP 6317.15) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

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

A. The Contractor fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the 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.

In case of such termination, 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 Contractor will prorate, by the month, and refund the remaining balance to the District. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

20. As we enter into a contract for digital resources, that Contractor must sign the California Student Data Privacy Agreement or CSDPA (attached). California has passed student data privacy laws, Ed Code 49073.1 (incorporating AB 1584) and California Business & Professions Code 22584 (incorporating SOPIPA), that require schools to only enter into contracts for digital resources that meet the stated data privacy thresholds; therefore, we need to have a signed data privacy agreement. If Contractor has a CSDPA V2 contract with an Exhibit E with another District, the District may elect to execute it's own Exhibit E.

21. At the time of contract award and during the entire term of the Agreement, the Contractor, including all subcontractors, if any, shall fully comply with the provisions of Education Code 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.

Anaheim Union High School District

ExploreLearning Gizmos  
Page 5 of 9

CONTRACTOR:

ExploreLearning, LLC  
110 Avon St., Suite 300  
Charlottesville, VA 22902

*Julia M. Given*

\_\_\_\_\_  
(Signature, Authorized Representative)

Julia M Given

\_\_\_\_\_  
Signer's Name

VP Finance

\_\_\_\_\_  
Title

38-3942548

\_\_\_\_\_  
(EIN)

866-882-4141

\_\_\_\_\_  
(Telephone)

sales@explorellearning.com

\_\_\_\_\_  
(Email Address)

7/7/20

\_\_\_\_\_  
(Date)

DISTRICT:

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

\_\_\_\_\_  
(Signature, Authorized Representative)

Jaron Fried, Ed.d.

Assistant Superintendent, Business Services  
Anaheim Union High School District

\_\_\_\_\_  
(Date)

DISTRICT Board of Education Approval Date: JULY 19, 2020

**CERTIFICATION  
CRIMINAL RECORDS CHECK  
AB 1610, 1612 and 2102**

To the Governing Board of Anaheim Union High School DISTRICT:

I, <sup>Julia Given</sup>  
(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 Charlottesville, VA on 7/7/20  
(CITY), (STATE) (DATE)

*Julia M. Given*

Signature

Julia Given

Typed or printed name

VP Finance

Title

110 Avon St. Suite 300, Charlottesville, VA 22902

Address

866-882-4141

Telephone



**Exhibit A**

(See ExploreLearning Quote #Q-133841 enclosed on next pages)

**Exhibit B**  
(See CSDPA V2 enclosed on next pages)



## PROPOSAL

### ExploreLearning Gizmos

*for*

### Anaheim Union High School District

By:  
Jennifer Kendrick  
Account Executive

Presented on: June 23, 2020  
Proposal Expires on: August 31, 2020

*"In my experiences in reviewing all genres of instructional products, there are few that I would recommend with such personal excitement, and the Gizmos are one of them. High interest, easily accessible; low learning curve, and multiple entry points for teaching and learning. One Gizmo in the hand of a math/science teacher can provide almost limitless opportunities for conceptual and extended learning." — Model Schools Coordinator, Lower Hudson Regional Center, New York*

Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidentially and not disclosed to third parties without the prior written consent of ExploreLearning.

## Partnering with ExploreLearning

ExploreLearning is committed to partnering with Anaheim Union High School District for the improvement of teaching and learning in mathematics and science. This proposal outlines a strategy for delivering the highest quality educational tools to support better instruction and improved performance for all students.

## About ExploreLearning Gizmos®

ExploreLearning Gizmos – the world’s largest library of interactive online simulations – drive conceptual understanding of math and science in grades 3 through 12 through active inquiry and exploration.

ExploreLearning Gizmos are:

- Complete with inquiry-based lessons, assessment and reporting.
- Correlated to state, provincial, and national curriculum standards, as well as over 300 textbooks.
- Accessible from home by both teachers and students.
- Perfect for use on iPads, in a computer lab, in small groups, or in whole group instruction with an LCD projector or interactive whiteboard.

Gizmos are consistently recognized as leading math and science educational resources. The Association of American Publishers (AAP) awarded Gizmos the Golden Lamp Award and Revere Distinguished Achievement Award. The Software & Information Industry Association (SIIA) awarded Gizmos a CODiE Award for Best K-12 Instructional Solution. See all awards at: <http://blog.explorelearning.com/tag/awards>

*“The hard data showed that classrooms in our study that used Gizmos outperformed the rest of the school significantly on state tests and district benchmark assessments.”*

*— Associate Professor, California State Univ. Northridge*

## The Impact of Gizmos

ExploreLearning Gizmos are an integral part of improving classroom instruction in math and science. Below are the findings of three recent research projects that clearly demonstrate the effectiveness of computer-based simulations in catalyzing effective instruction and higher student achievement.

### *Research Summary (2014) – Virginia Initiative for Science Teaching Achievement (VISTA)*

VISTA is a federally funded, research-based professional development program for K-12 science teachers, district science coordinators, and science education faculty in Virginia. Preliminary findings from this ongoing randomized control/treatment study are described.

- Teachers participating in VISTA embedded Gizmos in lessons that supported scientific inquiry, problem based learning, and nature of science instruction.
- VISTA teachers gained confidence in incorporating computer simulations, inquiry instruction, problem-based learning.
- VISTA teachers used instructional support strategies to help students critically engage with Gizmos, develop scientific practices, and understand targeted science content.
- Economically disadvantaged students of VISTA 5th grade teachers in cohort one performed significantly better on science standardized tests than students whose teachers did not receive the VISTA professional development.

### *Research Summary (2008) – The Maine Impact Study for Technology in Mathematics (MISTM)*

An independent study by Maine’s Department of Education, in collaboration with the Maine Education Policy Research Institute (MEPRI) and the Education Development Center (EDC), involving 56 rural middle schools found strong scientific evidence that:

- Teachers receiving a professional development program centering on the use of online virtual manipulatives, including ExploreLearning Gizmos, significantly outperformed control group teachers in Mathematics content knowledge.
- Their students significantly outperformed those in a control group on mathematics test scores.

### *Research Summary (2005) – Effective K-12 Science Instruction: Elements of Research-based Science Education and the Texas Science Initiative Meta-Analysis of National Research Regarding Science Teaching*

A meta-analysis of 60+ methodologically rigorous studies in K-12 science education identified several specific teaching strategies that lead to large gains in student achievement.

- Manipulation strategies require students to become active learners who participate in building their own understanding.
- Inquiry-based learning provides opportunities to analyze data and encourages deep understanding.
- Technology-enhanced instruction, including simulations, enables students to manipulate variables and quickly see the results.

ExploreLearning's award-winning library of science Gizmos makes these powerful, research-validated strategies practical for your classroom, and brings science to life for your students in an exciting, intellectually stimulating manner.

## Our Gizmos Proposal

This ExploreLearning Gizmos proposal includes:

- Gizmos licenses and associated training for all teachers participating in the implementation.
- Access to all Gizmos and associated resources (lesson materials, assessments, etc.) for the duration of the license for all participating teachers and their students.
- Access to all new features and upgrades such as new Gizmos and product features (correlations, teacher guides, interface enhancements, etc.).
- Toll-free telephone and email support from 8:30am-5:00pm Eastern Time, Monday through Friday, excluding ExploreLearning company holidays.

### Gizmos Professional Development

More than just product training, Gizmos professional development supports teachers in identifying and integrating best practices in math and science instruction.

Teachers and administrators have access to complimentary on-demand, live online, or onsite professional development each year based on annual Gizmos subscription level. Additional professional development days and courses are also available at an extra cost.

For long-term success, we recommend a series of professional development experiences that will help your implementation excel:

**Introductory workshops** give teachers the time and confidence they need to integrate new technology into instruction. Learn the basics of how to use Gizmos and what they can help you accomplish in the classroom with Introduction to Gizmos and Expanding the Gizmos Experience.

**Higher-level workshops** instruct teachers in using proven teaching strategies and help drive instructional change. Interested in inquiry, the 5E model, or meeting new practice standards? We've got you covered!

**Support services and project management programs** help develop successful ongoing implementations over time. Build a strong implementation with planning support, pacing guide alignments, classroom lesson modeling, coaches' workshops, and more.

See our website for currently offered courses: [www.explorelearning.com/pd](http://www.explorelearning.com/pd)

**Gizmos Implementation Planning with Project Management:** Districts seeking success in aligning Gizmos to district initiatives often rely on the services of an ExploreLearning Project Manager to provide customized services designed to ensure the initial and ongoing success of Gizmos in the classroom.

**Pricing**

Quantity	Product	Months	Total
District License	Gizmos Science Department License covering all schools in the district	36	\$293625.00
12 Days	Gizmos Professional Development – Twelve (12) onsite training days (up to 6 hours per day). Each onsite day of training can be converted to 4 online webinar trainings as needed.		\$0.00

Subtotal: \$293,625.00

Discount: (\$93,960.00)

**Total: \$199,665.00****Total must be paid in full to take advantage of applied multi-year discount.**

This proposal is made on behalf of ExploreLearning, LLC (FEIN 38-3942548). Resulting orders are subject to ExploreLearning's standard terms and conditions, which can be found at: [explorellearning.com](http://explorellearning.com). This proposal along with the terms and conditions and privacy policy represents the entire agreement of the parties. There are no other promises in any other agreement, whether oral or written.

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning. Pricing in this proposal is valid until August 31, 2020.

**Next Steps**

Please contact Jennifer Kendrick at 866-882-4141, ext. 276 or [jennifer.kendrick@explorellearning.com](mailto:jennifer.kendrick@explorellearning.com) for more information on any aspect of this proposal.

**Please include your certificate of tax-exempt status with your purchase order.** Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

**Email to:** [explorellearning.sales@explorellearning.com](mailto:explorellearning.sales@explorellearning.com)

**Fax to:** 434-220-1484

**Mail to:** 110 Avon Street, Suite 300, Charlottesville, VA 22902

CALIFORNIA STUDENT DATA PRIVACY  
AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Anaheim Union HSD

AND

Provider:

ExploreLearning, LLC

Date:

7/7/20



This California Student Data Privacy Agreement (“DPA”) is entered into by and between the  
**Anaheim Union HSD**

(hereinafter referred to as “LEA”) and  
 (hereinafter referred to as “Provider”) on  
 the terms as stated herein.

**ExploreLearning, LLC**  
 7/7/20 . The Parties agree to

### RECITALS

**WHEREAS**, the Provider has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated 7/7/20 (“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:

- 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: \_\_\_\_\_  
Title: \_\_\_\_\_

Contact Information:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The designated representative for the Provider for this Agreement is:

Name: Julia Given  
Title: VP Finance

Contact Information:  
110 Avon St, Suite 300, Charlottesville, VA 22902  
866-882-4141  
Sales@explorellearning.com

**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: Julia Given  
Title: VP Finance

Contact Information:  
Julia Given  
866-882-4141  
Sales@explorellearning.com

**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: ExploreLearning, LLC

BY: Julia M. Given Date: 7/7/20

Printed Name: Julia M Given Title/Position: VP Finance

Local Education Agency: Anaheim Union HSD

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]

ExploreLearning Gizmos (online simulations) for science. teachers and their students. Access is for JHS and SHS district-wide for 36 months.

**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.	X
	Other application technology meta data- Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	X
	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	x
	Ethnicity or race	X
	Language information (native, preferred or primary language spoken by student)	X
	Other demographic information- Please specify:	
Enrollment	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	x
	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	X
	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	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. Other student	

	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

Anaheim Union HSD

directs

ExploreLearning, LLC

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><b><u>Extent of Disposition</u></b></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><b><u>Nature of Disposition</u></b></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><b><u>Timing of Disposition</u></b></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

**7/7/20**

\_\_\_\_\_  
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 HSD and which is dated 7/7/20 to any other LEA ("Subscribing LEA") who accepts this General Offer though 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: ExploreLearning, LLC

BY: Julia M. Given

Date: 7/7/20

Printed Name: Julia M Given

Title/Position: VP Finance

**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: Julia Given

Title: VP Finance

Email Address: sales@explorellearning.com

**EXHIBIT “F” DATA SECURITY REQUIREMENTS**

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

00618-00001/4274378.1

1 AGREEMENT NUMBER: 46306

2 AMENDMENT #2  
3 ANAHIEM UNION HIGH SCHOOL DISTRICT  
4 HUMAN RESOURCES APPLICATION  
5 SOFTWARE SUPPORT SERVICE AGREEMENT6 The AGREEMENT entered into July 1, 2018, by and between the  
7 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa  
8 Mesa, California 92628, hereinafter referred to as SUPERINTENDENT,  
9 and Anaheim Union High School District, 501 North Crescent Way,  
10 Anaheim, California 92801, hereinafter referred to as DISTRICT, is  
11 hereby further amended as follows:12 1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to  
13 pay SUPERINTENDENT the sum of Seventy-five thousand dollars  
14 (\$75,000.00) for SUPERINTENDENT'S Human Resources Application annual  
15 software support service fees for fiscal year 2020-2021. Annual  
16 software support service fees due for each fiscal year shall be paid  
17 by DISTRICT on or before August 1st of that fiscal year upon receipt  
18 of an itemized invoice from SUPERINTENDENT. Annual Human Resources  
19 Application software support service fees will be evaluated annually  
20 for possible upward or downward adjustments. SUPERINTENDENT will  
21 provide DISTRICT written notice of the annual Human Resources  
22 Application software support service fees due for the renewal period  
23 ninety (90) days prior to the end of each renewal period. Renewal  
24 fees shall be based on the actual costs incurred by SUPERINTENDENT to  
25 support the Human Resources Application software.

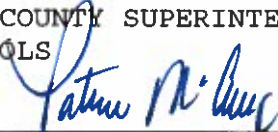
2.0 Except as expressly herein amended, including any amendments thereto, said AGREEMENT shall in all respects be and remain in full force and effect.

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

PRINT NAME: Jennifer Root

PRINT NAME: Patricia McCaughey

TITLE: Assistant Superintendent, Business

TITLE: Administrator

DATE: \_\_\_\_\_

DATE: June 11, 2020

Anaheim Union HSD-HR App- (46306)2021-Amend#2  
ZIP6

AGREEMENT NUMBER: 50286

ANAHEIM UNION HIGH SCHOOL DISTRICT  
BUSINESS-PLUS SYSTEM SUPPORT  
AND SOFTWARE SUPPORT SERVICE AGREEMENT

This AGREEMENT is hereby made and entered into this 1st day of July, 2020, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 50286, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. The SUPERINTENDENT will provide professional services for the operation of the Business-Plus System, including on-going training services for present and future employees, future Business-Plus software enhancements and support services. Services will include Basic Financial/Budget, School Site Finance, Stores Inventory and Fixed Asset systems.

2.0 NETWORK INFRASTRUCTURE. The network standard protocol is TCP/IP. Each DISTRICT site that uses the Business-Plus System must have a Local Area Network connected via the DISTRICT office. DISTRICT will, at DISTRICT'S expense, connect to SUPERINTENDENT'S County-wide computer network via high speed data circuit and data communication devices for the services set forth in this AGREEMENT. DISTRICT costs associated with connectivity will be invoiced separately according to the terms of the DISTRICT'S Intranet Network Support Service Agreement with SUPERINTENDENT. DISTRICT will access Business-Plus

1 System software from DISTRICT desktop computers through the  
2 DISTRICT'S LAN and from similar desktop computers located at each of  
3 the DISTRICT'S school sites.

4 3.0 ANNUAL SOFTWARE SUPPORT SERVICES

5 A. SUPERINTENDENT agrees to provide DISTRICT access to and  
6 application of Business-Plus System services via a leased high speed  
7 data circuit to the SUPERINTENDENT'S Business-Plus server  
8 infrastructure located at 200 Kalmus Drive, Costa Mesa, California  
9 92626. DISTRICT will be responsible for the recurring cost of the  
10 leased high speed data circuit. DISTRICT shall have the ability to  
11 use the following Budget/Finance System services:

12 Basic Financial/Budget

13 School Site Finance

14 Stores Inventory

15 Fixed Assets

16 B. The DISTRICT shall be entitled to ongoing software support  
17 and assistance during normal business hours, provided however, that  
18 the availability or performance of this software support service  
19 shall not be construed as altering or affecting SUPERINTENDENT'S  
20 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S  
21 technical support via telephone shall be provided to DISTRICT without  
22 charge Monday through Friday from 8:00 a.m. - 5:00 p.m., excluding  
23 SUPERINTENDENT'S holidays.

24 C. SUPERINTENDENT may, upon mutual agreement of the parties,  
25 provide other services which may include but not be limited to:  
special reporting and other software assistance. The DISTRICT shall



1 pay SUPERINTENDENT for such additional services at a rate mutually  
2 agreed between the parties.

3 4.0 TERM. The term of the annual software support services portion  
4 of this AGREEMENT shall be for one (1) year commencing July 1, 2020  
5 and ending June 30, 2021. This AGREEMENT shall automatically be  
6 renewed annually, unless DISTRICT gives written notice to  
7 SUPERINTENDENT six (6) months prior to the end of each one (1) year  
8 renewal period. In no event shall this AGREEMENT exceed a five (5)  
9 year period, and shall terminate by its own terms on June 30, 2025.

10 5.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT the sum of One  
11 hundred thousand dollars (\$100,000.00) for annual software support  
12 service fees for fiscal year 2020-2021. Annual software support  
13 service fees due for each fiscal year shall be paid by DISTRICT on or  
14 before August 1st of that fiscal year upon receipt of an itemized  
15 invoice from SUPERINTENDENT. SUPERINTENDENT shall evaluate software  
16 support service charges annually, for possible upward or downward  
17 adjustments, based on SUPERINTENDENT'S actual costs to support  
18 Business-Plus software. SUPERINTENDENT will provide DISTRICT written  
19 notice of the annual software support service fees due for the  
20 renewal period ninety (90) days prior to the end of each renewal  
21 period.

22 6.0 EQUIPMENT/SOFTWARE REQUIREMENTS. The Business-Plus System  
23 supports the use of computers running Windows 7 or higher. In order  
24 to access Business-Plus, each DISTRICT computer on the network will  
25 require Internet Explorer. A list of supported versions of Internet  
Explorer may be obtained by contacting SUPERINTENDENT'S Information

1 Technology Division. Additionally, each DISTRICT computer will  
2 require a terminal emulator software license to access Business-Plus  
3 software until such time as all districts are implemented onto the  
4 Windows based version of the product. Technical support for terminal  
5 emulation software will be available during SUPERINTENDENT'S normal  
6 business hours. All printing requirements for the Business-Plus  
7 System will take place at the DISTRICT, except vendor checks that  
8 will be printed at SUPERINTENDENT'S offices.

9 7.0 DATA MIGRATION. If DISTRICT desires any data migrations from its  
10 present system into SUPERINTENDENT'S Business-Plus System, it will be  
11 necessary for the DISTRICT to submit this data in a flat file format  
12 according to specifications provided by SUPERINTENDENT'S Information  
13 Technology Division. Coordination meetings between DISTRICT and  
14 SUPERINTENDENT'S staff will be necessary to work out the migration  
15 details. In the event that it proves impractical to successfully  
16 accomplish any of the migrations, it may be necessary for DISTRICT'S  
17 staff to enter in test and/or production data to complete the  
18 conversion to the Business-Plus System.

19 8.0 TRAINING. SUPERINTENDENT will provide on-going training services  
20 for present and future employees as determined by SUPERINTENDENT and  
21 DISTRICT to assist DISTRICT personnel in the use and operation of the  
22 software to enable DISTRICT to make optimum use of the Business-PLUS  
23 System. Training will be scheduled in advance and DISTRICT will be  
24 notified of schedule. Training will be provided at SUPERINTENDENT'S  
25 training lab between the hours of 8:30 a.m. and 4:30 p.m. Monday  
through Friday, excluding SUPERINTENDENT'S holidays.

1 9.0 FUTURE MODULES/OPTIONS. SUPERINTENDENT may offer additional  
2 Business-Plus modules and optional services in the future. Each new  
3 capacity may have an additional charge. Proposals will be provided  
4 upon DISTRICT request and availability.

5 10.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall  
6 be an independent contractor and shall be wholly responsible for the  
7 manner in which the services required by the terms of this AGREEMENT  
8 are performed. Nothing herein contained shall be construed as  
9 creating the relationship of employer and employee, or principal and  
10 agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes  
11 the responsibility for the acts of its employees or agents as they  
12 relate to the services to be provided. SUPERINTENDENT, its officers,  
13 agents, and employees, shall not be entitled to any rights, and/or  
14 privileges of DISTRICT'S employees and shall not be considered in any  
15 manner to be DISTRICT'S employees.

16 11.0 HOLD HARMLESS

17 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
18 harmless DISTRICT, its Governing Board, officers, agents, and  
19 employees from liability and claims of liability for bodily injury,  
20 personal injury, sickness, disease, or death of any person or  
21 persons, or damage to any property, real personal, tangible or  
22 intangible, arising out of the negligent acts or omissions of  
23 employees, agents or officers of SUPERINTENDENT or the Orange County  
24 Board of Education during the period of this AGREEMENT.

25 B. DISTRICT hereby agrees to indemnify, defend, and hold  
harmless SUPERINTENDENT, the Orange County Board of Education, and

1 its officers, agents, and employees from liability and claims of  
2 liability for bodily injury, personal injury, sickness, disease, or  
3 death of any person or persons, or damage to any property, real,  
4 personal, tangible or intangible, arising out of the negligent acts  
5 or omissions of employees, agents or officers of DISTRICT during the  
6 period of this AGREEMENT.

7 12.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they  
8 will not engage in unlawful discrimination because of race, color,  
9 religious creed, national origin, ancestry, physical handicap,  
10 medical condition, marital status, or sex of such persons.

11 13.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply with  
12 all federal, state and local laws, rules and regulations and  
13 ordinances that are now or may in the future become applicable to  
14 SUPERINTENDENT or DISTRICT'S business, equipment and personnel  
15 engaged in operations covered by this AGREEMENT or occurring out of  
16 the performance of such operations.

17 14.0 ASSIGNMENT. DISTRICT or SUPERINTENDENT shall not subcontract or  
18 assign the performance of any of the services in this AGREEMENT  
19 without prior written approval of the other party.

20 15.0 TOBACCO USE POLICY. In the interest of public health, the  
21 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
22 use of any tobacco products are prohibited in buildings and vehicles,  
23 and on any property owned, leased or contracted for by the  
24 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
25 abide with conditions of this policy could result in the termination  
of this AGREEMENT.

1 16.0 TERMINATION. SUPERINTENDENT or DISTRICT may terminate this  
2 AGREEMENT with or without cause, upon the giving of six (6) months  
3 prior written notice to the other party. Notification must be given  
4 six (6) months prior to the end of each renewal period.

5 17.0 NOTICES. All notices or demands to be given under this AGREEMENT  
6 by either party to the other shall be in writing and given by: i)  
7 Personal service, or ii) U.S. Mail, mailed either by registered or  
8 certified mail, return receipt requested, with postage prepaid.  
9 Service shall be considered given when received if personally served  
10 or, if mailed, on the third (3rd) day after deposit in any U.S. Post  
11 Office. The address to which notices or demands may be given by  
12 either party may be changed by written notice given in accordance  
13 with the notice provisions of this section. As of the date of this  
14 AGREEMENT the addresses of the parties are as follows:

15 DISTRICT: Anaheim Union High School District  
16 501 North Crescent Way  
17 Anaheim, California 50286  
18 Attn: \_\_\_\_\_

19 SUPERINTENDENT: Orange County Superintendent of Schools  
20 200 Kalmus Drive  
21 Costa Mesa, California 92626  
22 Attn: Patricia McCaughey

23 18.0 SEVERABILITY. If any term, condition or provision of this  
24 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
25 void or unenforceable, the remaining provisions will nevertheless  
continue in full force and effect and shall not be affected, impaired  
or invalidated in any way.

1 19.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall  
2 be governed by the laws of the State of California, with venue in  
3 Orange County, California.

4 20.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
5 attached hereto constitute the entire agreement between  
6 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
7 made shall be ineffective to modify this AGREEMENT in whole or in  
8 part unless such agreement is embodied in an Amendment to this  
9 AGREEMENT which has been signed by both Parties. This AGREEMENT  
10 supersedes all prior negotiations, understandings, representations  
11 and agreements.

12 IN WITNESS WHEREOF, the Parties hereto have caused this  
13 AGREEMENT to be executed.

14 DISTRICT: ANAHEIM UNION HIGH  
15 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

16 BY: \_\_\_\_\_  
Authorized Signature

16 BY:   
Authorized Signature

17 PRINT NAME: Jennifer Root

17 PRINT NAME: Patricia McCaughey

18 TITLE: Assistant Superintendent, Business

18 TITLE: Administrator

19 DATE: \_\_\_\_\_

19 DATE: June 11, 2020

20 AnaheimUnionHSD-Master Agreement-BusPlus (50286)2020-2025  
21 ZIP6

**CHANGE ORDER NO. 1**

(Additive)

PROJECT: RFQ/RFP 2019-31 PROP 39 HVAC/EMS DESIGN-BUILD SERVICESTO: TRANE, U.S., INC.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

## DESCRIPTION OF CHANGE:

Removed: Gilbert West HS chiller and air handler replacements

Added: Kennedy High School chiller and air handler replacements

COST (This cost shall not be exceeded.):

Original contract price:	\$	<u>3,148,213.00</u>
Change Order amount:	\$	<u>227,988.00</u>
New contract price:	\$	<u>3,376,201.00</u>

## TIME FOR COMPLETION:

Original completion date:	<u>6/30/20</u>
Time for completion of Change Order:	<u>92 days</u>
New completion date:	<u>9/30/20</u>

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

DISTRICT

By: Matthew Halsey  
Signature

By: \_\_\_\_\_  
Signature

Matthew Halsey  
Print Name

Jennifer Root  
Print Name

Area General Manager  
Title

Assistant Superintendent, Business  
Title

06/02/2020  
Date

\_\_\_\_\_  
Date



**CHANGE ORDER #1**

---

**Project Name:** HVAC/EMS Design-Build  
**Date:** 5/27/20  
**Project Team:** Trane: Neil Alexander, David Fasig, Matt Boorany  
 AUHSD: Vesselin Ninov, Juliann Ferguson  
 Cumming Corp.: Angel Ayala

---

Per our discussion, 5/13/20, the following change order request is to amend the contract for the project listed above. This change order removes the energy efficiency measure (EEM) designated at Gilbert West included in the original proposal. All Gilbert West project bid costs (\$331,180.00) will be allocated towards the new EEM designated for Kennedy High School. The new measure includes design and construction for two air-cooled chillers and two constant air volume air handling units to be replaced with more energy efficient chillers and a new variable air volume air handling system. The scope of work included in this change order is more fully described below. The total project cost for the Kennedy HS EEM is \$539,387.00, this change order includes the additional project costs over and above the funds available from the cancelled Gilbert West EEM, \$208,227. This change order also includes the previously agreed upon costs for the fan coil and chiller upsizing at Anaheim HS and Katella HS. The total value for the fan coil upsizing is \$125,000. The total value for the chiller upsizing at Anaheim HS is \$10,300. The total value for the chiller upsizing at Katella HS is \$11,127. The District has also authorized \$220,271 for additional work specified by each designated allowance.

Also included, is Trane’s request to extend the contract completion date to **September 30, 2020**. The new construction schedule is attached and will be included in the contract amendment. The new contract milestones are as follows;

- Substantial Completion, 8/28
- Final Completion, 9/30

All work must be appropriately insured and bonded to complete the work for the additional change order amount. Trane shall furnish a surety bond in an amount to equal 100% of the contract price as security for faithful performance of this agreement shall furnish a separate bond in an amount of 100% of the contract amendment as security for payment to subcontractors performing labor and furnishing materials for the project. The change order package includes a listing of all scope items, change order project schedule, design drawings, and final not-to-exceed price for the scope specified.

Please review and confirm acceptance to the change order terms listed and backup documentation attached. The contract amendment, including a total change order amount of \$227,988 will be taken to the board for approval at the next available meeting in July.

Sincerely,

**Angel Ayala**  
**Cumming Corporation**  
 523 West 6th Street, Suite 1001  
 Los Angeles, CA 90014

TRANE

By: *M. Ayala*  
 Signature

06/24/2020

Date

DISTRICT

By: \_\_\_\_\_  
 Signature Jennifer Root, Asst. Supt., Business

\_\_\_\_\_  
 Date

## **Change Order Scope of Work**

### **Project 6: Kennedy HS**

#### **Chiller Replacements**

- Demolish and remove two (2) existing rooftop air-cooled chillers
- Piping to be demolished to extent as shown on approved design drawings
- Provide and install two (2) new Trane 40 ton CGAM air-cooled chillers where existing equipment was previously installed.
- Fabricate and install new chilled water piping. Piping to be connected to existing chilled water piping as shown on approved design drawings.
- Insulate chilled water piping to the extent that is affected by the installation.
- Supply, install and connect all necessary ancillary equipment. This includes air separators, expansion tanks, chemical pot feeders and buffer tanks as listed in equipment schedules of design drawing set.
- Supply and install two (2) new chilled water pumps with variable frequency drives.
  - Supply and install new electrical disconnects for new equipment. Equipment power feeds to be connected to existing electrical service.
- Chiller startup provided by Trane factory technicians
- Test and balance chilled water system at chiller, chilled water pump and air handler being served.

#### **Air Handling Units**

- Demo, remove and dispose of two (2) existing air handling units
- Disconnect and demo existing ductwork as needed to remove existing units.
  - Disconnect and demo portion of chilled water and heating water piping as needed to remove existing units.
- Provide and install two (2) new Trane CSAA air handling units with variable speed drives
- Provide and install Zone Damper heads for two (2) Trane CSAA air handling units.
- Insulate chilled and heating water piping to the extent that is affected by the installation.
- Supply and install new electrical disconnects for new equipment. Equipment power feeds to be connected to existing electrical service.
- Air Handler startup provided by Trane factory technicians
- Test and balance air handling unit. Extent of air balancing is limited to the discharge leaving the unit to ensure each zone is receiving design air flow from unit and the outside air intake. Downstream dampers, diffusers and grilles are excluded.

#### **Fall Protection Railings**

- Fall protection railings to be installed in four (4) locations as indicated on design drawings.
- Railings will be installed to the extent that is shown.

#### **HVAC Controls**

- HVAC controls to be installed per design drawings issued with updates and a part of this package in Appendix A.

### **Project Assumptions & Exclusions**

- Original contract terms apply except those specifically modified in this Change Order
- Any work dealing with asbestos abatement is excluded.
- Painting or touchup is excluded.
- Any structural, mechanical and/or electrical service upgrades are excluded.
- Any additional items required by DSA are excluded.
- The scope of Trane's work is not intended to include remediation of any existing code deficiencies. These will be identified by Trane and brought to the District's attention.
- Seismic improvements to existing equipment, structure, buildings is excluded.
- Trane to retain salvage rights of all removed equipment and materials.
- No temporary cooling or ventilation has been provided but can be at an additional cost.
- Assumption that there will be no other work going on that will impact the timing or sequencing of Trane's installation.
- Any work dealing with the programming/testing of the fire life safety system and smoke evacuation systems is excluded. Existing contacts for fire life safety will be disconnected and then reconnected to replacement units.
- All existing equipment and systems that are not being replaced as part of the scope of work in this document as assumed to be in working order. Upgrades are excluded.
- Existing conduit, wiring, devices, and sensors to be reused whenever possible.
- District agrees to progress billing from Trane to pay for work as it is completed and/or material procured for the project.

### **AHS – EMS CONTROLS FOR CAFETERIA**

- Add (2) AHU's and (1) Multi-Zone
- Unit Serving Music Building. Pricing includes the following items listed below:
- Furnish Trane UC controllers
- Low voltage controls installation – By ESI
- Controls engineering, programming and commissioning – See tech hours listed on break down
- Furnish and install Qty.3 Chill water valves, one per system – By ACS
- Integration and graphics to JCI existing server – By Orravan

### **AHS – EMS CONTROLS FOR MUSIC BUILDING**

- Add (2) Heating Furnaces to EMS
- Furnish Trane UC controllers
- Low voltage controls installation – By ESI
- Controls engineering, programming and commissioning – See tech hours listed on break down
- Integration and graphics to JCI existing server – By Orravan

### **AHS - ROOMS 10A/10B RETURN AIR DUCTWORK**

- Install (2) missing return duct runs for rooms #10 & 11.
- Install 100ft of 8in insulated spiral pipe.
- Install (2) 8 in flex tails 7ft.
- Install (2) return registers to match existing.

### **AHS - ELECTRICAL RE-WORK AND LIGHTING FIXTURES**

- Relocate conduits, wiring and boxes as needed to proper locations to correct existing improper installations, and miscellaneous code correction work.

**CHANGE ORDER NO. 01**

(Additive)

PROJECT: Bid No. #2020-01 Kennedy High School Relocatable BuildingsTO: JM&J Contractors

You are hereby directed to comply with this Change Order

DESCRIPTION OF CHANGE: Work Orders

Description of Work Orders	Dollar Value	ADD/DEDUCT
Work Order 01 (COP 02): RFI #3: Install new 400A MLO Panel on side of switchgear with (3) 100A, 2p circuit breakers to connect portables and install new fencing and gate around switchgear.	\$8,490.00	ADD
Work Order 01 Add temporary fencing at Sycamore HS around removed portables.	\$1,510.00	ADD
Work Order 01 – Allowance per SOV Item #31	\$<10,000.00>	DEDUCT
<b>TOTAL DOLLAR AMOUNT</b>		<b>\$0.00</b>

Board Approved Not-to-Exceed Amount	\$584,389.00
Change Order #1	\$0.00
Final Contract Value Paid to Contractor	\$584,389.00

## TIME FOR COMPLETION:

Original completion date: One hundred twelve (112) consecutive calendar days.  
Time for completion of Change Order: no change  
New completion date: no change

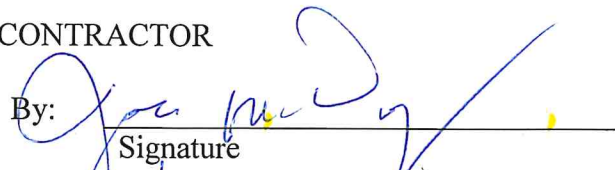
Contractor agrees to add the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

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  
JOE M. VARGAS  
Print Name

DWIGAN  
Title

Date

7-6-2020

DISTRICT

By:

  
Signature  
PATRICIA NEELY  
Print Name


DIRECTOR  
Title

Date

7/6/2020

ARCHITECT

By:

  
Signature  
PATRICIA NEELY  
Print Name

DIRECTOR  
Title

Date

7/6/2020





College and Career Ready

### Work Order

**Project Name:** Kennedy High School Relocatable Buildings  
**Project Number:** 2020-01

**P.O. #**  
**DSA #04-118399**

To: JM & J Contractors  
 1500 Mesa Verde Dr. E, Unit B225  
 Costa Mesa, CA 92626

Work Order #: 001

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COP #	Description	Dollar Value	Add/Deduct
1	RFI #3: Install new 400A MLO Panel on side of switchgear with (3) 100A, 2p circuit breakers to connect portables and install new fencing and gate around switchgear.	\$8,490.00	ADD
2	Add temporary fencing at Sycamore HS around removed portables.	\$1,510.00	ADD
3	Allowance per SOV Item #31.	\$<10,000.00>	DEDUCT
	<b>TOTAL</b>	<b>\$0.00</b>	

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

- COST:**
- Lump Sum \$0.00  Not to Exceed \_\_\_\_\_
  - Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
  - Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable
  - In accordance with contract unit prices

- TIME:**
- No Change  Impact unknown at this time  Impact to contract completion date is estimated at 0 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	<i>Jennifer Root</i>	7/6/2020
AUHSD Director of Facilities, Patricia Neely	<i>Patricia Neely</i>	7-6-2020
Contractor, JM & J Contractors	<i>[Signature]</i>	
Architect, GBA Architects	<i>[Signature]</i>	
Project Manager, AUHSD, Leah Jason	<i>Leah Jason</i>	7/6/2020
IOR, Knowland Construction	<i>[Signature]</i>	7/6/2020

**Amendment To  
Gallagher Benefit Services, Inc.  
Consulting Agreement**

The Consulting Agreement (“Agreement”) by and between Gallagher Benefit Services, Inc. (“Gallagher”) and Anaheim Union High School District (“Client”), effective July 1, 2019, is hereby amended as set forth below.

Effective July 1, 2020:

- 1. **Section 3 – Compensation** - is hereby modified and restated as follows:

As compensation for its services under this Agreement, Gallagher will receive direct fees owed by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Subject to any changes mutually agreed by the parties, Gallagher will receive, as compensation for its services under this Agreement, fee in the amount of \$157,400 from July 1, 2020 through June 30, 2021, which will be billed in equal installments of \$13,116.67.

From July 1, 2021 going forward, future annual fees will be adjusted at the same percentage as the ‘Annual - Urban Wage Earners and Clerical Workers’ CPI factor published and regularly reported through the State of California’s Department of Industrial Relations for all Urban Consumers, with data currently found at:

<https://www.dir.ca.gov/OPRL/CPI/EntireCCPI.PDF>

Where CPI increases by more than 5% year, Gallagher will hold the increase to 5%. In years where CPI decreases, Gallagher’s annual fee will remain at the same amount as the prior year.

Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable to it by each insurance company at the time it presents rates to Client. The Client is responsible for payment of Gallagher’s fees (if applicable) within thirty (30) days of invoice receipt. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement.

- 2. **Exhibit B- Compensation Disclosure Statement** is hereby modified and restated as set forth in the attached.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

**Gallagher Benefit Services, Inc.**

**Anaheim Union High School District**

By: Mike Bialik

By: \_\_\_\_\_

Name: Mike Bialik

Name: Jennifer Root

Title: Area President

Title: Assistant Superintendent, Business

Date: 6/15/2020

Date: \_\_\_\_\_

**EXHIBIT B**  
**COMPENSATION DISCLOSURE STATEMENT**

Line of Coverage/Service	Insurance Company	Commission <sup>1</sup> / Supplemental Compensation <sup>2</sup>	Third Party Compensation	Direct Client Fees <sup>3</sup>	Effective Date
Consulting Services	n/a	n/a	n/a	\$157,400 per year	July 1, 2020

[If needed insert additional supp comp information in this row – if extra space is not needed then delete this statement ]

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher’s ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm’s length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

**For Employers and Plan Sponsors Subject to ERISA:** This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher’s and Gallagher affiliates’ income before purchasing an insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24<sup>4</sup>, which protects both Client and Gallagher<sup>5</sup>. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher’s compensation arrangements, please visit [www.ajg.com/compensation](http://www.ajg.com/compensation). In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com).

<sup>1</sup> Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of “finders’ fees” or other fees to Gallagher for a transaction or service involving the plan.

<sup>2</sup> Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commissions.

<sup>3</sup> Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

<sup>4</sup> Which allows an exemption from a prohibited transaction under Section 408(a) of the **Employee Retirement Income Security Act of 1974 (ERISA)**.

<sup>5</sup> In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.



ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT is made and entered into the 1<sup>st</sup> day of July 2020, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT A  
PUBLIC SCHOOL DISTRICT

And

GREATER ANAHEIM SELPA A  
PUBLIC SCHOOL AGENCY

WITNESSETH:

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

WHEREAS, the parties hereto desire, from July 1, 2020, through June 30, 2021, that the Anaheim Union High School District (AUHSD) for consideration, will provide buses and drivers to the other district (herein after paying district) on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. That the parties, for consideration as hereinafter set forth, shall provide school buses and licensed school bus drivers for the transportation of pupils, when the paying district lacks the necessary buses to transport its pupils and when the AUHSD has available extra school buses and licensed school bus drivers.
2. That the paying district, in consideration for services rendered by the AUHSD under this agreement, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges, with the charges for home-to-school special needs student transportation to be rated at \$44.00 per day, per student.
3. The AUHSD shall indemnify, defend, and hold the paying district harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The paying district shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the paying district.
4. The GREATER ANAHEIM SELPA shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property

damage losses included, written on an occurrence form, with limits as follows:

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

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

- General Aggregate \$2,000,000

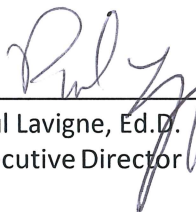
5. The GREATER ANAHEIM SELPA must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

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

Anaheim Union High School District  
of Orange County, California

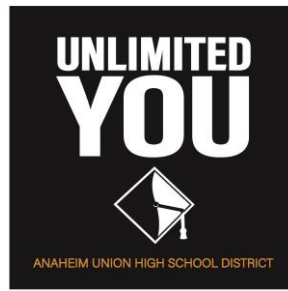
Greater Anaheim SELPA  
of Orange County, California

\_\_\_\_\_  
Jennifer Root, Ed.D.  
Assistant Superintendent, Business

  
\_\_\_\_\_  
Paul Lavigne, Ed.D.  
Executive Director

\_\_\_\_\_  
Date

June 24, 2020  
Date



**DONATIONS**

**July 16, 2020**

Location

Donated By

Item

Walker

CMC Architects and  
Engineers

\$7,500, Korean Class

**ANAHEIM UHSD**

EXHIBIT BB

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 07/16/2020

FROM 06/08/2020 TO 07/06/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64R1548	123 OFFICE SOLUTION INC.	16,131.04	16,131.04	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
N64R1577	5 DOLLAR SCHOOL TEES	391.61	391.61	0134489810 4310	WA/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64T0577	5 STAR STUDENTS LLC	1,300.00	1,300.00	0168361010 5880	GI/ESSA SCH IMPROV FUND (CSI) / OTHER
N64T0610	5 STAR STUDENTS LLC	805.47	605.47	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			200.00	0140000910 5880	SO/LCFF-CONCENTRATION/INSTR / OTHER
P64X0036	A 1 FENCE COMPANY	7,000.00	7,000.00	0110232081 4355	MAINTENANCE/FENCE/MO / MAINTENANCE
N64C0152	A ALVARADO PAINTING	3,200.00	3,200.00	0127237081 5610	KE/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
P64R0011	A ALVARADO PAINTING	2,400.00	2,400.00	0124237081 5610	LOARA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
P64X0048	A ALVARADO PAINTING	10,000.00	10,000.00	0110242081 5610	M&O/MAINTENANCE VANDALSIM / REPAIRS/MAINT
N64R1580	A U H S D FOOD SERVICE DEPT	183.26	183.26	0109102537 4320	EMERGENCY EXPEND/SERVICES/FS / OTHER
P64X0026	A Z BUS SALES INC.	15,000.00	15,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64X0021	A1 TRANSMISSION SERVICE	18,000.00	18,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
P64X0037	AAA ELECTRIC MOTOR SALES	20,000.00	20,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0039	ABC SCHOOL EQUIPMENT INC	20,000.00	20,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64C0150	ABE'S PLUMBING	600.00	600.00	0123239081 5610	SA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
N64M0023	ABE'S PLUMBING	14,590.00	14,590.00	0120235081 6490	ANAHEIM/HVAC/MO / EQUIPMENT - OTHER
P64X0040	ACOUSTICAL MATERIAL SERVICES	15,000.00	15,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0038	ACS BILLING SERVICE	69,000.00	69,000.00	0111000081 5580	MO/MO / SANITATION
P64X0042	ADI	11,000.00	11,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
N64T0566	ADORAMA	2,518.43	2,518.43	0142025040 4410	OXFORD/ANCIL / EQUIPMENT - NON-CAPITALIZED
P64X0043	ADVANCED WILDLIFE REMOVAL	2,000.00	2,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
N64R1550	ADVANTAGE WEST INVESTMENT ENTE	25,814.50	25,814.50	0125931010 4410	KA/WASTE MGMT-COUNTY OF ORANGE /
P64R0001	ADVANTAGE WEST INVESTMENT ENTE	36,865.05	36,865.05	0110102581 4347	EMERGENCY EXPEND/M & O / OPERATIONS SUPPLI
P64X0044	ADVANTAGE WEST INVESTMENT ENTE	10,000.00	10,000.00	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES

**ANAHEIM UHSD**

EXHIBIT BB

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P64X0045	AGRI TURF DISTRIBUTING LLC	15,000.00	15,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
P64X0023	AIRSUPPLY TOOLS INC.	50,000.00	50,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64X0046	ALBRIGHT LIGHTING PLASTICS	6,000.00	6,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
P64X0010	ALC SCHOOLS LLC	60,000.00	60,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
P64X0047	ALLIANCE ENVIRONMENTAL COMPLIA	40,000.00	40,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
P64X0127	AMERICAN CASUAL	1,800.00	1,800.00	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
N64M0020	AMERICAN TECHNOLOGIES INC.	54,815.70	54,815.70	0125239081 5610	KA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
P64X0049	AMERICAN TIME	15,000.00	15,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
P64A0002	ANAHEIM ELEMENTARY SCHOOL DIST	10,000.00	10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
P64X0022	ANAHEIM FULLERTON TOWING	1,000.00	1,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
N64T0565	APPLE INC	9,656.49	9,656.49	0142025040 4410	OXFORD/ANCIL / EQUIPMENT - NON-CAPITALIZED
N64T0575	APPLE INC	1,215.52	1,215.52	0132381010 4310	OR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
N64T0596	APPLE INC	1,517.22	486.58	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			1,030.64	0168000910 4410	GI/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
N64T0599	APPLE INC	2,431.04	2,431.04	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL &
N64T0598	APPLE STORE LOS CERRITOS	95.90	95.90	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC SUPPLIES
P64C0008	APSI	500.00	500.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
N64R1481	ARBOR SCIENTIFIC	985.37	985.37	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
N64R1608	ARBOR SCIENTIFIC	426.04	426.04	0135032010 4310	DALE/G/EN SCI/INSTR / INSTRUCTIONAL MATL &
N64T0601	AREY JONES EDUCATIONAL SOLUTIO	1,643.53	1,643.53	0100393010 4410	VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZED
N64T0602	AREY JONES EDUCATIONAL SOLUTIO	1,943.42	1,943.42	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
P64X0050	ARROW SERVICES INC	49,000.00	49,000.00	0111220081 5580	OPERATIONS - GENERAL / SANITATION
P64X0024	ASBURY ENVIRONMENTAL SERVICES	4,000.00	4,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /

**ANAHEIM UHSD**

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N64R1545	ATTAINMENT CO. INC.	144.33	76.68	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MATL
			67.65	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
N64A0296	AUGUSTIN EGELSEE LLP	11,500.00	11,500.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
P64R0009	AVID CENTER	850.00	850.00	0135000910 5210	DA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
N64R1557	AWARDS BY PAUL	484.88	484.88	0137000910 4310	SY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64R1564	AWARDS BY PAUL	150.85	150.85	0132381110 4310	TITLE I - PARENTING / INSTRUCTIONAL MATL &
P64X0126	AWARDS BY PAUL	800.00	800.00	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
P64X0025	AXLE TRANSMISSION XCHANGE	15,000.00	15,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
N64T0563	B AND H PHOTO VIDEO INC	184.90	184.90	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0568	B AND H PHOTO VIDEO INC	285.42	285.42	0128002010 4310	CY/BUS ED/INSTR / INSTRUCTIONAL MATL &
N64T0570	B AND H PHOTO VIDEO INC	1,053.85	1,053.85	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
N64T0571	B AND H PHOTO VIDEO INC	1,212.83	1,212.83	0132381010 4310	OR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
N64T0585	B AND H PHOTO VIDEO INC	303.21	303.21	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0591	B AND H PHOTO VIDEO INC	7,530.22	1,504.84	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL
			6,025.38	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
N64T0592	B AND H PHOTO VIDEO INC	6,299.91	5,656.97	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL
			642.94	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
N64T0595	B AND H PHOTO VIDEO INC	44.46	44.46	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0603	B AND H PHOTO VIDEO INC	2,057.90	2,057.90	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0607	B AND H PHOTO VIDEO INC	319.26	319.26	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0608	B AND H PHOTO VIDEO INC	100.70	100.70	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0611	B AND H PHOTO VIDEO INC	3,325.80	3,325.80	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
N64T0612	B AND H PHOTO VIDEO INC	13,402.76	12,118.42	0117750610 4310	IS/CTE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			1,284.34	0117750610 4410	IS/CTE/INSTR / EQUIPMENT - NON-CAPITALIZED

**ANAHEIM UHSD**

EXHIBIT BB

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P64X0051	B AND H PHOTO VIDEO INC	500.00	500.00	0100970081 4347	COMMUNITY SERVICE/MO / OPERATIONS SUPPLIES
P64X0052	B AND K ELECTRIC WHOLESAL	10,000.00	10,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
N64R1555	B AND M LAWN AND GARDEN INC	23,991.10	8,471.84	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT -
			15,519.26	0111220081 6490	OPERATIONS - GENERAL / EQUIPMENT - OTHER
P64X0053	B AND M LAWN AND GARDEN INC	25,000.00	25,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
P64X0079	BALL JR HIGH SCHOOL	2,000.00	2,000.00	0138054040 5810	BALL/AFTSCHL/ANCIL / NON-INSTRUCTIONAL PRO
P64X0054	BARNEY'S BLENDS INC.	25,000.00	25,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
P64X0055	BAVCO	12,000.00	12,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64C0151	BCT ENTERTAINMENT	1,346.88	1,346.88	0121970081 4410	WE/COMM SVC/MO / EQUIPMENT - NON-CAPITALIZ
N64R1582	BCT ENTERTAINMENT	1,452.86	1,452.86	0100970081 5620	COMMUNITY SERVICE/MO / RENTALS/OPERATING
P64X0056	BCT ENTERTAINMENT	3,000.00	3,000.00	0100970081 4347	COMMUNITY SERVICE/MO / OPERATIONS SUPPLIES
P64X0057	BEE BUSTERS	7,500.00	7,500.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
N64R1609	BELLFLOWER MUSIC	1,951.35	436.39	0134385010 4310	WA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			1,514.96	0134385010 4410	WA/TITLE IV/INSTR / EQUIPMENT -
N64T0581	BEST BUY FOR BUSINESS	90.48	90.48	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC SUPPLIES
N64T0604	BEST BUY FOR BUSINESS	301.66	301.66	0134052010 4310	WA/MULTIMEDIA/INSTR / INSTRUCTIONAL MATL &
N64T0605	BEST BUY FOR BUSINESS	290.04	290.04	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
N64T0606	BEST BUY FOR BUSINESS	1,809.96	1,809.96	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64X0059	BIG D SUPPLIES	2,000.00	2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0060	BIRD B GONE INC	2,000.00	2,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
P64X0064	BLACK AND DECKER U S INC	1,000.00	1,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64R1482	BLICK ART MATERIALS LLC	371.14	371.14	0131489810 4310	BR/TUPE COHORT M (2018-2020) / INSTRUCTIONAL
N64R1492	BLICK ART MATERIALS LLC	901.09	901.09	0128073010 4310	CY/ART HISTORY/INSTR / INSTRUCTIONAL MATL &
N64R1504	BLICK ART MATERIALS LLC	1,493.44	1,493.44	0135489810 4310	WA/TUPE COHORT M (2018-20) / INSTRUCTIONAL

**ANAHEIM UHSD**

EXHIBIT BB

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P64X0065	BOBCAT OF LOS ANGELES INC	10,000.00	10,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
P64X0005	BONDED CLEANERS	2,000.00	2,000.00	0127007081 5560	KE/INSTR MUSIC/M&O / LAUNDRY
P64X0027	BORDER TIRE	35,000.00	35,000.00	0179113036 4386	GARAGE/TRANS-REG ED/TRANSPORT /
P64T0011	BORDERLAN SECURITY	6,650.00	6,650.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
N64R1620	BPS SUPPLY GROUP	100.78	100.78	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE
P64X0058	BPS SUPPLY GROUP	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64R1612	BSN SPORTS LLC	598.59	598.59	0120028034 4320	ANAHEIM/ATHLETICS/HEALTH / OTHER OFFICE/MIS
N64R1605	BUDDY'S ALL STARS INC	640.55	640.55	0122028010 4310	MA/ATHLET/INSTR / INSTRUCTIONAL MATL &
N64X0464	BUDDY'S ALL STARS INC	6,450.00	6,450.00	0121028081 5630	WESTERN/ATHL/FIELDMAN SUPP /
P64X0028	BUSWEST LLC	20,000.00	20,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64R0005	CABE	1,000.00	1,000.00	0163452021 5210	EL/BIL TCHR PD-BECOME (BTPDP) / TRAVEL AND
P64X0034	CALIFORNIA CUSHION COMPANY INC	2,000.00	2,000.00	0110233081 4355	MAINTENANCE/FLOOR/MO / MAINTENANCE
P64X0066	CALIFORNIA PLUMBING PARTS	50,000.00	50,000.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE
P64X0067	CALIFORNIA RETROFIT INC	10,000.00	10,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
P64X0068	CALIFORNIA RETROFIT INC	4,500.00	4,500.00	0100970081 4347	COMMUNITY SERVICE/MO / OPERATIONS SUPPLIES
P64X0008	CAMERON WELDING SUPPLY	2,000.00	2,000.00	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
P64X0069	CAMERON WELDING SUPPLY	1,000.00	1,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0029	CANYON AUTO GLASS	8,500.00	8,500.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
P64T0008	CARASOFT TECHNOLOGY CORP	24,334.00	24,334.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
N64A0292	CARE YOUTH CORPORATION	160,550.00	121,180.00	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			39,370.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
N64R1586	CART MAN INC, THE	759.83	759.83	0142000081 4347	OXFORD/MO / OPERATIONS SUPPLIES - MISC
N64T0564	CDW GOVERNMENT INC.	74.67	74.67	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL MAT
N64T0578	CDW GOVERNMENT INC.	8,103.01	7,063.01	0161000910 4410	PO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -



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N64T0578	*** CONTINUED ***				
N64T0597	CDW GOVERNMENT INC.	16,329.36	1,040.00	0168000910 4410	GI/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64T0002	CDW GOVERNMENT INC.	232,118.76	16,329.36	0132000910 4410	OR/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64X0070	CEMEX	14,500.00	232,118.76	0108000877 4310	INFORMATION SERVICES/DP / INSTRUCTIONAL MA
N64R1588	CENGAGE LEARNING	2,010.89	14,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64R1602	CENTER FOR DRUG FREE COMMUNITI	5,200.00	2,010.89	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64X0012	CERTIFIED TRANSPORTATION SVCS	9,900.00	5,200.00	0172489810 5880	SS/TUPE COHORT M (2018-20) / OTHER OPERATING
N64R1562	CHEFS' TOYS	423.50	9,900.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
P64X0071	CHRISTIAN BUILDING MATERIALS	5,000.00	423.50	0109102537 4347	EMERGENCY EXPEND/SERVICES/FS / OPERATIONS
N64R1463	CHROMARK CORP.	639.39	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64R0006	CIF SOUTHERN SECTION	1,675.51	639.39	0140489810 4310	SO/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64A0293	CINNAMON HILLS YOUTH CRISIS CT	180,049.99	1,675.51	0122028010 5310	MA/ATHLET/INSTR / DUES AND MEMBERSHIPS
P64X0072	CISCO'S SHOP INC.	4,000.00	180,049.99	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
P64X0030	CITY AUTO TOP	10,000.00	39,601.64	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
N64R1595	CITY OF ANAHEIM	3,696.00	4,000.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE
P64X0073	CLARK SECURITY PRODUCTS	7,000.00	10,000.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
P64R0013	COMPLETE OFFICE OF CA	85,494.24	3,696.00	0123000010 5880	SA/INSTR / OTHER OPERATING EXPENSES
N64R1569	COMPRESSOR PARTS AND REPAIR	10,952.79	7,000.00	0110236081 4355	MAINTENANCE/LOCKS/MO / MAINTENANCE
P64X0074	CORVUS INDUSTRIES LTD	15,000.00	85,494.24	0110392081 4347	M & O/ESSER-CARES ACT / OPERATIONS SUPPLIES -
N64R1556	COSCO FIRE PROTECTION INC	1,450.00	10,952.79	0150235081 6490	ADMIN/HVAC/MO / EQUIPMENT - OTHER
N64R1579	COUNTY OF ORANGE	329,267.87	15,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
P64X0031	CREATIVE BUS SALES	20,000.00	1,450.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			329,267.87	0100000071 5830	GEN FUND/BRD SUPT / ELECTION COSTS
			20,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS

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N64C0110	CULVER NEWLIN	3,117.85	3,117.85	2623731185 4410	SA/BOND SERIES 2018 - MEAS H / EQUIPMENT -
N64C0111	CULVER NEWLIN	10,224.61	10,224.61	2627731185 4410	KE/BOND SERIES 2018 - MEAS H / EQUIPMENT -
N64R1510	CURRICULUM ASSOCIATES INC	433.25	433.25	0147000910 4210	HOPE/LCFF-CONCENTRATION/INSTR / BOOKS AND
P64X0075	CVT RECYCLING	15,000.00	15,000.00	0111000081 5580	MO/MO / SANITATION
P64R0002	DAKTRONICS	29,725.91	29,725.91	0100000072 6490	GEN FUND/GENL ADM / EQUIPMENT - OTHER
P64R0003	DAKTRONICS	21,163.10	21,163.10	0100000072 6490	GEN FUND/GENL ADM / EQUIPMENT - OTHER
P64X0032	DARTCO TRANSMISSION SALES SVC	25,000.00	25,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64T0006	DUDE SOLUTIONS INC	9,535.00	9,535.00	0110230081 5880	MAINTENANCE/MO / OTHER OPERATING EXPENSES
P64X0076	DUNN EDWARDS PAINTS	40,000.00	40,000.00	0110237081 4355	MAINTENANCE/PAINT/MO / MAINTENANCE SUPPLI
N64R1477	DURABLE SUPPLY CO.	369.29	369.29	0168489810 4310	GIL/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64R1478	DURABLE SUPPLY CO.	157.41	157.41	0168489810 4310	GIL/TUPE COHORT M (2018-20) / INSTRUCTIONAL
P64X0077	E.B. BRADLEY COMPANY	3,000.00	3,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0078	EBERHARD EQUIPMENT	5,000.00	5,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
P64X0080	ECONOMY RENTALS INC	32,000.00	32,000.00	0110230081 5620	MAINTENANCE/MO / RENTALS/OPERATING LEASES
N64A0291	EIDE BAILLY LLP	2,071.40	2,071.40	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
N64T0613	EIDIM AV TECHNOLOGY	1,132.00	1,132.00	0117750610 4410	IS/CTE/INSTR / EQUIPMENT - NON-CAPITALIZED
N64T0614	EIDIM AV TECHNOLOGY	566.00	566.00	0134000910 4410	WA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
N64R1574	EL CANTARITO RESTAURANT	1,320.00	1,320.00	0153916540 4390	THEATRE/DANCE FESTIVAL/ANCIL / MEETING
P64X0001	EVOQUA WATER TECHNOLOGIES LLC.	6,000.00	6,000.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
P64X0081	EWING IRRIGATION PRODUCTS	50,000.00	50,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0013	EXPO PROPANE	50,000.00	50,000.00	0113113036 5810	TRANS/REG-ED/TRANSPORTATION /
N64R1553	F.M. THOMAS AIR CONDITIONING I	500.00	500.00	0150235081 5610	ADMIN/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
P64T0005	FARONICS TECHNOLOGIES USA INC	5,409.69	5,409.69	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES

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P64X0082	FARR'S CUSTOM CARBIDE LLC	2,000.00	2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0083	FENN TERMITE AND PEST CONTROL	10,000.00	10,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
N64R1563	FERGUSON ENTERPRISES INC	1,911.58	1,911.58	0140239081 4410	SOUTH/PLUMB/MO / EQUIPMENT - NON-CAPITALIZE
P64X0084	FERGUSON ENTERPRISES INC	70,000.00	70,000.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE
N64R1558	FIVE STAR RUBBER STAMP INC	50.49	50.49	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
N64R1587	FIX 4 LESS GOLF CARS	2,370.50	2,370.50	0135000081 4410	DALE/MO / EQUIPMENT - NON-CAPITALIZED
N64R1472	FLAGHOUSE INC	164.94	164.94	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
P64X0033	FLEET SERVICES INC	52,500.00	52,500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
N64R1496	FLINN SCIENTIFIC INC	598.16	598.16	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
N64R1502	FLINN SCIENTIFIC INC	88.47	88.47	0142032010 4310	OXFORD/GEN SCI/INSTR / INSTRUCTIONAL MATL &
N64R1458	FLUENCY MATTERS	581.60	581.60	0140000910 4210	SO/LCFF-CONCENTRATION/INSTR / BOOKS AND
N64R1603	FRED PRYOR SEMINARS	99.00	99.00	0111220081 5210	OPERATIONS - GENERAL / TRAVEL AND
P64X0122	FREESTYLE PHOTOGRAPHIC SUPPLIE	3,200.00	3,200.00	0127009010 4310	KE/PHOTO/INSTR / INSTRUCTIONAL MATL &
N64R1575	GANAHL LUMBER CO	289.45	289.45	0161489810 4310	PO/TUPE COHORT M (2018-20) / INSTRUCTIONAL
P64X0007	GANAHL LUMBER CO	750.00	750.00	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
P64X0085	GANAHL LUMBER CO	25,000.00	25,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0086	GANAHL LUMBER CO	45,000.00	45,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0090	GANAHL LUMBER CO	4,000.00	4,000.00	0134022010 4310	WA/WOOD/INSTR / INSTRUCTIONAL MATL &
P64X0100	GANAHL LUMBER CO	1,000.00	1,000.00	0144000081 4347	LEX/MO / OPERATIONS SUPPLIES - MISC
P64X0101	GANAHL LUMBER CO	300.00	300.00	0144017010 4310	LEX/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
P64X0093	GARY'S RADIATOR SERVICE	8,000.00	8,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
N64R1565	GLASBY MAINTENANCE SUPPLY CO.	7,822.00	7,822.00	0110102581 4347	EMERGENCY EXPEND/M & O / OPERATIONS SUPPLI
N64R1591	GLASBY MAINTENANCE SUPPLY CO.	1,648.36	1,648.36	0134000081 4347	WA/MO / OPERATIONS SUPPLIES - MISC

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P64X0087	GLASBY MAINTENANCE SUPPLY CO.	30,000.00	30,000.00	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES
N64R1584	GORM INC	3,017.00	3,017.00	0109102537 4310	EMERGENCY EXPEND/SERVICES/FS /
N64S0123	GORM INC	4,089.12	4,089.12	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R0014	GORM INC	51,002.92	51,002.92	0110392081 4347	M & O/ESSER-CARES ACT / OPERATIONS SUPPLIES -
P64T0007	GOV CONNECTION INC	228.00	228.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
P64X0088	GRAINGER	45,000.00	45,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0094	GRAINGER	3,000.00	3,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
N64R1596	GRAY STEP SOFTWARE INC	820.00	820.00	0123000010 5210	SA/INSTR / TRAVEL AND CONFERENCE
P64X0089	GRAYBAR ELECTRIC COMPANY	10,000.00	10,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64X0463	GREATER ANAHEIM SELPA	316,934.00	316,934.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT GRPS/OTR
P64X0111	GREENS DISCOUNT GLASS AND SCRE	25,000.00	25,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0095	H AND H AUTO PARTS WHOLESALE	30,000.00	30,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
N64C0136	HCI SYSTEMS INC	995.61	995.61	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
P64X0096	HD INDUSTRIES	20,000.00	20,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64X0063	HOME DEPOT CREDIT SERVICES	70,000.00	70,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0092	HOME DEPOT CREDIT SERVICES	1,200.00	1,200.00	0147257081 4347	SEVER HDCP/MO/SEV / OPERATIONS SUPPLIES - MIS
P64X0097	HOME DEPOT CREDIT SERVICES	2,500.00	2,500.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
N64R1568	HORIZON	721.26	721.26	0125230081 4410	KA/GENERAL/MO / EQUIPMENT - NON-CAPITALIZED
P64X0112	HORIZON	10,000.00	10,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
P64X0113	HOTSY EQUIPMENT CO.	2,000.00	2,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
P64X0114	HOWARD INDUSTRIES	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64A0003	HUNTINGTON BEACH U.H.S.D.	10,000.00	10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
P64X0115	ICS SERVICE CO.	8,000.00	8,000.00	0110245081 5610	M & O/SAFETY & SECURITY/M&O / REPAIRS/MAINT

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P64X0116	IMAGE APPAREL FOR BUSINESS	40,000.00	40,000.00	0111220081 4345	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
P64X0117	INLAND TOP SOIL MIXES INC.	10,000.00	10,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
P64T0016	INTERLIGHT	296.42	296.42	0122381010 4310	MA/ECIA1/INSTR / INSTRUCTIONAL MATL &
P64R0012	INTERNATIONAL BACCALAUREATE OR	11,650.00	11,650.00	0127000810 5880	KE/LCFF-SUPPLEMENTAL/INSTR / OTHER OPERATIN
N64R1589	INTERNATIONAL E Z UP INC	1,200.33	1,200.33	0124489810 4410	LO/TUPE COHORT M (2018-20) / EQUIPMENT -
N64R1614	INTERNATIONAL E Z UP INC	1,993.38	1,993.38	0121489810 4410	WE/TUPE COHORT M (2018-20) / EQUIPMENT -
P64X0091	J AND B MATERIALS	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64R1462	J.W. PEPPER AND SON INC.	549.41	549.41	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
N64R1480	J.W. PEPPER AND SON INC.	279.06	279.06	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64X0098	JACKSONS A S BREA F M P	50,000.00	50,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64X0118	JACKSONS A S BREA F M P	10,000.00	10,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
P64X0099	JASPER ENGINES AND TRANSMISSIO	20,000.00	20,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64X0011	JFK TRANSPORTATION CO INC	11,000.00	11,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
P64X0119	JHM SUPPLY INC.	75,000.00	75,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64C0147	JM AND J CONTRACTORS	5,950.00	5,950.00	0147230081 5610	HOPE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICE
P64X0014	JOE RHODES MAINTENANCE SERVICE	2,500.00	2,500.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
P64X0120	JOHNSON CONTROLS	10,000.00	10,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64R1552	JOHNSTONE SUPPLY	14,184.21	14,184.21	0110235081 4347	MAINTENANCE/HVAC/MO / OPERATIONS SUPPLIES
P64A0008	KEENAN ASSOCIATES	62,824.00	62,824.00	0100000010 3901	GEN FUND/INSTR / OTHER BENEFITS-CERTIFICATE
P64X0004	KENNEDY HIGH SCHOOL	10,000.00	10,000.00	0127028040 5810	KE/ATHLET/ANCILLARY / NON-INSTRUCTIONAL
N64R1567	KONRAD, ALISON	268.31	268.31	0120177072 5230	RISK MANAGEMENT/GEN ADMIN / REIMBURSABLE
N64C0094	KSR ASSOCIATES LLC	3,782.03	3,782.03	0150231081 4410	ADMIN/ELECTRIC/MO / EQUIPMENT -
N64M0022	KYA SERVICES	15,695.09	15,695.09	0150233081 5610	DO/FLOOR/M&O / REPAIRS/MAINT - O/S SERVICES

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P64M0001	KYA SERVICES	31,664.85	31,664.85	0125233081 5610	KA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
P64X0009	LA PALMA CLEANERS	2,500.00	2,500.00	0127028081 5560	KENNEDY/ATHLETICS/FIELD SUPP / LAUNDRY
P64R0007	LAIRD PLASTICS	12,863.20	12,863.20	0106392081 4347	BUSINESS/ESSER-CARES ACT/M&O / OPERATIONS
N64R1618	LEGO EDUCATION	12,323.80	12,323.80	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64X0102	LEXINGTON JUNIOR HIGH SCHOOL	2,000.00	2,000.00	0144054040 5810	LEX/AFTSCHL/ANCIL / NON-INSTRUCTIONAL PROF
N64R1544	LIBERTY PAPER	15,408.25	15,408.25	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
N64T0580	LOCOROBO INNOVATIONS INC	1,422.30	1,422.30	0137385010 4310	SY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
P64A0004	LOS ALAMITOS UNIFIED SCHOOL DI	10,000.00	10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
P64X0103	LOS ANGELES FREIGHTLINER INC	10,000.00	10,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64X0015	LUX BUS AMERICA COMPANY	9,650.00	9,650.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
P64X0016	M COACH	9,650.00	9,650.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
N64R1607	MACKIN LIBRARY MEDIA	1,000.00	1,000.00	0134000910 4210	WA/LCFF-CONCENTRATION/INSTR / BOOKS AND
N64R1594	MARQUE MEDICAL INC.	1,000.00	1,000.00	6800680060 5890	WORKERS COMP/ENTERP / CLAIMS - WORKERS COM
N64R1559	MATTERHACKERS INC	1,497.15	138.29	0137385010 4310	SY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			1,358.86	0137385010 4410	SY/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
P64R0008	MB PAINTING	4,000.00	4,000.00	0125237081 5610	KA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
P64X0105	MC COY MILLS FORD	5,000.00	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64X0106	MC FADDEN DALE HARDWARE CO	5,000.00	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
N64R1585	MC KESSON MEDICAL SURGICAL INC	38,625.98	6,836.24	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL
			31,789.74	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
P64X0107	METRO DIESEL INJECTION INC	11,000.00	11,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
N64R1566	MIRANDA, MANUEL	212.00	212.00	0120177072 5230	RISK MANAGEMENT/GEN ADMIN / REIMBURSABLE
P64X0108	MOBILE INDUSTRIAL SUPPLY	5,000.00	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
N64T0569	MONOPRICE	51.72	51.72	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA

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EXHIBIT BB

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 07/16/2020

FROM 06/08/2020 TO 07/06/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64M0025	MONTGOMERY HARDWARE CO.	26,793.33	26,793.33	0169236081 5610	TRIDENT/LOCKS/MO / REPAIRS/MAINT - O/S
N64R1611	MUSIC AND ARTS CENTER	1,159.74	1,159.74	0128007010 4310	CY/INS MUS/INSTR / INSTRUCTIONAL MATL &
N64R1615	MUSIC AND ARTS CENTER	5,073.82	5,073.82	0140385010 4410	SO/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
N64R1616	MUSIC AND ARTS CENTER	609.33	609.33	0140007010 4310	SOUTH/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64T0013	MY PAYMENT NETWORK	500.00	500.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
N64R1547	NEW MANAGEMENT INC.	621.94	621.94	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0576	NEWSELA	8,000.00	8,000.00	0132381010 5880	OR/ECIA1/INSTR / OTHER OPERATING EXPENSES
N64R1464	NIMCO	356.59	356.59	0140489810 4310	SO/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64R1471	NIMCO	402.22	402.22	0131489810 4310	BR/TUPE COHORT M (2018-2020) / INSTRUCTIONAL
N64R1505	NIMCO	72.20	72.20	0161489810 4310	PO/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64R1506	NIMCO	660.69	660.69	0124489810 4310	LO/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64R1560	NORTH ORANGE COUNTY REGIONAL	1,385.68	1,385.68	0117393010 5880	INSTR SVC/VEA-2B/INSTR / OTHER OPERATING
N64R1561	NORTH ORANGE COUNTY REGIONAL	16,000.00	16,000.00	0117597092 7223	IS/HEALTH CAREER OPTY PROGM / ROP TRANSFER
N64T0583	NORTHSTAR AV LLC	78.66	78.66	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0593	NORTHSTAR AV LLC	471.95	471.95	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL MAT
N64T0615	NORTHSTAR AV LLC	915.88	915.88	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64X0109	O'REILLY AUTO PARTS	20,000.00	20,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
N64R1546	OCDE	1,264.96	1,264.96	0117117021 5880	INSTR SRVS/SUPV INST / OTHER OPERATING
P64C0009	OCDE	750.00	750.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
N64R1509	OFFICE DEPOT	569.98	569.98	0135261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
N64R1517	OFFICE DEPOT	5,085.80	5,085.80	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64X0041	OFFICE DEPOT	3,000.00	3,000.00	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC SUPPLIES
P64X0110	ONE STOP PARTS SOURCE	5,000.00	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS

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**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 07/16/2020

FROM 06/08/2020 TO 07/06/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64R1581	ORANGE COUNTY FIRE PROTECTION	15,500.00	15,500.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
P64R0004	ORANGE COUNTY INDUSTRIAL PLAST	10,419.43	10,419.43	0100102572 4320	EMERGENCY EXPEND/SERVICES/ADM / OTHER
P64A0005	ORANGE UNIFIED SCHOOL DISTRICT	11,000.00	11,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
P64X0017	PACIFIC COACHWAYS CHARTER SERV	30,000.00	30,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
P64X0104	PACIFIC COAST ENTERTAINMENT	2,000.00	2,000.00	0144006010 5610	LEX/THEATER/INSTR / REPAIRS/MAINT - O/S
N64R1551	PACWEST AIR FILTER LLC.	903.68	903.68	0110235081 4347	MAINTENANCE/HVAC/MO / OPERATIONS SUPPLIES
N64T0579	PATHWAY COMMUNICATIONS LTD	1,409.37	1,409.37	0132381010 4410	OR/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
N64T0584	PATHWAY COMMUNICATIONS LTD	641.11	641.11	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
N64T0590	PATON GROUP	8,062.78	4,402.94	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL
			3,659.84	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
N64R1613	PESI PREMIER EDUCATION SOLUTIO	769.88	769.88	0172381731 5210	TITLE I-MC KINNEY VENTO/GUID / TRAVEL AND
P64A0009	PIPS	6,068,652.00	4,551,489.00	0100000010 3601	GEN FUND/INSTR / WORKERS'COMP-CERTIFICATED
			1,517,163.00	0100000010 3602	GEN FUND/INSTR / WORKERS'COMP-CLASSIFIED
P64A0006	PLACENTIA YORBA LINDA USD	9,900.00	9,900.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
N64R1570	POSITIVE PROMOTIONS INC	212.21	212.21	0131489810 4310	BR/TUPE COHORT M (2018-2020) / INSTRUCTIONAL
N64R1473	PREVENTION PARTNERS	353.64	353.64	0168489810 4310	GIL/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64R1576	PREVENTION PARTNERS	607.23	607.23	0168489810 4310	GIL/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64R1606	PREVENTION PARTNERS	171.17	171.17	0137489810 4310	SY/TUPE COHORT M (2018-20) / INSTRUCTIONAL
N64R1592	R AND R CONTRACTORS LLC	16,800.00	16,800.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
N64R1572	RAY LITE INDUSTRIES INC.	12,603.66	12,603.66	0121231081 4355	WESTERN/ELECTRIC/MO / MAINTENANCE SUPPLIES
N64R1573	RAY LITE INDUSTRIES INC.	42,462.76	9,007.25	0121240081 4410	WESTERN/POOL/MO / EQUIPMENT -
			7,720.50	0122240081 4410	MA/POOL/MO / EQUIPMENT - NON-CAPITALIZED
			12,867.51	0123240081 4410	SA/POOL/MO / EQUIPMENT - NON-CAPITALIZED
			7,720.50	0124240081 4410	LOARA/POOL/MO / EQUIPMENT - NON-CAPITALIZED
			5,147.00	0127240081 4410	KE/POOL/MO / EQUIPMENT - NON-CAPITALIZED



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**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 07/16/2020

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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>
P64X0061	REFRIGERATION SUPPLIES DIST.	50,000.00	50,000.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIE
P64T0012	RELIANT TECHNOLOGY	6,551.20	6,551.20	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
P64X0123	RHODE ISLAND NOVELTY	1,000.00	1,000.00	0144025040 4310	LEX/ASB/ANCIL / INSTRUCTIONAL MATL & SUPPLIE
N64R1488	RIVERSIDE INSIGHTS	179.02	179.02	0135261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
N64R1617	RIVERSIDE INSIGHTS	688.41	688.41	0140261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
N64A0294	ROSSIER PARK SCHOOL	79,233.99	79,233.99	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
N64A0295	ROSSIER PARK SCHOOL	230.39	230.39	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64X0035	SAFETY KLEEN	5,000.00	5,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
N64R1549	SAVANNA HIGH SCHOOL	9,365.00	9,365.00	0123025040 5880	SA/ASB/ANCIL / OTHER OPERATING EXPENSES
N64C0126	SCHOOL SERVICES OF CALIFORNIA	650.00	650.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
N64T0567	SCHOOL SPECIALTY INC	212.83	212.83	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0573	SCHOOL SPECIALTY INC	93.70	93.70	0132381010 4310	OR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLIE
N64T0574	SCHOOL SPECIALTY INC	889.15	889.15	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0586	SCHOOL SPECIALTY INC	886.78	886.78	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0587	SCHOOL SPECIALTY INC	1,000.29	1,000.29	0134002010 4310	WA/BUS ED/INSTR / INSTRUCTIONAL MATL &
N64T0589	SCHOOL SPECIALTY INC	488.20	488.20	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64A0001	SCHOODOLOGY INC.	132,300.00	132,300.00	0153750410 5880	SP/SCHOODOLOGY/INSTR / OTHER OPERATING
P64X0006	SCHORR METALS INC	750.00	750.00	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
N64T0600	SEHI COMPUTER PRODUCTS INC	4,112.78	4,112.78	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
N64T0609	SEHI COMPUTER PRODUCTS INC	1,336.10	1,336.10	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
N64T0616	SEHI COMPUTER PRODUCTS INC	37,365.89	15,500.00	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
			21,865.89	0117750610 4410	IS/CTE/INSTR / EQUIPMENT - NON-CAPITALIZED
P64T0001	SEHI COMPUTER PRODUCTS INC	14,041.39	14,041.39	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64T0003	SEHI COMPUTER PRODUCTS INC	1,914,390.00	1,914,390.00	0108000877 4310	INFORMATION SERVICES/DP / INSTRUCTIONAL MA

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**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 07/16/2020

FROM 06/08/2020 TO 07/06/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P64T0009	SEHI COMPUTER PRODUCTS INC	3,555.00	3,555.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
P64T0010	SEHI COMPUTER PRODUCTS INC	32,470.00	32,470.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
P64X0125	SHOW OFF DESIGNS INC.	3,500.00	3,500.00	0144008010 4310	LEX/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
P64X0018	SILVERADO STAGES INC.	9,500.00	9,500.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
N64X0465	SOBEL GROUP INC., THE	50,000.00	50,000.00	0172000810 5810	SAFE SCHL/LCFF/INSTR / NON-INSTRUCTIONAL PRO
N64X0467	SOCALGRAD	3,000.00	3,000.00	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC SUPPLIE
P64X0121	SOCALGRAD	6,000.00	6,000.00	0127000031 4320	KE/GUID / OTHER OFFICE/MISC SUPPLIES
P64T0015	SOFTCHOICE CORPORATION	130,103.62	130,103.62	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64C0007	SOUTHERN CALIFORNIA A.P. INC.	500.00	500.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
P64A0010	SOUTHERN CALIFORNIA RELIEF	2,709,716.00	2,709,716.00	0100000072 5453	GEN FUND/GENL ADM / INSURANCE - EXCESS
N64C0149	SOUTHWEST SCHOOL AND OFFICE SU	123.91	123.91	0108102577 4320	EIT/EMERGENCY EXPENDITUREE/INS / OTHER
N64R1583	SOUTHWEST SCHOOL AND OFFICE SU	129.30	129.30	0109102537 4310	EMERGENCY EXPEND/SERVICES/FS /
P64S0001	SOUTHWEST SCHOOL AND OFFICE SU	4,390.82	4,390.82	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64X0003	SPICERS PAPER INC	40,000.00	40,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
P64R0010	SPORTS FACILITIES GROUP INC	5,678.36	5,678.36	0120000010 6490	ANAHEIM/INSTR / EQUIPMENT - OTHER
N64R1508	STAPLES ADVANTAGE	96.96	96.96	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
N64R1600	STAPLES ADVANTAGE	340.67	340.67	0135381110 4310	DA/TITLE I - PARENTING / INSTRUCTIONAL MATL &
N64R1601	STAPLES ADVANTAGE	431.35	431.35	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
N64M0024	SUNBELT FLOORING INC	19,969.00	19,969.00	0132230081 5610	OR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
N64T0588	SWEETWATER	1,883.42	484.82	0134385010 4310	WA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			1,398.60	0134385010 4410	WA/TITLE IV/INSTR / EQUIPMENT -
P64T0014	SWIVL INC	825.00	825.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
N64R1483	TEACHER'S DISCOVERY	820.97	820.97	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA

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EXHIBIT BB

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 07/16/2020

FROM 06/08/2020 TO 07/06/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P64X0019	TRANSPORTATION CHARTER SVCS. I	9,650.00	9,650.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
N64T0582	TROXELL COMMUNICATIONS INC	2,379.12	2,379.12	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
N64T0594	TROXELL COMMUNICATIONS INC	2,973.90	2,973.90	0134000910 4410	WA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
N64R1578	U S BANK	900.00	900.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
P64A0007	UNITED OF OMAHA	1,570,563.00	1,570,563.00	0100000010 3901	GEN FUND/INSTR / OTHER BENEFITS-CERTIFICATE
P64X0062	US AIR CONDITIONING DISTRIBUTO	10,000.00	10,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0020	US COACHWAYS INC.	9,650.00	9,650.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
N64R1597	WALTERS WHOLESALE	10,220.00	10,220.00	2635731185 6490	DA/BOND SERIES 2018 - MEAS H / EQUIPMENT -
N64R1507	WARD'S NATURAL SCIENCE EST	324.85	324.85	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
N64R1295	WARDS MEDIA TECH	10,990.59	500.00	0128905510 4310	CY/CAR FAIRE/INSTR / INSTRUCTIONAL MATL &
			10,490.59	0128905510 4410	CY/CAR FAIRE/INSTR / EQUIPMENT -
N64R1599	WENGER CORP	647.58	647.58	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
N64R1554	WESTCOR ENVIRONMENTAL INC	3,115.00	3,115.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
N64R1571	WON DOOR CORPORATION	931.00	931.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
N64A0297	YARIJANIAN AND ASSOCIATES	3,512.00	3,512.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
P64T0004	ZENDESK INC	8,664.00	8,664.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
	<b>Fund 01 Total:</b>	<b>16,800,565.83</b>			
	<b>Fund 26 Total:</b>	<b>23,562.46</b>			
	<b>Fund 68 Total:</b>	<b>1,000.00</b>			
	<b>Fund 76 Total:</b>	<b>316,934.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>17,142,062.29</b>			

**ANAHEIM UHSD**

EXHIBIT CC

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**                      **07/16/2020**

**FRO 06/08/2020 TO 07/06/2020**

<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>
N64A0066	CSM CONSULTING INC.	97,800.00	+27,600.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
N64A0053	DIVISION OF THE STATE ARCHITEC	400,000.00	+150,000.00	2656731185 6210	GOB SERIES 2018 - MEAS H / PLANNING - DSA PLAN
N64A0125	ILLUMINATION INSTITUTE	50,000.00	+4,000.00	0115752110 5805	ED/S & C/ INSTR / INSTRUCTIONAL PROF CONSULTAN
N64A0217	CITY OF ANAHEIM AS SUCCESSOR A	199,149.40	+30,699.40	4500722600 8625	ANAHEIM PLAZA / COMMUNITY REDEVELOPMENT
N64C0001	CULVER NEWLIN	131,407.70	-0.01	2622731185 4310	MA/BOND SERIES 2018 - MEAS H / INSTRUCTIONAL
			+1,693.25	2622731185 4410	MA/BOND SERIES 2018 - MEAS H / EQUIPMENT -
N64C0141	AMERICAN FENCE COMPANY INC	1,000.00	+500.00	0128232081 5610	CY/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
N64R1286	CENTRAL RESTAURANT PRODUCTS	8,824.43	-461.95	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLIE
N64R1418	A ALVARADO PAINTING	10,500.00	+3,200.00	0132237081 5610	OR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
N64R1426	SOUTHWEST SCHOOL AND OFFICE SU	8,296.75	+1,293.00	0100102572 4320	EMERGENCY EXPEND/SERVICES/ADM / OTHER
N64R1427	AWARDS BY PAUL	6,855.28	+51.72	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER OFFICE/MIS
N64R1457	NIMCO	1,160.23	+16.54	0128489810 4310	CY/TUPE COHORT M (2018-2020) / INSTRUCTIONAL
N64R1519	STATE OF CALIFORNIA	250.00	+125.00	0138230081 5610	BALL/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
N64R1537	PREVENTION PARTNERS	1,116.14	-232.88	0128489810 4310	CY/TUPE COHORT M (2018-2020) / INSTRUCTIONAL
N64R1542	FULLER TRUCK ACCESSORIES	1,962.92	+80.81	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64T0392	CDW GOVERNMENT INC.	17,068.17	+3,006.10	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC SUPPLIES
N64T0492	ADAFRUIT INDUSTRIES LLC	1,024.65	-34.43	0122393110 4310	VEA PERKINS STUDENT ORG MAGNOL /
N64X0008	AGRI TURF DISTRIBUTING LLC	20,000.00	+5,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
N64X0110	ORANGE COUNTY FARM SUPPLY	27,250.78	+22,250.78	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
N64X0120	POOL SUPPLY OF ORANGE COUNTY	42,300.00	+12,300.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64X0133	REFRIGERATION SUPPLIES DIST.	62,930.00	+12,930.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64X0197	JART DIRECT MAIL SERVICE	57,000.00	+17,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
N64X0406	NORTH ORANGE COUNTY REGIONAL	1,616,898.45	+416,898.45	0100512592 7223	ROP APPRENTICE/TRSF BETWN AGNC / ROP TRANSFE

ANAHEIM UHSD

EXHIBIT CC

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS  
BOARD OF TRUSTEES 07/16/2020

FRO 06/08/2020 TO 07/06/2020

<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>
N64X0420	SOCALGRAD	4,380.00	+680.00	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER OFFICE/MISC
Fund 01 Total:			526,203.14		
Fund 26 Total:			151,693.24		
Fund 45 Total:			30,699.40		
Total Amount of Change Orders:			708,595.78		

**VENDOR CHECK REGISTER**  
**June 08, 2020 Through July 06, 2020**

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
123 OFFICE SOLUTION INC.	V6411643	5810	16131.04	00164199
A 1 FENCE COMPANY	V6408537	4355	39.67	00164128
			677.83	00164284
A ALVARADO PAINTING	V6406348	5610	4800	00164000
			8275	00164285
A AND C URGENT CARE	V6412935	5810	350	00164143
A U H S D FOOD SERVICE DEPT	V6400023	4320	91.63	00164286
		4390	332.69	00164286
A Z BUS SALES INC.	V6400025	4385	1181.9	00164001
AAA ELECTRIC MOTOR SALES	V6400033	4355	105.35	00164067
			76.46	00164169
			24.29	00164287
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	1157.8	00164288
ACS BILLING SERVICE	V6400072	5530	149.02	00164068
		5580	2622.05	00164068
ADI	V6400095	4355	1731.51	00164069
			201.01	00164289
ADORAMA	V6411023	4310	68.96	00164097
		4410	2518.43	00164290
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	4410	8980.21	00164200
			74835.07	00164291
		9320	104.77	00163993
AGRI TURF DISTRIBUTING LLC	V6412836	4347	548.46	00164117
			641.24	00164292
AIRGAS USA LLC	V6413792	4376	55.99	00164118
AIRSUPPLY TOOLS INC.	V6412933	4375	846.45	00164017
			2335.74	00164293
		9320	3531.06	00164017
ALL AMERICAN TROPHY ENGRAVING	V6400159	4320	719.94	00164018
ALT REV CASH FUND	V6405195	4310	642.11	00164144
		4320	606.26	00164144
		4347	362.9	00164144
		4382	510.13	00164144
		4390	200.8	00164144
		5910	70.83	00164144
	V6405196	4199	155.01	00164294
		4310	2010.68	00164294
		4320	280.73	00164294
		4347	238.17	00164294
		4390	57.61	00164294
		5910	140.8	00164294
AMERICAN CASUAL	V6407489	4310	501.06	00164119
AMERICAN FENCE COMPANY INC	V6407611	5610	626.1	00164145
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	37484.7	00164098
AP EXAMINATIONS	V6400312	4310	329523	00164129
			112244	00164295
ART SUPPLY WAREHOUSE	V6400350	4310	330.25	00164099
			384.05	00164130
ARTICULATE GLOBAL INC	V6413709	5880	1608.17	00164296
AT AND T	V6400374	5918	56.33	00164202
	V6406157	5918	14424.94	00164201
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	1260	00164019
			39882.96	00164297

**VENDOR CHECK REGISTER**  
**June 08, 2020 Through July 06, 2020**

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
ATTAINMENT CO. INC.	V6400391	4310	76.67	00164298
		5880	67.65	00164298
AUDIO VISUAL INNOVATIONS INC	V6408229	4410	8180.4	00164170
			113476.47	00164299
AUGUSTIN EGELSEE LLP	V6407847	5821	8325	00163994
AWARDS BY PAUL	V6400412	4320	6803.56	00164002
B AND H PHOTO VIDEO INC	V6400422	4310	560.03	00164100
			1357.56	00164203
			1683.15	00164300
		4320	1053.85	00164300
		4347	53.86	00164131
B AND K ELECTRIC WHOLESALE	V6400623	4355	46.02	00164301
B AND M LAWN AND GARDEN INC	V6400423	4347	1169.6	00163995
			64.09	00164132
			315.83	00164146
			92.41	00164204
BACH COMPANY, THE	V6407748	4310	781.16	00164070
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	5610	245761.05	00164205
BANCTEC INC.	V6412975	5610	315	00164101
BARNES AND NOBLE	V6400450	4210	846.54	00164206
		4310	1470.67	00164206
BAVCO	V6407678	4355	395.58	00163996
			230.61	00164302
BCT ENTERTAINMENT	V6406302	5620	1452.86	00164303
		6490	9955.68	00164102
BEACON DAY SCHOOL	V6409269	5860	24322.12	00164120
			16462.06	00164147
			26447.34	00164304
BEAN, KATIE	V6413290	5220	15.24	00164305
BEE BUSTERS	V6400472	5610	500	00164306
BEST BUY FOR BUSINESS	V6408717	4310	103.44	00164207
BIG D SUPPLIES	V6400508	4355	8.8	00164307
BIG TEX TRAILERS CA	V6400509	4410	900	00164133
BILLINGS, JANICE	V6402265	3701	1924.2	00164208
BLICK ART MATERIALS LLC	V6401357	4310	549.95	00164134
			369.39	00164308
BPS SUPPLY GROUP	V6400476	4355	218.22	00164103
BROWN, JENNIFER	V6409000	5210	743.68	00164135
BSN SPORTS	V6400615	4310	11473.91	00164148
BSN SPORTS LLC	V6412536	4320	598.59	00164310
		4410	1154.73	00164309
BUDDY'S ALL STARS INC	V6406311	4310	1037.43	00164136
			640.55	00164311
		5630	10380	00164311
CALIFORNIA DEPT. OF JUSTICE	V6400689	5810	989	00164171
CALIFORNIA PLUMBING PARTS	V6412567	4355	773.39	00163985
			2416.47	00164071
			2698.46	00164209
			12164.39	00164312
CALIFORNIA RETROFIT INC	V6406910	4355	228.44	00164313
CARE YOUTH CORPORATION	V6412565	5860	53524	00164314
CARNEGIE LEARNING INC.	V6411378	5810	60000	00164003
CATHEDRAL HOME FOR CHILDREN	V6407473	5860	16868.48	00164121
			16967.08	00164315

**VENDOR CHECK REGISTER**  
**June 08, 2020 Through July 06, 2020**

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
CDW GOVERNMENT INC.	V6400819	4310	74.67	00164316
		4320	3713.83	00164020
			2423.95	00164137
		4410	7083.01	00164316
CELEBRATIONS	V6412197	4310	338.2	00164104
CENGAGE LEARNING	V6404723	4150	1573.15	00164172
CENTRAL RESTAURANT PRODUCTS	V6411274	4310	4421.96	00164173
		4410	4377.24	00164173
CHEFS' TOYS	V6410110	4310	7843.76	00164317
		4410	1345.25	00164317
CHICAGO ELECTRONIC DISTRIBUTORS INC	V6413784	4310	352.6	00164174
CHRISTIAN BUILDING MATERIALS	V6400919	4355	437.26	00164318
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	14806.09	00164149
			22120.24	00164319
CITY OF ANAHEIM	V6400957	5520	18958.2	00163997
			64936.87	00164021
			33008.26	00164138
			6743.71	00164320
			1216.08	00163997
			16344.73	00164021
			18398.47	00164138
			3056.79	00163997
			8780.02	00164021
			5798.84	00164138
		1139.9	00164320	
		5880	3696	00164321
CITY OF BUENA PARK	V6400958	5530	2770.72	00164150
		5580	277.07	00164150
CLAIM RETENTION SERVICES INC.	V6408940	5810	2882.5	00164322
CORNELIUS, JEFF	V6402295	5210	125.29	00164139
COUNTY OF ORANGE	V6401112	5830	329267.87	00164323
CREATIVE BUS SALES	V6409840		107.54	00163986
			119.47	00164004
CRONIN, ZOHRA	V6413773	5210	255	00164005
CSM CONSULTING INC.	V6409922	5810	6900	00164324
CSM SALES LLC	V6413661	6490	12232.25	00164210
CSU FULLERTON	V6401173	5100	14488.15	00164325
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	5810	3733.75	00164175
		6230	3223	00164175
CURRICULUM ASSOCIATES INC	V6401193	4210	433.25	00164326
DALE JUNIOR HIGH ASB	V6405581	5810	500	00164105
DBQ PROJECT, THE	V6406985	4310	397.5	00164006
DEL SOL SCHOOL	V6411308	5860	9222	00164122
DEVEREUX TEXAS TREATMENT NETWORK	V6401339		14085.42	00164007
			14594.78	00164123
			14329.14	00164327
DIGITAL NETWORKS GROUP INC	V6409316	4310	334.62	00164328
DISCOVERY RANCH	V6413718	5860	15884	00164124
			16202	00164151
DUNN EDWARDS PAINTS	V6401448	4355	191.77	00164072
			47.27	00164140
			109.26	00164329
EAST SIDE UNION HIGH SCHOOL DISTRICT	V6413042	4150	467	00164330
ECONOMOU LAW GROUP INC.	V6413480	5821	7500	00163998



**VENDOR CHECK REGISTER**  
**June 08, 2020 Through July 06, 2020**

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
ECONOMY RENTALS INC	V6401478	5620	395.86	00164073
			1316.96	00164331
EDUSCAPE PARTNERS, LLC	V6413811	5210	749	00164332
EIDE BAILLY LLP	V6413546	5880	2071.4	00164333
EL CANTARITO RESTAURANT	V6413303	4390	1320	00164176
ENCORP	V6409154	5810	10130	00163999
ESCOE, BARRY	V6400453	3701	2247.3	00164008
ESPARZA, ALEXIS	V6413820	5210	2258.94	00164334
EWING IRRIGATION PRODUCTS	V6401634	4355	265.58	00164141
			3992.25	00164335
F.M. THOMAS AIR CONDITIONING INC.	V6401651	5610	500	00164336
FABIAN, OSCAR	V6411103	5210	1244	00164022
FENN TERMITE AND PEST CONTROL	V6401679	5610	181	00164023
			131	00164337
FERGUSON ENTERPRISES INC	V6409823	4355	753.2	00164074
			924.78	00164177
			748.64	00164211
			265.68	00164436
		4410	1911.58	00164177
FERRELLGAS LP	V6411875	5810	3106.82	00164338
FIX 4 LESS GOLF CARS	V6413062	5610	1036.23	00163987
FLEET SERVICES INC	V6405625	4370	133.8	00164178
			559.84	00164339
		4376	42.33	00164178
			617.89	00164339
FLINN SCIENTIFIC INC	V6401708	4310	625.9	00164075
			67.62	00164212
FLUENCY MATTERS	V6412516	4210	582.37	00164437
FONG, CATHY	V6408093	5210	452.2	00164340
FRIED, JARON	V6408045	5210	664.59	00164179
FUSION LEARNING INC	V6413641	5880	9792	00164341
GANAHL LUMBER CO	V6401804	4355	143.35	00164180
			3201.64	00164438
GAS COMPANY, THE	V6404372	5510	381.94	00164076
			8380.92	00164181
		7439	7061.94	00164181
GDL BEST CONTRACTORS INC	V6412393	5610	7060	00164213
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	1202.45	00164342
			100.21	00164439
		9320	9967.95	00164024
			1008.54	00164342
GLENN, JERRY	V6402322	3701	1287.6	00164025
GOLDEN STATE WATER COMPANY	V6408018	5530	27058.77	00164182
			11214.3	00164343
GOPHER SPORTS EQUIPMENT	V6401902	4310	2258.72	00164077
GORM INC	V6401904	4310	3021.45	00164440
		9320	3196.31	00164078
			1987.05	00164344
GOVERNMENTJOBS.COM	V6409634	5880	400	00164026
GRAINGER	V6404982	4355	793.55	00164214
			217.7	00164345
			534.3	00164441
GRAYBAR ELECTRIC COMPANY	V6401918	4355	20.12	00164183
			69.9	00164215

**VENDOR CHECK REGISTER**  
**June 08, 2020 Through July 06, 2020**

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
GREATER ANAHEIM SELPA	V6401927	5805	58670.62	00164346
		8311	152269.45	00163988
GREENS DISCOUNT GLASS AND SCREEN	V6409591	4355	60.9	00164216
			1093.54	00164347
H AND E EQUIPMENT SERVICES	V6409994	5610	814.31	00164348
H AND H AUTO PARTS WHOLESALE	V6401967	4385	2348.4	00164079
HAUGEN, CRAIG	V6401122	3701	1319.8	00164217
HERNANDEZ, DR. ADAM	V6413751	5210	744	00164218
HOGANSON, JOHN	V6408126	5210	710.2	00164184
HOME DEPOT CREDIT SERVICES	V6405234	4347	30.63	00164349
		4355	181.27	00163989
			208.85	00164080
			3984.76	00164185
HORIZON	V6408259	4347	1158.53	00164350
HOWIES ATHLETIC TAPE	V6413284	4320	258.62	00164081
HP DIRECT	V6408671	4410	3232.5	00164442
HUNT, BRIAN	V6412153	5210	400	00164027
ICS SERVICE CO.	V6406452	5610	2448	00164219
ILLUMINATION INSTITUTE	V6412987	5805	4000	00164351
IMAGE SOURCE	V6412458	4320	4436.64	00164352
INLAND TOP SOIL MIXES INC.	V6402153	4347	6559.28	00164443
IRONSMITH INC.	V6409083	4410	1104.06	00164082
ISCEFOUNDATION	V6413577	5880	250	00164353
IXL	V6410650	5880	299	00164444
J AND B MATERIALS	V6400875	4355	1051.2	00164354
J. THAYER COMPANY INC.	V6413420	9320	535.3	00164445
J.W. PEPPER AND SON INC.	V6402214	4310	328.43	00163990
			70.25	00164220
			280.07	00164355
JACKSONS A S BREA F M P	V6406346	4375	19.33	00164186
			6.44	00164356
		4385	182.08	00164356
JART DIRECT MAIL SERVICE	V6402271	5810	9739.35	00164187
			776.26	00164221
			1874.23	00164357
JHM SUPPLY INC.	V6411647	4355	1614.13	00164083
			291.96	00164188
			1173.5	00164222
			3169.62	00164358
JM AND J CONTRACTORS	V6410460	5610	13372.2	00164125
JOHNSTONE SUPPLY	V6402415	4347	14184.21	00164359
		4355	144.9	00164084
			357.91	00164359
JUNIOR LIBRARY GUILD	V6402477	4210	1748.46	00164223
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	5810	1014	00164085
KONG AND PARK USA INC.	V6413476	4150	3654.7	00163991
KONRAD, ALISON	V6412099	5230	268.31	00164224
KSR ASSOCIATES LLC	V6411295	4410	3782.03	00164189
KUBAT, IRENA	V6413813	5230	188	00164225
KUSTOM IMPRINTS	V6408734	4320	2309.94	00164226
KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	V6412795	4310	1855.58	00164361
		4320	2627.57	00164361
LAIRD PLASTICS	V6406890	4355	1519.28	00164362
LANGUAGE NETWORK INC	V6409301	5810	2791.25	00164227

**VENDOR CHECK REGISTER**  
**June 08, 2020 Through July 06, 2020**

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
LARNER, JOHN	V6402395	3702	1924.2	00164028
LAU, JUNYING	V6413749	5210	1244	00164029
LETTER PERFECT SIGNS	V6402726	4355	188.56	00164086
			790.89	00164190
			4202.12	00164363
LIGHTSTREAM MANAGED SERVICES LLC	V6413812	5880	2000	00164364
MACKIN LIBRARY MEDIA	V6402903	4210	5854.7	00164087
			3735.51	00164228
			3442.57	00164365
			3868.82	00164446
MARCUS MANAGEMENT SOLUTIONS	V6411856	5805	27978	00164282
MARDAN CENTER OF EDUCATION	V6402945	5860	3862.25	00164229
MARK ENTERPRISES INC	V6411936	5610	3258.64	00164030
		5880	4797	00164030
MATTERHACKERS INC	V6413522	4310	349.55	00164447
		4410	1147.6	00164447
MC FADDEN DALE HARDWARE CO	V6403056	4355	899.05	00164088
			378.24	00164191
			45.47	00164230
			773.78	00164366
			54.58	00164448
MCWIL SPORTS SURFACES INC	V6412723	5610	212262	00164283
			91470	00164449
MD INSTALLATIONS INT'L INC.	V6410469	5610	895	00164367
MEDCO SPORTS MEDICINE	V6405872	4320	56.82	00164368
MIRANDA, MANUEL	V6413819	5230	212	00164231
MISSION LINEN SUPPLY	V6411115	4388	113.27	00164089
			98.62	00164232
			295.86	00164369
MOBLEY, AARON	V6412160	5210	1244	00164031
MONARCH TEACHING TECHNOLOGIES INC	V6411130	5880	5625	00164032
MONTGOMERY HARDWARE CO.	V6405624	4355	3563.68	00164233
			423.46	00164370
MORSCO SUPPLY LLC	V6412910	4355	115.97	00164090
MULTI HEALTH SYSTEMS INC	V6403217	4310	16334.6	00164033
MUSIC AND ARTS CENTER	V6411397	4310	1171.96	00164234
			45.24	00164371
		4410	5346.12	00164234
MYPHONE HERO	V6413250	4310	478	00164091
N2Y LLC	V6405551	5880	99	00164372
NASCO	V6403253	4310	5515.15	00164373
		4410	1481.69	00164373
NEW MANAGEMENT INC.	V6405318	4310	622.26	00164374
NIMCO	V6403365	4310	405.72	00164375
NORTH ORANGE COUNTY REGIONAL	V6403384	5880	1385.68	00164376
		7223	824449.45	00164376
		7283	1314028.08	00164034
			657014.04	00164235
NORTHSTAR AV LLC	V6411265	4310	2187.96	00164377
		4320	91.59	00164377

**VENDOR CHECK REGISTER**  
**June 08, 2020 Through July 06, 2020**

	<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
OCDE		V6403452	5870	64200.07	00164142
			5880	603	00164107
				661.96	00164379
			7141	270364.05	00164142
				73960	00164379
OFFICE DEPOT		V6403421	4320	2083.31	00164236
				90.27	00164380
OLIVE CREST ACADEMY		V6410765	5680	12770.68	00164381
			5860	24506.86	00164108
				31732.57	00164153
ONE DAY SIGNS		V6405664	5810	3765.17	00164382
ORANGE COUNTY BEARING		V6409966	4355	91.05	00164154
ORANGE COUNTY FARM SUPPLY		V6403455	4347	3647.98	00164109
				17250.78	00164383
ORANGE COUNTY FIRE PROTECTION		V6403457	4355	45.5	00164237
			5610	3161.09	00164237
				346.95	00164384
ORANGE COUNTY PUBLIC SAFETY		V6411157	5810	887	00164385
ORANGE COUNTY WINDUSTRIAL		V6412671	4410	10828.88	00164238
O'REILLY AUTO PARTS		V6411401	4370	808.12	00164106
				520.36	00164152
				164.2	00164378
			4375	77.56	00164106
				22.13	00164152
			4376	55.56	00164106
				215.79	00164378
			4385	176.22	00164152
				203.89	00164378
ORVAC ELECTRONICS		V6403479	4355	167.04	00164386
PACWEST AIR FILTER LLC.		V6411703	4345	900.81	00164239
PARADIGM HEALTHCARE SERVICES		V6403536	5810	21459.34	00164155
PARKER AND COVERT LLP		V6403544	5810	4438.5	00164035
			5821	8032.1	00164156
				9020.5	00164387
PARKHOUSE TIRE INC.		V6403547	4386	277.05	00164388
PATRIOT TOOL AND SUPPLY		V6413758	4387	756.41	00164389
PENNER PARTITIONS INC		V6403625	4355	309.24	00164390
PERMA BOUND		V6403638	4210	1388.16	00164240
PEST OPTIONS INC		V6406848	5610	650	00164036
PITNEY BOWES		V6403677	5910	2693.55	00164241
PITNEY BOWES INC		V6403678	5610	1957.89	00164037
PITSCO INC.		V6403679	4310	1082.89	00164242
POOL SUPPLY OF ORANGE COUNTY		V6403700	4355	3166.29	00164038
				4832.12	00164110
				5265.01	00164243
				3554.61	00164391
PORTVIEW PREPARATORY		V6411850	5860	19325.68	00164039
PRAXAIR		V6403719	4355	46.5	00164392
PROJECT LEAD THE WAY INC		V6410754	5210	2400	00164393
PRZ CONSULTING		V6413190	5810	2250	00164157
PYRAMID SCHOOL PRODUCTS		V6403798	9320	7349.72	00164158
				6929.28	00164394
QUEST SOFTWARE		V6407304	5610	403.92	00164395
RECKNOR, HILARY		V6409295	5210	200	00164040

**VENDOR CHECK REGISTER**  
**June 08, 2020 Through July 06, 2020**

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
REFRIGERATION SUPPLIES DIST.	V6403873	4355	2641.52	00164041
			4243.19	00164111
			3411.26	00164244
			2161.59	00164396
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	5948.2	00164245
RIVERSIDE INSIGHTS	V6413468	4310	622.44	00164246
			234.18	00164397
RODARTE, JACQUELINE	V6413086	5210	618.2	00164247
ROSSIER PARK ELEMENTARY SCHOOL	V6404020	5860	2838.26	00164042
			4334.86	00164398
ROSSIER PARK SCHOOL	V6411451	5860	31639.42	00164043
			59541.36	00164399
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	905.1	00164044
			1077.5	00164248
			1491.26	00164400
SAVANNA HIGH SCHOOL	V6404130	5880	9365	00164045
SCHOOL SPECIALTY INC	V6404173	4310	1195.68	00164401
SCHORR METALS INC	V6404179	4355	2088.36	00164249
			171.88	00164402
SCP DISTRIBUTORS LLC	V6411554	4355	1060.26	00164403
SEHI COMPUTER PRODUCTS INC	V6404221	4310	59786.25	00164126
			504.58	00164250
		4320	1071.15	00164126
		4410	62618.95	00164126
			15184.6	00164250
			354.8	00164404
		5210	1575	00164404
		5880	2333	00164126
SHELTON, MIKE	V6403136	3701	1924.2	00164405
SHERWIN WILLIAMS CO., THE	V6410919	4355	40.28	00164046
SHRED IT USA LLC	V6411124	5610	86.44	00164406
SIGLER INC., RUSSELL	V6410420	4355	76.86	00164047
			188.26	00164251
			123.48	00164407
SOCALGRAD	V6411708	4310	64.65	00164159
			161.36	00164408
		4320	34728.31	00164159
			6.95	00164408
SOLIS GROUP, THE	V6412965	5810	6070.5	00164009
			6070.5	00164252
SONRISE ELECTRIC INC	V6412124	5610	2400	00164409
SOUND IMAGE	V6413225	6490	1275	00164410
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	16165.25	00164048
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4320	1416.91	00164411
		9320	452.44	00164411
SPEECH AND LANGUAGE	V6404400	5860	40103	00164049
			29051.13	00164412
SPICERS PAPER INC	V6404405	4320	847.76	00164253
			4051.8	00164413
SPRINT SOLUTIONS INC	V6411072	5918	320.92	00164414
STANBURY UNIFORMS	V6406508	4310	85607.38	00164254
STAPLES ADVANTAGE	V6410116	4310	188.5	00164415
STATE OF CALIFORNIA	V6404447	5610	125	00164416
STEINLE, CHARLES	V6410113	3701	1287.6	00164050

**VENDOR CHECK REGISTER**  
**June 08, 2020 Through July 06, 2020**

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
STOUT, LORENA	V6413093	5210	1305.77	00164051
SWITZER CENTER	V6413048	5210	3371	00164417
		5860	2446	00164052
SYCAMORE JR HIGH ASB	V6404569	5810	1435	00164255
T MOBILE	V6410424	5918	8762.63	00164256
THEATREFOLK LTD.	V6412578	5880	444	00164053
THOMSON REUTERS WEST	V6407958	5880	161	00164257
TIME AND ALARM SYSTEM	V6404729	4355	1972.01	00164418
TIME WARNER CABLE	V6411698	5930	3859.1	00164258
TOWNSEND PUBLIC AFFAIRS INC.	V6413003	5810	5000	00164054
TRANE COMPANY, THE	V6407007	4355	469.67	00164419
TROXELL COMMUNICATIONS INC	V6404796	4310	192.43	00164259
		4410	11895.6	00164420
TRUCK PRO PTO SALES CORPORATION	V6403784	4375	57.47	00164055
		4376	1708.48	00164160
			-250.89	00164421
		4387	585.69	00164421
TUPAJ, JOSIAH	V6413753	5210	1200	00164056
TURF STAR INC	V6404805	4347	697.21	00164057
			2095.42	00164112
			1128.68	00164260
		4355	1800	00164161
U S BANK	V6406511	4310	8741.56	00163992
		4320	455.71	00163992
			7619.91	00164422
		4390	836.81	00163992
		5210	2196.9	00163992
			732.61	00164422
		5805	6133	00164422
		5880	900	00164058
			39	00164422
			900	00164423
UNION AUTO SERVICE CENTER	V6404840	4370	2780.84	00164059
			2041.85	00164424
		5610	2496.85	00164059
			1819.8	00164424
UNITED STATES ACADEMIC DECATHLON	V6404818	5880	954.13	00164060
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	35.69	00164061
			17.66	00164113
			122.59	00164261
VALLEY VISTA SERVICES INC	V6411966	5580	1607.16	00164062
VASQUEZ, WENDY	V6413614	5870	2275	00164425
VITAL INSPECTION SERVICES INC	V6412251	5810	3240	00164162
WALKER JR HIGH SCHOOL	V6404990	5810	780	00164262
WALTERS WHOLESALE	V6409053	4355	855.66	00164426
WENGER CORP	V6405024	6490	18878.13	00164263
WESTERN HIGH SCHOOL ASB	V6405044	5810	7488	00164264
WILLIAM V MACGILL AND COMPANY	V6402896	4320	304.24	00164063
WINZER	V6412060	4376	865.87	00164265
			500.18	00164427
WOLVERINE FENCE COMPANY INC	V6410121	5610	6800	00164266
WOODCRAFT	V6405102	4355	80.99	00164267
XEROX CORPORATION	V6405129	5620	3713.86	00164268
			345.65	00164428

**VENDOR CHECK REGISTER**  
**June 08, 2020 Through July 06, 2020**

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
XEROX FINANCIAL SERVICES LLC	V6412617	5620	532.84	00164269
YARIJANIAN AND ASSOCIATES	V6413731	5821	6250	00164114
YELLOW CAB OF GREATER ORANGE COUNTY	V6405135	5870	342	00164163
<b>GENERAL FUND (0101)</b>			<b>7,032,389.29</b>	
DIVISION OF THE STATE ARCHITECT	V6411414	6210	56170.37	00164429
<b>DEFERRED MAINTENANCE FUND (1414)</b>			<b>56,170.37</b>	
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	6165	35398.9	00164270
CONTAINER ALLIANCE	V6412976	6274	419.04	00164192
CULVER NEWLIN	V6411589	4310	2144.64	00164430
		4410	3280.88	00164430
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	100530	00164193
DIVISION OF THE STATE ARCHITECT	V6411414	6210	115728.06	00164127
ENCORP	V6409154	6250	21781	00164010
GHATAODE BANNON ARCHITECTS	V6408656	6212	950.25	00164164
			67698	00164271
INDEPENDENT	V6413456	6252	953	00164165
J AND A FENCE	V6409989	6126	93898	00164092
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	38670	00164093
MANUFACTURES BANK	V6413517	6165	69516.36	00164011
			49290.63	00164272
RUHNAU CLARKE ARCHITECTS	V6412249	6212	5306.1	00164012
WOLVERINE FENCE COMPANY INC	V6410121	6126	227050	00164273
<b>GO BOND FUND SERIES 2018 (2126)</b>			<b>832,614.86</b>	
DIVISION OF THE STATE ARCHITECT	V6411414	6210	645	00164013
JM AND J CONTRACTORS	V6410460	6221	24465.15	00164194
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	1079	00164094
PINNER CONSTRUCTION CO INC	V6412130	6165	270384.3	00164014
			184168.32	00164274
SCHOOL FACILITY CONSULTANTS	V6404158	5810	4823.75	00164431
WOLVERINE FENCE COMPANY INC	V6410121	6221	4600	00164166
<b>CAPITAL FACILITIES FUND (2525)</b>			<b>490,165.52</b>	
CITY OF ANAHEIM AS SUCCESSOR AGENCY	V6411390	8625	199149.4	00164095
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	16120	00164195
INDEPENDENT	V6413456	6252	518	00164167
<b>CAPITAL FACILITIES RDA FUND (2545)</b>			<b>215,787.40</b>	
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	6270	395503	00164275
RUHNAU CLARKE ARCHITECTS	V6412249	6212	100000	00164196
<b>SCHOOL FACILITIES FUND (3535)</b>			<b>495,503.00</b>	
FAST TRACK CONSTRUCTION CORPORATION	V6410454	6165	220737.12	00164015
			452689.72	00164197
GHATAODE BANNON ARCHITECTS	V6408656	6212	2350	00164276

**VENDOR CHECK REGISTER**  
**June 08, 2020 Through July 06, 2020**

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
PINNER CONSTRUCTION CO INC	V6412130	6165	1050426.54	00164016
			752353.65	00164277
VITAL INSPECTION SERVICES INC	V6412251	6291	7290	00164168
<b>SPECIAL FACILITIES FUND (4041)</b>			<b>2,485,847.03</b>	
AUHSD	V6400400	5890	4993.34	00164115
MARQUE MEDICAL INC.	V6413824	5890	468.14	00164432
<b>WORKER'S COMPENSATION FUND (6768)</b>			<b>5,461.48</b>	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	9184.69	00164278
AUHSD	V6400400	5891	1009164.81	00164279
			1478968.98	00164433
EXPRESS SCRIPTS INC.	V6410974	5895	190285.44	00164064
			189802.63	00164116
			204651.13	00164280
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	13116.67	00164065
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON	V6413790	5462	11816.36	00164198
			12040.28	00164434
PINNACLE CLAIMS MANAGEMENT INC.	V6409946	5812	1616	00164066
VISION SERVICE PLAN	V6404956	5464	53309.19	00164281
			52779.3	00164435
<b>HEALTH &amp; WELFARE INS FUND (6769)</b>			<b>3,226,735.48</b>	
GREATER ANAHEIM SELPA	V6401927	9620	316934	00164096
<b>WARRANT/PASS THROUGH (7676)</b>			<b>316,934.00</b>	
<b>GRAND TOTAL ALL FUNDS</b>			<b>15,157,608.43</b>	



**ANAHEIM UNION HIGH SCHOOL DISTRICT  
ASB SUMMARY OF CASH BALANCES  
APRIL 2020**

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	429,743.69	369,601.04	1,000.00	53,180.25	423,781.29
Western	350,243.76	225,548.62	1,275.00	126,558.14	353,381.76
Magnolia	123,285.39	122,675.39	700.00	-	123,375.39
Savanna	101,905.14	103,209.67	500.00	227.33	103,937.00
Loara	179,512.56	109,127.96	800.00	69,014.60	178,942.56
Katella	220,091.00	221,030.00	2,100.00	-	223,130.00
Kennedy	434,678.71	433,563.71	1,300.00	-	434,863.71
Cypress	681,991.93	682,501.93	1,700.00	-	684,201.93
Brookhurst	32,528.31	32,528.31	-	-	32,528.31
Orangeview	40,458.61	40,478.61	100.00	-	40,578.61
Walker	100,347.99	100,347.99	-	-	100,347.99
Dale	70,276.73	48,701.15	-	-	48,701.15
Sycamore	34,129.00	34,129.03	-	-	34,129.03
Ball	24,073.53	26,428.53	-	-	26,428.53
South	69,286.90	70,565.50	-	-	70,565.50
Oxford	518,112.45	516,817.97	350.00	-	517,167.97
Lexington	67,627.43	67,627.43	-	-	67,627.43
Hope	80,300.18	80,300.18	-	-	80,300.18
Gilbert	36,727.14	36,727.14	-	-	36,727.14
<b>Total</b>	<b>3,595,320.45</b>	<b>3,321,910.16</b>	<b>9,825.00</b>	<b>248,980.32</b>	<b>3,580,715.48</b>

**Anaheim Union High School District**  
**Cafeteria Fund**  
**Financial Statements**  
**April 2020**



# Statement of Revenue and Expense

## Anaheim Union High School District

	Period 10 Ending in 04/30/2020				Period 10 Ending in 04/30/2019			
	Monthly	%	YTD	%	Monthly	%	YTD	%
<b>Revenue</b>								
<b>Local Revenue</b>								
8621	\$0.00	0.00 %	\$287,349.00	1.68 %	\$36,378.00	1.52 %	\$361,932.00	1.84 %
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 %	\$135.70	0.01 %	\$2,832.70	0.01 %
Junior High - Lunch								
8632	\$0.00	0.00 %	\$62,181.00	0.36 %	\$9,278.50	0.39 %	\$66,998.75	0.34 %
High School - Breakfast								
8633	\$0.00	0.00 %	\$606,408.00	3.54 %	\$87,792.00	3.66 %	\$707,271.00	3.59 %
High School - Lunch								
8635	\$0.00	0.00 %	\$674,862.12	3.94 %	\$105,578.56	4.40 %	\$882,453.60	4.48 %
A La Carte Sales								
8636	\$0.00	0.00 %	\$342.05	0.00 %	\$108.49	0.00 %	\$470.03	0.00 %
Adult Rev. - Breakfast								
8637	\$0.00	0.00 %	\$16,499.83	0.10 %	\$2,756.72	0.12 %	\$19,828.88	0.10 %
Adult Rev. - Lunch								
<b>Local Revenue</b>	<b>\$0.00</b>	<b>0.00 %</b>	<b>\$1,647,642.00</b>	<b>9.62 %</b>	<b>\$242,027.97</b>	<b>10.10 %</b>	<b>\$2,041,818.46</b>	<b>10.36 %</b>
<b>Federal Reimbursements</b>								
8200	\$270,633.00	35.53 %	\$2,982,994.22	17.41 %	\$392,164.53	16.36 %	\$3,206,369.17	16.27 %
Fed. Meal Rev.-Breakfast								
8220	\$430,552.50	56.52 %	\$10,782,839.27	62.93 %	\$1,502,763.85	62.69 %	\$12,390,602.60	62.88 %
Fed. Meal Rev.-Lunch								
8290	\$0.00	0.00 %	\$385,672.60	2.25 %	\$50,611.47	2.11 %	\$454,720.63	2.31 %
Misc Fed Rev.-Snack								
<b>Federal Reimbursements</b>	<b>\$701,185.50</b>	<b>92.04 %</b>	<b>\$14,151,506.09</b>	<b>82.59 %</b>	<b>\$1,945,539.85</b>	<b>81.17 %</b>	<b>\$16,051,692.40</b>	<b>81.46 %</b>
<b>State Reimbursements</b>								
8500	\$30,077.18	3.95 %	\$334,804.20	1.95 %	\$43,945.35	1.83 %	\$358,945.03	1.82 %
St. Meal Rev.-Breakfast								
8520	\$30,077.16	3.95 %	\$760,076.58	4.44 %	\$106,028.61	4.42 %	\$873,936.84	4.44 %
St. Meal Rev.-Lunch								
<b>State Reimbursements</b>	<b>\$60,154.34</b>	<b>7.90 %</b>	<b>\$1,094,880.78</b>	<b>6.39 %</b>	<b>\$149,973.96</b>	<b>6.26 %</b>	<b>\$1,232,881.87</b>	<b>6.26 %</b>
<b>Other Revenue</b>								
8638	\$377.25	0.05 %	(\$6,688.56)	-0.04 %	(\$2,375.97)	-0.10 %	(\$16,482.81)	-0.08 %
Cash Over & Short								
8699	\$91.63	0.01 %	\$246,922.95	1.44 %	\$61,810.30	2.58 %	\$394,239.08	2.00 %
Spec Activity/Cater								
<b>Other Revenue</b>	<b>\$468.88</b>	<b>0.06 %</b>	<b>\$240,234.39</b>	<b>1.40 %</b>	<b>\$59,434.33</b>	<b>2.48 %</b>	<b>\$377,756.27</b>	<b>1.92 %</b>
<b>Total Revenue</b>	<b>\$761,808.72</b>	<b>100.00 %</b>	<b>\$17,134,263.26</b>	<b>100.00 %</b>	<b>\$2,396,976.11</b>	<b>100.00 %</b>	<b>\$19,704,149.00</b>	<b>100.00 %</b>
<b>Expense</b>								
<b>Food Purchases &amp; Govnmt</b>								
4700	\$278,483.61	36.56 %	\$5,666,566.38	33.07 %	\$574,228.57	23.96 %	\$6,559,719.61	33.29 %
Food Purchases								
<b>Food Purchases &amp; Govnmt</b>	<b>\$278,483.61</b>	<b>36.56 %</b>	<b>\$5,666,566.38</b>	<b>33.07 %</b>	<b>\$574,228.57</b>	<b>23.96 %</b>	<b>\$6,559,719.61</b>	<b>33.29 %</b>
<b>Supplies</b>								
4300	\$6,127.72	0.80 %	\$107,773.65	0.63 %	\$13,557.40	0.57 %	\$161,761.57	0.82 %
Materials & Supplies								
4400	\$0.00	0.00 %	\$34,408.84	0.20 %	\$0.00	0.00 %	\$105,042.67	0.53 %
Noncapitalized Equipment-Under \$5000								



# Statement of Revenue and Expense

## Anaheim Union High School District

	Period 10 Ending in 04/30/2020				Period 10 Ending in 04/30/2019			
	Monthly	%	YTD	%	Monthly	%	YTD	%
4790	\$49,322.38	6.47 %	\$571,280.43	3.33 %	\$67,908.30	2.83 %	\$639,135.73	3.24 %
Supplies (Food)								
<b>Supplies</b>	<b>\$55,450.10</b>	<b>7.28 %</b>	<b>\$713,462.92</b>	<b>4.16 %</b>	<b>\$81,465.70</b>	<b>3.40 %</b>	<b>\$905,939.97</b>	<b>4.60 %</b>
<b>Salaries</b>								
2200	\$690,656.35	90.66 %	\$6,721,385.78	39.23 %	\$771,520.98	32.19 %	\$6,605,892.42	33.53 %
Classified Salaries								
2300	\$36,086.75	4.74 %	\$433,811.09	2.53 %	\$45,443.17	1.90 %	\$453,717.83	2.30 %
Class.Sup/Admin Salaries								
2400	\$35,813.10	4.70 %	\$417,361.29	2.44 %	\$40,267.61	1.68 %	\$416,466.16	2.11 %
Clerical/Office Salaries								
2550	\$12,339.00	1.62 %	\$111,051.00	0.65 %	\$12,339.00	0.51 %	\$111,051.00	0.56 %
Food Service Vacation Pay								
<b>Salaries</b>	<b>\$774,895.20</b>	<b>101.72 %</b>	<b>\$7,683,609.16</b>	<b>44.84 %</b>	<b>\$869,570.76</b>	<b>36.28 %</b>	<b>\$7,587,127.41</b>	<b>38.51 %</b>
<b>Benefits</b>								
3202	\$113,998.96	14.96 %	\$1,174,314.95	6.85 %	\$119,598.20	4.99 %	\$1,060,348.70	5.38 %
PERS, Classified Position								
3302	\$57,989.79	7.61 %	\$570,786.55	3.33 %	\$64,255.06	2.68 %	\$563,510.10	2.86 %
OASD/MED/Classified Position								
3402	\$203,176.39	26.67 %	\$2,028,106.30	11.84 %	\$206,958.59	8.63 %	\$2,036,915.68	10.34 %
Hlth/Welfare, Classified								
3502	\$380.37	0.05 %	\$3,777.10	0.02 %	\$428.69	0.02 %	\$3,741.74	0.02 %
SUI, Classified Position								
3602	\$19,351.14	2.54 %	\$192,566.14	1.12 %	\$20,881.53	0.87 %	\$182,418.76	0.93 %
Workers Comp, Classified								
<b>Benefits</b>	<b>\$394,896.65</b>	<b>51.84 %</b>	<b>\$3,969,551.04</b>	<b>23.17 %</b>	<b>\$412,122.07</b>	<b>17.19 %</b>	<b>\$3,846,934.98</b>	<b>19.52 %</b>
<b>Other Expenses</b>								
5200	\$591.09	0.08 %	\$12,410.16	0.07 %	\$1,254.48	0.05 %	\$11,270.22	0.06 %
Travel & Conference								
5500	\$3,767.50	0.49 %	\$204,406.94	1.19 %	\$10,000.00	0.42 %	\$269,045.03	1.37 %
Operation & Housekeeping								
5600	\$2,963.13	0.39 %	\$53,597.78	0.31 %	\$5,086.41	0.21 %	\$97,839.13	0.50 %
Rental/Lease/Repair								
5800	\$0.00	0.00 %	\$165,092.21	0.96 %	\$2,878.42	0.12 %	\$145,284.27	0.74 %
Prof. Consult Service								
5900	\$1,146.31	0.15 %	\$33,319.37	0.19 %	\$116.37	0.00 %	\$23,790.75	0.12 %
Fax, Pager, Postage								
<b>Other Expenses</b>	<b>\$8,468.03</b>	<b>1.11 %</b>	<b>\$468,826.46</b>	<b>2.74 %</b>	<b>\$19,335.68</b>	<b>0.81 %</b>	<b>\$547,229.40</b>	<b>2.78 %</b>
<b>Capital Outlay</b>								
6500	\$0.00	0.00 %	\$76,883.87	0.45 %	\$0.00	0.00 %	\$132,095.15	0.67 %
Equipment- Over \$5000								
<b>Capital Outlay</b>	<b>\$0.00</b>	<b>0.00 %</b>	<b>\$76,883.87</b>	<b>0.45 %</b>	<b>\$0.00</b>	<b>0.00 %</b>	<b>\$132,095.15</b>	<b>0.67 %</b>
<b>Total Expense</b>	<b>\$1,512,193.59</b>	<b>198.50 %</b>	<b>\$18,578,899.83</b>	<b>108.43 %</b>	<b>\$1,956,722.78</b>	<b>81.63 %</b>	<b>\$19,579,046.52</b>	<b>99.37 %</b>
<b>Net Profit (Loss)</b>	<b>(\$750,384.87)</b>	<b>-98.50 %</b>	<b>(\$1,444,636.57)</b>	<b>-8.43 %</b>	<b>\$440,253.33</b>	<b>18.37 %</b>	<b>\$125,102.48</b>	<b>0.63 %</b>

Show all data



# Balance Sheet

## Anaheim Union High School District

04/30/2020

Account Number	Description	
<b>Asset</b>	<b>Assets</b>	
CASH		
9120	Cash-Checking	\$5,845,612.08
9122	Change Fund	\$9,940.00
Total CASH		\$5,855,552.08
RECEIVABLE		
9210	A/R - Current	\$90,843.29
9280	A/R - State	\$296,074.09
9290	A/R - Federal	\$1,922,321.15
Total RECEIVABLE		\$2,309,238.53
INVENTORIES		
9321	Food	\$247,322.81
9323	Supplies	\$80,470.93
Total INVENTORIES		\$327,793.74
<b>Total Asset</b>		<b>\$8,492,584.35</b>
<b>Liability</b>	<b>Liabilities and Fund Balance</b>	
LIABILITIES		
9510	A/P - Current	\$1,512,672.26
9530	A/P - Accrued Vacation	\$111,051.00
9580	Sales Tax Liability	\$5,803.31
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$89,661.75
Total LIABILITIES		\$1,719,188.32
<b>Total Liability</b>		<b>\$1,719,188.32</b>
<b>Fund Balance</b>	<b>Liabilities and Fund Balance</b>	
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
<b>Total Fund Balance</b>		<b>\$8,218,032.57</b>
<b>Current Year Profit (Loss)</b>		<b>(\$1,444,636.57)</b>
<b>Total Liabilities and Fund Balance</b>		<b>\$8,492,584.32</b>
Show all data		

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

<b>EDUCATIONAL CONSULTING AGREEMENT</b>
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**THIS AGREEMENT** is made and entered into this

16 <sup>th</sup>	day of	July	2020
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by and between

Language Network, Inc.
------------------------

Independent Contractor, hereinafter referred to as “Consultant” and the Anaheim Union High School District, hereinafter referred to as “District.”

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

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

**WHEREAS** Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Language Network, Inc., provides written translation and oral interpretation services to students and parents in languages beyond the district’s current capacity to support. There are many families who require periodic translation services in 98 languages, to assist with health, safety, and mandated educational issues. Contracting with Language Network will facilitate meeting the needs of students and parents who speak languages that are not available through the district translators.

Site/School:	District-wide (English Learner Program)	Funds (Cost Center):	LCFF Funds (0009)
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2. List of Other Supportive Staff or Consultants:

Consultant does not require additional staff.

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

Date:	August 1, 2020
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and shall diligently perform as specified and complete performance by:

Date:	July 31, 2021
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

The district will provide the name of school or department, language required, nature of the service required, location and person to report to, and date and time of each individual assignment.

5. District shall pay Consultant the maximum amount of

\$35,000

for services rendered

to # of people:	100 or more students/parents, dependent upon the type of service required in each instance	# hours per day:	Dependent upon the amount of time required for each assignment	# of days:	Appointments will be arranged on an as-needed basis
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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:

Language Network will provide oral interpretation and written translation services to non-English-speaking students and their parents, to facilitate accurate communication at critical meetings or phone calls, and regarding important information relative to the student's placement, progress, health, activities, and other concerns as they occur.

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

To support required parent involvement and communication for all languages represented in the district, it is most cost-effective to outsource translation and interpretation needs beyond the district's capacity. Additionally, ad hoc situations arise where parents must be notified in an emergency situation and district bilingual personnel are not available. The Language Network will support any site or district request of this type 24 hours-a-day.

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

Some of these services will be performed on site and in person, so no technical support will need to be provided by the District. Written documents requiring translation will be sent by fax or email, so only routine office equipment would be required.




**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
  - Hires, directs, pays assistants
  - Has equipment, facilities
  - Has a continuing and recurring liability
  - Performs specific jobs for prices agreed-upon in advance
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
  - Maintains an office
  - Business license
  - Business signs
  - Advertises services
  - Lists services in Business Directory
  - Other (explain) website - [www.LanguageNetworkUSA.com](http://www.LanguageNetworkUSA.com)
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed:

<b>CONSULTANT:</b>	<b>DISTRICT:</b>
Typed Name of consultant (same as page 1):	
<b>Language Network, Inc.</b>	<b>Anaheim Union High School District</b>
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
<b>Jordan Evans/President</b>	<b>Dr. Jaron Fried</b>
Authorized Signature:	Signature of Assistant Superintendent:
	
Street Address:	Street Address:
<b>5525 Canyon Crest, Ste. 254</b>	<b>501 Crescent Way, P.O. Box 3520</b>
City, State, Zip Code	City, State, Zip Code
<b>Riverside, CA 92507</b>	<b>Anaheim, CA 92803-3520</b>
Date:	Date:
6/19/2020	7/17/20

Mark Appropriately:

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

Social Security Number\* or Federal Identification Number\*

	94-3440775
--	------------

\*Or, initial below:

X	I have completed a new IRS Form <b>W-9</b> that will be submitted directly to AUHSD Accounting.
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Telephone Number:

E-mail Address:

949-733-2446	jordan@languagenetworkusa.com
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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:	6/19/2020
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EXHIBIT HH

**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.

**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.





**Big Brothers  
Big Sisters.**  
OF ORANGE COUNTY  
& THE INLAND EMPIRE

1801 E. EDINGER AVENUE, SUITE 101  
SANTA ANA, CA 92705

EXHIBIT HH

Anaheim Union High School District  
Dr. Jaron Fried, Assistant Superintendent  
Education Division  
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.



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SANTA ANA, CA 92705

#### EXHIBIT HH

- 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").
- Bigs with Badges Program with Anaheim HS and Anaheim PD through North Orange County ROP: BBBSOCIE to invoice AUHSD for the 2020-2021 school year for the program cost: \$25,000.
- Workplace Mentoring Program with Western High School and CHOC through the CLA ePrize award: BBBSOCIE to invoice AUHSD for the 2020-2021 school year for the program cost: \$25,000.

#### **Responsibilities Anaheim Union High School District (AUHSD):**

- Promote the BBBSOC 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 9<sup>th</sup> through 12<sup>th</sup> 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").



**Big Brothers  
Big Sisters.**  
OF ORANGE COUNTY  
& THE INLAND EMPIRE

1801 E. EDINGER AVENUE, SUITE 101  
SANTA ANA, CA 92705

#### EXHIBIT HH

- Bigs with Badges Program with Anaheim HS and Anaheim PD through North Orange County ROP: AUHSD to pass through funds to BBBSOCIE for the support of this program through the 2020-2021 school year. Total invoice amount from BBBSOCIE \$25,000.
- Workplace Mentoring Program with Western High School and CHOC through the CLA ePRize award: AUHSD to pass through funds to BBBSOCIE for the support of this program through the 2020-2021 school year. Total invoice amount from BBBSOCIE \$25,000.

#### **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.



**Big Brothers  
Big Sisters.**  
OF ORANGE COUNTY  
& THE INLAND EMPIRE

1801 E. EDINGER AVENUE, SUITE 101  
SANTA ANA, CA 92705

EXHIBIT HH

- 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").





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

**EDUCATIONAL CONSULTING AGREEMENT**

**THIS AGREEMENT** is made and entered into this:

16th	day of	July	2020
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by and between

Orange County Human Relations Council
---------------------------------------

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:

The Orange County Human Relations Council will provide training to Servite High School staff and students. The training will assist Servite in the further development of a safe and welcoming campus environment (staff, parents, students) where all stakeholders feel respected. Services include, but are not limited to: a leadership orientation, a task formation, all-day student retreats, faculty in-services, planning and implementation of strategies for parent outreach and involvement, assistance in the planning of school wide project(s), and student conflict resolution and anger management, and/or facilitator training for the Bridges program. The Bridges program trains participants to use positive peer support and to promote inter-group understanding and sensitivity, and how to implement restorative practices.

Site/School:	Servite High School	Funds (Cost Center):	Title II (3992)
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2. List of Other Supportive Staff or Consultants:

No other support staff or consultants are required.

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

Date:	August 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 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:

Servite High School staff will assist the consultant in the development and implementation of a yearly needs assessment, to be administered prior to the presentation, in order to customize the training to meet Servite High School needs.

5. District shall pay Consultant the maximum amount of

\$5,000

for services rendered

to # of people:	90 staff members 800 students Estimated 450 parents	# hours per day:	2	# of days:	70
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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:

As a result of the training, Servite High School will: (1) create a safe and inclusive community; (2) develop diverse leaders; (3) mediate conflict and encourage dialogue; (4) build an environment in which mutual understanding and respect are the foundation, and (5) restorative practices training.

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

The Orange County Human Relations Council has expertise in working cooperatively with school communities, including parents, teachers, administrators, and staff to achieve better inter-ethnic human-relations.

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

Servite High School will provide the consultant with technical support, as needed.

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
- Hires, directs, pays assistants
  - Has equipment, facilities
  - Has a continuing and recurring liability
  - Performs specific jobs for prices agreed-upon in advance
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
- Maintains an office
  - Business license
  - Business signs
  - Advertises services
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed:

<b>CONSULTANT:</b>	<b>DISTRICT:</b>
--------------------	------------------

Typed Name of consultant (same as page 1):

<b>Orange County Human Relations Council</b>	<b>Anaheim Union High School District</b>
--	---

Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

<b>Julie Vue/SIRP Programs Director</b>	<b>Dr. Jaron Fried</b>
---	------------------------

Authorized Signature:

Signature of Assistant Superintendent:

	
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Street Address:

Street Address:

<b>1801 E. Edinger Avenue Suite 115</b>	<b>501 N. Crescent Way, P.O. Box 3520</b>
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City, State, Zip Code

City, State, Zip Code

<b>Santa Ana, CA 92705</b>	<b>Anaheim, CA 92803-3520</b>
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Date:

Date:

<b>6/9/2020</b>	<b>7/17/20</b>
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Mark Appropriately:

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

Social Security Number\*

or

Federal Identification Number\*

	33-0438086
--	------------

\*Or, initial below:

	I have completed a new IRS Form <b>W-9</b> that will be submitted directly to AUHSD Accounting.
--	---

Telephone Number:


E-mail Address:

714-480-6589	julie@ochumanrelations.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:	June 10, 2020
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## Contract to Provide

### Alternative and Augmentative Communication Evaluation

Denise Mendoza, the educational rights holder of Genesis Chavez, requested that the Anaheim Union High School District fund an independent alternative and augmentative communication evaluation and has requested that the District contract with Ms. Cindy Cottier for the evaluation. The District has agreed to fund the evaluation pursuant to the Greater Anaheim SELPA IEE Policy and contract with Ms. Cottier to complete the evaluation under the following terms and conditions:

1. The District agrees to fund an augmentative and alternative communication evaluation to be conducted by Ms. Cindy Cottier at a total cost not to exceed two thousand dollars (\$2,000).
2. In exchange for the total amount not to exceed \$2,000, Ms. Cottier agrees to the following:
  - a. Perform an alternative and augmentative communication evaluation.
  - b. Create a written report.
  - c. Attend an IEP meeting to review the evaluation and findings.
3. In addition to completing the foregoing, Ms. Cottier agrees to the following:
  - a. Will consult and collaborate with District assessment personnel.
  - b. Provide the District the written report at least five (5) business days prior to any IEP meeting scheduled to review the evaluation.
  - c. Provide the District a copy of all protocols used in the evaluation. The protocols shall be provided with the written report.

- d. Will not use any subcontractor or other personnel to provide any portion of the work to be performed without first obtaining written approval by the District.
  - e. Will be acting as an independent contractor and will not be working directly for the District.
4. It is understood and agreed that any recommendation for services made following the evaluation and agreed to by the IEP team will not be implemented by Ms. Cottier.
5. This Agreement requires approval by the Board of Trustees of Anaheim Union High School District. Once executed by all Parties, this Agreement will be placed on the agenda for the next regularly scheduled Board of Trustees meeting.
6. Payment contained herein is contingent upon Board approval and submission of an original itemized invoice detailing the work completed and/or expenses incurred. The District agrees to pay the invoice within 45 days of receipt of all of the following: (1) an itemized invoice, (2) the written evaluation including protocols, and (3) this fully executed Agreement.
7. Indemnification and Hold Harmless:
  - a. To the fullest extent allowed by law, Ms. Cottier shall defend, indemnify and hold harmless the District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Ms. Cottier or her directors, officers, agents, employees, volunteers or guests arising from Ms. Cottier's duties and obligations described in this agreement or imposed by law.
  - b. To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless Ms. Cottier and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers or guests arising from the District's duties and obligations described in this agreement or imposed by law.
8. Parties shall cooperate in executing any documents and/or completing any actions necessary to implement this Agreement.
9. The Parties acknowledge that this Agreement is confidential and will not be shared except as required by law. The Parties agree to disclosure and admissibility of this Agreement for implementation and/or enforcement.

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

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

The Parties hereto have approved this Agreement.

Dated: 6/22/20

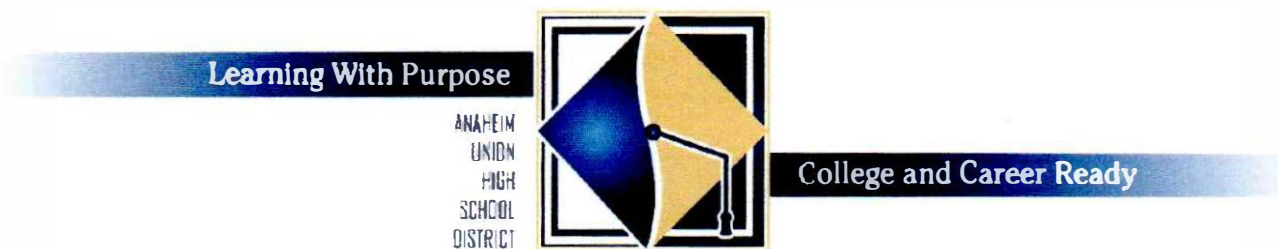
By: *Cindy Cottier*  
Cindy Cottier

Anaheim Union High School District

Dated: 7/17/20

By: \_\_\_\_\_  
Dr. Jaron Fried, Assistant Superintendent  
Education Division





### Contract to Provide

#### Independent Neuro-Educational/ERMHS Assessment

Denise Mendoza, the educational rights holder of Genesis Chavez, requested that the Anaheim Union High School District fund an independent neuro-educational assessment and has requested that the District contract with Dr. Veronica Olvera for the evaluation. The District agrees to fund the assessment provided by Dr. Veronica Olvera, Neuro-Educational Clinic, under the following conditions:

1. The District agrees to fund a neuro-educational assessment to be conducted by Dr. Veronica Olvera at a total cost not to exceed seven thousand five hundred dollars (\$7,500).
2. In exchange for the total amount not to exceed \$7,500, Dr. Olvera agrees to the following:
  - a. Perform neuro-educational/ERMHS assessment. Pursuant to the settlement agreement, the assessment is due no later than six months after school sites are open to students again following COVID-19 closures, at which time the District's obligation to fund the IEE will end.
  - b. Create a written report.
  - c. Attend an IEP meeting to review the assessment and findings.
3. In addition to completing the foregoing, Dr. Olvera agrees to the following:
  - a. Will consult and collaborate with District assessment personnel.
  - b. The IEE shall be completed no later than 6 months (not counting time when the District is not in session during summer break) after Student's school site is open to students again following COVID-19 closures, at which time the District's obligation to fund the IEE will end.

- c. Provide the District the written report at least five (5) business days prior to any IEP meeting scheduled to review the assessment.
  - d. Will not use any subcontractor or other personnel to provide any portion of the work to be performed without first obtaining written approval by the District.
  - e. Will be acting as an independent contractor and will not be working directly for the District.
4. It is understood and agreed that any recommendation for services made following the assessment and agreed to by the IEP team will not be implemented by Dr. Olvera.
5. This Agreement requires approval by the Board of Trustees of Anaheim Union High School District. Once executed by all Parties, this Agreement will be placed on the agenda for the next regularly scheduled Board of Trustees meeting.
6. Payment contained herein is contingent upon Board approval and submission of an original itemized invoice detailing the work completed and/or expenses incurred. The District agrees to pay the invoice within 45 days of receipt of all of the following: (1) an itemized invoice, (2) the written evaluation including all scores and graphs, and (3) this fully executed Agreement.
7. Indemnification and Hold Harmless:
  - a. To the fullest extent allowed by law, Dr. Olvera shall defend, indemnify and hold harmless the District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Dr. Olvera or her directors, officers, agents, employees, volunteers or guests arising from Dr. Olvera's duties and obligations described in this agreement or imposed by law.
  - b. To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless Dr. Olvera and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers or guests arising from the District's duties and obligations described in this agreement or imposed by law.
8. Parties shall cooperate in executing any documents and/or completing any actions necessary to implement this Agreement.

- 9. The Parties acknowledge that this Agreement is confidential and will not be shared except as required by law. The Parties agree to disclosure and admissibility of this Agreement for implementation and/or enforcement.
- 10. This Agreement may be signed in counterparts permitting signatures to appear on separate signature pages. A copy or original of this document with all signatures pages appended together shall be deemed a fully executed Agreement
- 11. This Agreement may be executed by fax signature such that a fax signature acts as an original.

The Parties hereto have approved this Agreement.

Dated: 6/29/2020

By: Dr. Veronica C. Olvera, Psy.D.  
Dr. Veronica Olvera  
Neuro-Educational Clinic

Anaheim Union High School District

Dated: 7/17/20

By: \_\_\_\_\_  
Dr. Jaron Fried, Assistant Superintendent  
Education Division

Learning With Purpose

ANAHEIM  
UNION  
HIGH  
SCHOOL  
DISTRICT



College and Career Ready

## Contract to Provide

### Independent Educational Evaluation

#### Psycho-Educational Transition Assessment

Galdina Gonzales parent and on behalf of Alberto Ruvalcaba Gonzales, an adult student, has requested that the Anaheim Union High School District fund an independent transition assessment and has requested that the District contract with Gwennyth Palafox, Ph.D. for the evaluation. The District has agreed to fund the evaluation pursuant to the Greater Anaheim SELPA IEE Policy and contract with Dr. Palafox to complete the evaluation under the following terms and conditions:

1. The District agrees to fund a transition assessment to be conducted by Dr. Gwennyth Palafox at a total cost not to exceed six thousand five hundred dollars (\$6,500).
2. In exchange for the total amount not to exceed \$6,500, Dr. Palafox agrees to the following:
  - a. Perform psycho-educational transition assessment.
  - b. Create a written report.
  - c. Attend an IEP meeting to review the evaluation and findings.
3. In addition to completing the foregoing, Dr. Palafox agrees to the following:
  - a. Will consult and collaborate with District assessment personnel.
  - b. Provide the District the written report at least five (5) business days prior to any IEP meeting scheduled to review the evaluation.
  - c. The IEE shall be completed no later than 6 months (not counting time when the District is not in session during summer break) after Student's school site is open

to students again following COVID-19 closures, at which time the District's obligation to fund the IEE will end.

- d. Provide the District a copy of all protocols used in the evaluation. The protocols shall be provided with the written report.
  - e. Will not use any subcontractor or other personnel to provide any portion of the work to be performed without first obtaining written approval by the District.
  - f. Will be acting as an independent contractor and will not be working directly for the District.
4. It is understood and agreed that any recommendation for services made following the assessment and agreed to by the IEP team will not be implemented by Dr. Palafox.
  5. This Agreement requires approval by the Board of Trustees of Anaheim Union High School District. Once executed by all Parties, this Agreement will be placed on the agenda for the next regularly scheduled Board of Trustees meeting.
  6. Payment contained herein is contingent upon Board approval and submission of an original itemized invoice detailing the work completed and/or expenses incurred. The District agrees to pay the invoice within 45 days of receipt of all of the following: (1) an itemized invoice, (2) the written evaluation including protocols, and (3) this fully executed Agreement.
  7. Indemnification and Hold Harmless:
    - a. To the fullest extent allowed by law, Dr. Palafox shall defend, indemnify and hold harmless the District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Dr. Palafox or her directors, officers, agents, employees, volunteers or guests arising from Dr. Palafox's duties and obligations described in this agreement or imposed by law.
    - b. To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless Dr. Palafox and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers or guests arising from the District's duties and obligations described in this agreement or imposed by law.

- 8. Parties shall cooperate in executing any documents and/or completing any actions necessary to implement this Agreement.
- 9. The Parties acknowledge that this Agreement is confidential and will not be shared except as required by law. The Parties agree to disclosure and admissibility of this Agreement for implementation and/or enforcement.
- 10. This Agreement may be signed in counterparts permitting signatures to appear on separate signature pages. A copy or original of this document with all signatures pages appended together shall be deemed a fully executed Agreement
- 11. This Agreement may be executed by fax signature such that a fax signature acts as an original.

The Parties hereto have approved this Agreement.

Dated: 6/24/20

By:   
Gwennyth Palafox, Ph.D.

Anaheim Union High School District

Dated: 7/17/20

By: \_\_\_\_\_  
Dr. Jaron Fried, Assistant Superintendent  
Education Division



### Contract to Provide

#### Psycho Educational Evaluation

Rosalba Juarez and Alfredo Ortega, the educational rights holder of Alfredo Ortega-Juarez, requested that the Anaheim Union High School District fund an independent alternative and psycho-educational evaluation and has requested that the District contract with Jan Casteel, Licensed Educational Psychologist for the evaluation. The District has agreed to fund the evaluation pursuant to the Greater Anaheim SELPA IEE Policy and contract with Jan Casteel to complete the evaluation under the following terms and conditions:

1. The District agrees to fund a psycho-educational evaluation to be conducted by Jan Casteel at a total cost not to exceed four thousand dollars (\$4,000).
2. In exchange for the total amount not to exceed \$4,000, Jan Casteel agrees to the following:
  - a. Perform a psycho-educational evaluation.
  - b. Create a written report.
  - c. Attend an IEP meeting to review the evaluation and findings.
3. In addition to completing the foregoing, Jan Casteel agrees to the following:
  - a. Will consult and collaborate with District assessment personnel.
  - b. The IEE is completed no later than 6 months (not counting time when the District is not in session during summer break) after Student's school site is open to students again following COVID-19 closures, at which time the District's obligation to fund the IEE will end.
  - c. Provide the District the written report at least five (5) business days prior to any IEP meeting scheduled to review the evaluation.

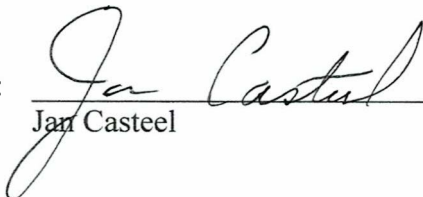
- d. Provide the District a copy of all protocols used in the evaluation. The protocols shall be provided with the written report.
  - e. Will not use any subcontractor or other personnel to provide any portion of the work to be performed without first obtaining written approval by the District.
  - f. Will be acting as an independent contractor and will not be working directly for the District.
4. It is understood and agreed that any recommendation for services made following the evaluation and agreed to by the IEP team will not be implemented by Jan Casteel.
  5. This Agreement requires approval by the Board of Trustees of Anaheim Union High School District. Once executed by all Parties, this Agreement will be placed on the agenda for the next regularly scheduled Board of Trustees meeting.
  6. Payment contained herein is contingent upon Board approval and submission of an original itemized invoice detailing the work completed and/or expenses incurred. The District agrees to pay the invoice within 45 days of receipt of all of the following: (1) an itemized invoice, (2) the written evaluation including protocols, and (3) this fully executed Agreement.
  7. Indemnification and Hold Harmless:
    - a. To the fullest extent allowed by law, Jan Casteel and South Coast Psychological & Educational Associates shall defend, indemnify and hold harmless the District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Jan Casteel or his directors, officers, agents, employees, volunteers or guests arising from Jan Casteel's duties and obligations described in this agreement or imposed by law.
    - b. To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless Jan Casteel and South Coast Psychological & Educational Associates and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers or guests arising from the District's duties and obligations described in this agreement or imposed by law.
  8. Parties shall cooperate in executing any documents and/or completing any actions necessary to implement this Agreement.



9. The Parties acknowledge that this Agreement is confidential and will not be shared except as required by law. The Parties agree to disclosure and admissibility of this Agreement for implementation and/or enforcement.
10. This Agreement may be signed in counterparts permitting signatures to appear on separate signature pages. A copy or original of this document with all signatures pages appended together shall be deemed a fully executed Agreement
11. This Agreement may be executed by fax signature such that a fax signature acts as an original.

The Parties hereto have approved this Agreement.

Dated: 6/24/20

By:   
Jan Casteel

Anaheim Union High School District

Dated: 7/17/20

By: \_\_\_\_\_  
Dr. Jaron Fried  
Assistant Superintendent, Ed. Division

**AMENDMENT NO. 1 TO THE MASTER CONTRACT 2019-2020  
BETWEEN ANAHEIM UNION HIGH SCHOOL DISTRICT AND  
\_\_\_\_\_ (insert name of NPS)**

THIS AMENDMENT NO. 1 to the Nonpublic, Nonsectarian School/Agency Services Master Contract 2019-2020 (“Master Contract”) is entered into by and between Anaheim Union High School District (hereinafter referred to as “District” or local educational agency “LEA”) and \_\_\_\_\_ (hereinafter referred to as “NPS” or “CONTRACTOR”) (“Amendment”). LEA and CONTRACTOR are collectively referred to herein as the “Parties”.

WHEREAS, LEA and CONTRACTOR have entered into a Master Contract dated July 1, 2019 for the purpose of providing special education and related services to LEA students with exceptional needs under the authorization of the California Education Code and California state laws; and

WHEREAS, on March 4, 2020, California Governor Newsom declared a State of Emergency as a result of the threat of the novel coronavirus/COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared the novel coronavirus/COVID-19 to be a pandemic; and

WHEREAS, on March 16, 2020, as a result of the COVID-19 pandemic and based on recommendations from the Orange County Health Care Agency, California Department of Public Health, and the Centers for Disease Control and Prevention, the District closed its schools; and

WHEREAS, California Governor Newsom issued Executive Order N-26-20 to provide ongoing state funding for school districts that initiate a school closure to address COVID-19 and continue delivering high-quality educational opportunities to students through distance learning; and

WHEREAS, state legislation, Senate Bill 117, states that it is the intent of the Legislature that a LEA receiving a hold harmless apportionment ensures that its’ employees and contractors are paid during a period of time a school is closed due to COVID-19, as reasonably anticipated if the school has not been closed due to COVID-19; and

WHEREAS, federal legislation, H.R. 748, also referred to as the CARES Act, provides funding to States through a federal Education Stabilization Fund that requires a school district, to the greatest extent practicable to continue to pay its contractors during the period of any closures related to coronavirus; and

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; and

WHEREAS, LEA students attending nonpublic schools must continue to receive special education and related services during school closures; and

WHEREAS, although the Master Contract provides for the LEA and/or NPS school closure due to an emergency in accordance with Education Code section 41422, the Parties disagree as to whether the provision contemplates or addresses the long term closure of the physical school buildings with continued academic instruction provided through distance learning as a result of a global health pandemic; and

WHEREAS, the Parties desire to amend the Master Contract to address CONTRACTOR's continued provision of special education and related services to LEA students through distance learning and CONTRACTOR's compensation for such services; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, LEA and CONTRACTOR agree as follows:

1. **RECITALS**. The Parties hereby incorporate the above-mentioned recitals as if fully restated in this Amendment.

2. **DEFINITIONS**. Capitalized terms not otherwise defined in this Amendment shall have the same meanings as set forth in the Master Contract.

3. **AMENDMENT TO MASTER CONTRACT**. The following provisions shall apply to amend the Master Contract:

a. **Distance Learning**

i. During the time period that physical school sites are closed, CONTRACTOR agrees to provide special education and related services to LEA students in accordance with their individualized education program ("IEP") and individual services agreement ("ISA") through distance learning, which means instruction in which the student and instructor are in different locations. Distance learning may include, but is not limited the use of computers and communication technology such as virtual/on-line platforms or video-conference as well as telephone, and work packets.

1. To the extent that a specific service or element of the IEP/ISA cannot be implemented through distance learning, CONTRACTOR shall communicate with LEA student's parent to determine how to proceed via distance learning and document such communications

in writing. LEA recognizes that distance learning plans will vary depending upon the unique needs of the student and the student's ability to adapt to distance learning.

2. CONTRACTOR agrees to utilize related services staff that provide behavior support, including 1:1 aides, to connect with and assist students and families, and to support the classroom teacher in preparing work packets. CONTRACTOR agrees to use transportation staff and equipment to facilitate Distance Learning, including but not limited to delivery/pick-up of instructional materials and equipment to LEA students.
3. Contractor agrees to follow guidance issued by state and federal agencies (e.g. California Department of Education and United States Department of Education) regarding distance learning and services to students with disabilities through distance learning as well as any applicable Executive Orders, state and federal laws/regulations addressing distance learning and/or services to students with disabilities.
  - ii. CONTRACTOR shall notify LEA in writing of each LEA student in need of an electronic device and/or internet connectivity so that LEA can ensure each LEA student has access to the technology needed to participate in distance learning. CONTRACTOR shall collaborate with LEA to ensure each LEA student has access to technology and the training necessary to access such technology for distance learning.
  - iii. CONTRACTOR agrees to provide LEA a detailed description of its distance learning plan to be implemented during the closure of the school site, as may be updated from time to time, including how special education and related services will be provided to each LEA student (e.g. via what modality, frequency/duration) as well as any related service that will not be provided through distance learning. In addition, CONTRACTOR agrees to provide LEA the following additional documentation for each LEA student, upon request:
    1. Baseline data and present levels of functioning as of the date of the NPS school closure based on the data collected up to that date.
    2. Detailed data sheets documenting each LEA student's progress on IEP goals via distance learning.
    3. Detailed service logs documenting date, time, duration of special education and related services provided or offered to LEA students via distance learning.

4. Detailed communication logs of communications between CONTRACTOR and LEA student parent during distance learning.
5. LEA student progress reports.
6. Other documentation as may be requested related to the implementation of a LEA student's IEP/ISA through distance learning.

This data is for the purposes of evaluating LEA student progress and LEA student needs and shall not be used in determining payments by LEA to CONTRACTOR.

- iv. CONTRACTOR shall continue to comply with the Family Educational Rights and Privacy Act ("FERPA") and protect the privacy of LEA students during distance learning.
- v. CONTRACTOR acknowledges and agrees that the special education and related services provided via distance learning during the period of the physical school closure due to COVID-19 are solely to address the COVID-19 emergency, and upon termination of the physical school closure, distance learning will be discontinued and each LEA student's IEP in effect before the COVID-19 school closure or developed during the COVID-19 school closure shall resume at the NPS school site.
- vi. CONTRACTOR shall resume providing special education and related services at CONTRACTOR'S school site(s), including transportation if specified in the IEP/ISA, to LEA students when CONTRACTOR reopens its school site(s). In the event CONTRACTOR is unable to reopen its school site(s) on the same date that LEA schools reopen, CONTRACTOR shall notify LEA in writing of the reasons why CONTRACTOR is unable to reopen its school site(s) and provide LEA an anticipated reopening date. CONTRACTOR shall make a good faith effort to reopen its school site(s) consistent with the LEA's reopening of schools.
- vii. CONTRACTOR acknowledges that once its NPS school site reopens and regular in-person instruction resumes, CONTRACTOR will need to review each LEA students' progress during distance learning and identify any LEA students who may be in need of make-up sessions for related services and/or academic instruction or some other form of additional supports to ensure LEA students continue to make progress on goals/objectives in accordance with their current IEP. CONTRACTOR agrees to provide such make-up sessions and/or additional supports to LEA students, at no additional cost to LEA if the make-up services can be provided during regular school hours utilizing existing staff during their regularly scheduled work hours. CONTRACTOR and LEA shall confer and agree to alternative payment

arrangements if the make-up services cannot be provided during regular student and staff hours. As used in this subsection the term “make-up services” is distinct from compensatory education ordered by the Office of Administrative Hearings/California Department of Education. Any payment for compensatory education shall be governed by the existing Master Contract. The Parties acknowledge the obligation to provide make-up services extends beyond the term of this Amendment.

**b. Payment for Services During Distance Learning**

- i. LEA agrees to pay CONTRACTOR the rates specified in Exhibit A of the Master Contract as follows:
  1. Daily Rate: As of March 16, 2020, the basic education program/special education instruction daily rate (“Daily Rate”) for each LEA student to whom CONTRACTOR provides or makes available via distance learning in accordance with Section 3(a) based on CONTRACTOR’s school calendar provided to LEA in accordance with Section 25 of the Master Contract.
  2. Related Services: For related services that CONTRACTOR provides or makes available to LEA students via distance learning in accordance with Section 3(a), except transportation, as specified in the ISA x 90%.
  3. Transportation: For transportation as specified in the ISA x 80%.
  4. Spring Break: Payment for the Daily Rate, related services and transportation set forth above shall not be made during the dates of CONTRACTOR’s designated Spring Break set forth on the school calendar provided to LEA in accordance with Section 25 of the Master Contract.

**c. Documentation of Alternative Funding Sources**

- i. If CONTRACTOR receives any funds from federal or state government providing relief due to COVID-19 (including but not limited to the Federal Payroll Protection Program or “PPP loan” and herein collectively referred to as “Relief Funds”) CONTRACTOR shall provide to LEA, upon request, a verified itemization of how the funds received from LEA and the Relief Funds were spent, by category (to include those portions used to pay employees, rents and other operating expenses). In accordance with the requirements of the PPP loan program, CONTRACTOR will repay to the Small Business Administration any PPP loan funds which were not required for payroll and other authorized operating expenses. In the event there is a dispute as to whether CONTRACTOR received funding from LEA and

Relief Funds to pay for the same expenditures, and CONTRACTOR is unable to provide the verified itemization satisfactory to LEA that the Relief Funds have been properly returned, or are being repaid, the Parties agree to meet in good faith to determine whether LEA is due any repayment.

- ii. CONTRACTOR shall provide LEA, upon request, with a verified list of all of its employees employed from July 1, 2019 through June 30, 2020.
- iii. CONTRACTOR shall certify in writing, upon request, that the funds it receives from LEA will be utilized to pay the regular salary of its employees providing special education and related services to LEA students and operating expenses related to LEA students. In order to ensure readiness to resume in-person educational services when CONTRACTOR's school site(s) reopen after the COVID-19 closure, CONTRACTOR shall not lay off any employees whose wages were funded by the LEA and who are expected to provide services to LEA students upon reopening.
- iv. 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, LEA reserves the right to seek reimbursement for all payments provided pursuant to this Amendment. This provision shall not be construed as any form of waiver or admission by CONTRACTOR that LEA would have any rights to reimbursement.
- v. The Parties acknowledge that the provisions in subsection 3(c)(i)(ii) and (iv) extend beyond the terms of the Amendment.

4. **COUNTERPARTS.** This Amendment may be signed and delivered in two or more counterparts, each of which, when so signed and delivered, shall be an original, and such counterparts together shall constitute the one instrument that is the Amendment. Electronic signatures and facsimile signatures shall be deemed for all intents and purposes as binding as original signatures.

5. **AUTHORIZED SIGNATURES.** The Parties hereto have executed this Amendment No. 1 to the Master Contract by and through their duly authorized agents or representatives. The individuals signing this Amendment represent and warrant that they are authorized to do so on behalf of their respective party.

6. **FULL FORCE OF MASTER CONTRACT.** Except as amended herein, all other terms and conditions of the Master Contract shall remain in full force and effect.

***CONTINUED ON NEXT PAGE***

7. **TERM OF AMENDMENT**. This Amendment terminates on June 30, 2020.

IN WITNESS THEREOF, the Parties hereto have approved and executed this Amendment on the dates indicated below:

\_\_\_\_\_  
**ANAHAIEM UNION HIGHSCHOOL DISTRICT**

***INSERT NPS***

By: \_\_\_\_\_  
*Dr. Jaron Fried, Assistant Superintendent  
Education Division*

By: \_\_\_\_\_  
*Name/Title*

Date: 7/17/20

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 July 17, 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 below.

## 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/](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, after which the MOU will require renewal by both parties for additional 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  
Education Division  
AUHSD  
501 N. Crescent Way Anaheim,  
CA 92801

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.

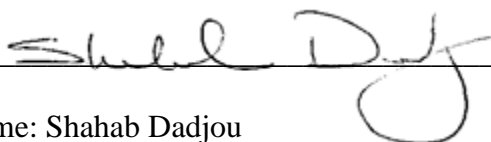
12.22 Non-Discrimination. The Parties agree to render the services contemplated herein without regard to race, age, sex, religion, creed, color, national origin or ancestry, physical handicap, medical condition, marital status, or sexual orientation of any patient. AUHSD and CHOC Children's shall comply with all applicable local, state and federal laws and regulations respecting nondiscrimination.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: 

Name: Shahab Dadjou  
Its: Senior V.P. Strategy and Integration,  
Chief Strategy Officer

By: \_\_\_\_\_

Name: Dr. Jaron Fried  
Its: Assistant Superintendent  
Education Divison

**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:

Dr. Jaron Fried  
Assistant Superintendent  
Education Division  
AUHSD  
501 N. Crescent Way  
Anaheim, CA 92801

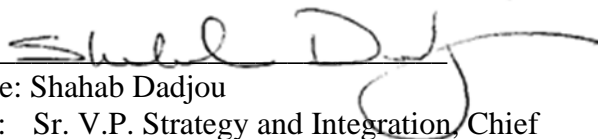
Copy to:

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: Dr. Jaron Fried  
Title: Assistant Superintendent, Education

**Instructional Materials Submitted for Adoption**  
**Thursday, July 16, 2020**  
**June 19, 2020-July 16, 2020**

<b>Curriculum</b>	<b>Basic/ Suppl.</b>	<b>Course Name (Number)</b>	<b>Grade</b>	<b>Title</b>	<b>Publisher</b>
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

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

**Instructional Materials Submitted for Display**  
**Thursday, July 16, 2020**  
**July 17, 2020-August 13, 2020**

<b>Curriculum</b>	<b>Basic/ Suppl.</b>	<b>Course Name (Number)</b>	<b>Grade</b>	<b>Title</b>	<b>Publisher</b>
Career Technical Education	Basic	Advanced Graphic Communications (#9392)	9-12	<i>Graphic Design Solutions</i>	Cengage
Dual Enrollment	Basic	College Writing Preparation (#TBD)	11-12	<i>Outliers: The Story of Success</i>	Little, Brown and Company
English	Suppl.	English 1 (#1510)	9	<i>Just Mercy</i>	Spiegel & Grau



## **Pupil Personnel Services Credential - School Psychology Intern Credential**

### **INTERNSHIP AGREEMENT:**

**By and Between**

**CHAPMAN UNIVERSITY AND**

**Anaheim Union High School District**

An Internship Credential authorizes the same service at the same level as the Clear Credential with some exceptions. The Internship Credential is only valid in one school district or consortium. Internship Credentials are issued by the California Commission on Teacher Credentialing. Applicants for an Internship Credential must satisfy all applicable requirements as established by the Commission.

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a District Supervisor who provides general support at the cooperating school(s). Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission on Teacher Credentialing if in its judgment an applicant is unable to complete renewal requirements because of illness or other circumstances judged to be extenuating and not within the control of the applicant.

The District will assign a District Supervisor to the intern to provide support throughout the year. The District Supervisor will serve as an on-site guide, who observes the intern, and provides substantive feedback. Selected other conditions and guidelines appear in Appendix A and C.

The District acknowledges that each intern under this Internship Agreement shall be a paid employee of the District and thus covered under the District's insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Chapman University while performing services for the District.

**Chapman University and Anaheim Union High School District** agree to all the conditions of this Internship Agreement as outlined above, to be effective on August 1, 2020 and continuing until September 1, 2025. This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

**CHAPMAN UNIVERSITY**

**DISTRICT REPRESENTATIVE**

\_\_\_\_\_  
Harold Hewitt  
Exec. Vice Pres. and Chief Oper.  
Officer

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources

\_\_\_\_\_  
Date

## APPENDIX A

### Conditions Established by State Law for Internship Programs

For initial and continuing accreditation by the Committee on Accreditation of the Commission on Teacher Credentialing, participating districts and universities must adhere to the following requirements of state law and all other applicable requirements:

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of postsecondary education. (Reference: California Education Code Section 44453).
- (2) **Supervision of Interns.** In an internship program, the participating district shall provide supervision of all interns. Salary payments for supervision of interns may be made out of district funds and may be met by reducing proportionately the salaries paid interns. Under this authorization no more than two interns may be supervised by one staff member and the normal district salary paid each intern may be reduced by as much as, but no more than, one-eighth to pay the salary of the supervisor. In no event may an intern be paid less than the minimum salary required to be paid by the state to a regularly certificated teacher. (Reference: California Education Code Section 44462). Institutions will describe the procedures used in assigning supervisors and where applicable, the system used to pay for supervision.
- (3) **Effectiveness of Intern.** The internship program shall meet the instructional or service needs of the district with the primary objective being to increase the effectiveness of the intern in the district. Both the district and the intern shall concur on the program plan. (Reference: California Education Code Section 44458).
- (4) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential involved. (Reference: California Education Code Sections 44321 and 44452).

### Specific Preconditions Established by the Commission for Internship Programs

For initial and continuing accreditation, participating districts and universities must adhere to the following requirements established by the Commission on Teacher Credentialing.

- (5) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (6) **Justification of Internship Program.** Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. Also, the local bargaining unit (teacher union) is encouraged to provide a written statement of support for the internship agreement, a sample of which appears as Appendix B.

**APPENDIX B**  
**Local Bargaining Unit**  
**Sample Letter**

***This must be on the Bargaining Unit Letter Head***

To Whom It May Concern:

On behalf of the \_\_\_\_\_ Education Association, I wish to express our support of the  
\_\_\_\_\_ School District in their efforts to secure an Internship Credential Agreement with  
Chapman University.

Sincerely,



## APPENDIX C

### Specific Supervision Requirements

#### School Psychology Fieldwork:

- A. Provide an average of 2 hours of individual or small group supervision per week from a school psychologist with at least three years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Data-Based Decision Making and Accountability
  - b. Consultation and collaboration.
  - c. Interventions and Instructional Support to Develop Academic Skills.
  - d. Interventions and Mental Health Services to Develop Social and Life Skills.
  - e. School-Wide Practices to Promote Learning.
  - f. Preventive and Responsive Services.
  - g. Family-School Collaboration Services.
  - h. Diversity in Development and Learning
  - i. Research and Program Evaluation.
  - j. Legal, Ethical, and Professional Practice.
- E. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years of experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- F. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- G. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- H. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- I. Audio and/or video taping of selected psychology activities by the student for purposes of supervision shall be conducted by the FIELDWORK SITE or UNIVERSITY provided that all parties to be recorded have separately consented to such taping.




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**COLLEGE OF EDUCATION  
LEARNING SITE AGREEMENT  
CSUSB-20-0153**

This *Learning Site Agreement* (“Agreement”) is entered into by and between the Trustees of the California State University (CSU) on behalf of California State University, San Bernardino (“University” or “CSUSB”) principally located at 5500 University Parkway, San Bernardino, CA 92407

and Anaheim Union High School District (Legal Entity Name)

located at 501 N. Crescent Way, Anaheim, CA. 92803

**BACKGROUND:** The University Procurement & Contracts Department is requested to execute a substantial number of Learning Site Agreements annually. This Learning Site Agreement is intended to streamline the process by authorizing campus departments to place students at sites where a standardized agreement, containing required general terms and conditions, is already executed and in force. Where neither party requires the standard contract language be modified by additions or deletions, students may be placed without further action from Procurement & Contracts. Program specific requirements not explicitly addressed in this agreement do not automatically necessitate the execution of a supplemental agreement. For example, implicit program administrative requirements, which do not affect the substantive rights of the parties, do not require an amendment or supplemental agreement. Only modifications, which materially change the rights or obligations of the parties, **or any revision to, or deviation from, the General Provisions**, require both parties authorized signatories to execute an amendment or supplemental agreement.

**PURPOSE:** University offers degree, certificate, or class specific programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. The term “University Program”, includes any college, school, academic or administrative department located at CSUSB or CSUSB-PDC (Palm Desert Campus), governed by the Trustees of the California State University which may offer programs involving practical experience outside the classroom. In order for specific University programs to place students with a Learning Site, a valid Learning Site Agreement must be in place. Execution of a Learning Site Agreement does not automatically grant University the right to place students with Learning Site at any time or place it desires, nor does it promise or ensure that students will be placed at Learning Site. Placement of students at a Learning Site is at the sole discretion of individual University programs so long as Learning Site is willing and able to accommodate students for the requested duration. Prior to any placement, both the specific University program and Learning Site must mutually agree in writing prior to placement, to the scope of the engagement and to any additional program specific requirements not specified herein.

**SCOPE:** This agreement is intended to cover *Service Learning, Internships, Fieldwork, Field Practicums, Supervised Field Placement, Practice Teaching*, and any substantially similar program where University places students with an outside entity as part of his or her educational requirements. Each University program is required to maintain program specific standards, tools and goals, which must be communicated with Learning Site prior to placement of students. These requirements may include, but not be limited to risk assessments and site vetting which may or may not include a site visit; and creation of a program specific Learning Plan. This agreement does not delineate any of these responsibilities. Individual programs are required to develop, maintain, and communicate, as necessary, any additional requirements to Learning Site. Specific program requirements may be incorporated into this agreement by reference as necessary, or from time to time by addendum, upon the request of University Program or Learning Site.

**In consideration of the mutual promises and conditions set forth below, the University and the Learning Site agree as follows:**

**I. RIGHTS AND OBLIGATIONS**

**A. Program Activities**

1. The Learning Site will provide the University’s student(s) with a student-focused learning experience in keeping with the student(s) and the University’s learning objectives and goals.
2. The Learning Site and the University will meet as necessary to facilitate a mutually beneficial experience for all parties involved, or at the request of any of the parties.

3. The University and the Learning Site shall mutually agree to maximum number of students assigned to the Learning Site at any one time for experience in any given semester prior to the student(s) arrival at the Learning Site.
4. The length of the time the student(s) will be assigned to the Learning Site shall be mutually agreed to prior to the student(s) arrival at the Learning Site.
5. The University will work closely with the Learning Site to meet the expectations and priorities of the Learning Site as well as the student(s) outcomes.

#### **B. Conflict Resolution and Discipline**

6. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
7. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.

#### **C. Learning Site's Responsibilities**

1. Identify the student's field instructor (supervisor or Resident Teacher) who satisfies the University requirements for this role. The field instructor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours (if required) and give feedback. Facility shall provide students with sufficient numbers and variety of procedural experiences to satisfy requirements for the fieldwork and/or practice teaching.
  - a. "Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the Learning Site, in the schools or classrooms in which practice teaching is provided.
2. The Learning Site shall provide, for those students in credentialing programs, the University student teaching experience through practice teaching in schools and classes of the Learning site. Such practice teaching shall be provided in such schools or classes of the Learning site under the direct supervision and instruction of such employees of the Learning Site, as both parties, through their duly authorized representative, agree upon.
  - a. An assignment of a student of the university to practice teaching of the Learning Site shall be, at the discretion of the University for approximately 16 weeks of student teaching.
3. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students will check-in and how the students will log their time.
4. Provide each student with a written description of the student's tasks and responsibilities.
5. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
6. Evaluate the quality of student performance in accordance with any program specific requirements mutually agreed to and provided by the University in advance of student(s) arrival.
7. Contact the University if the student fails to perform assigned tasks, engages in misconduct, or does not meet the Learning Site's expectations for any reason.
8. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.
9. Learning Site retains professional and administrative responsibility for all activity at Learning Site.

**D. University's Responsibilities**

1. The University will advise the student(s) of their responsibility to:
  - a. Participate in all training required by the Learning Site.
  - b. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
  - c. Complete all assigned tasks and responsibilities in a timely and efficient manner.
  - d. Abide by the Learning Site's rules and standards of conduct.
  - e. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
2. The University shall maintain fieldwork eligibility records of each candidate in practice teaching, school psychology, professional counseling, school counseling, and rehabilitation counseling fieldwork and administrative practice.
3. The University shall maintain eligibility records for each credential student candidate. This includes but is not limited to the Certificate of Clearance issued by the California Commission on Teacher Credentialing, proof of Tuberculosis clearance, all required test scores and proof of subject matter competency to verify eligibility for fieldwork experiences according to the requirements for each credential program.
4. The University will inform students in practice teaching that they are not (1) Learning Site employees for any purpose; (2) entitled to wages or employee benefits for the time spent at the Learning Site in practice teaching.
5. The University shall take all necessary steps to ensure that any student presented to the Learning Site for affiliation through this Agreement is currently enrolled at the University.

**E. Payment Schedule For Credential Program Resident Teachers/Mentors**

1. It has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;
2. The honorarium or payment provided herein is intended to be transmitted promptly by the District to the Resident Teacher/Mentor Teacher as compensation for and recognition of services performed for the student teacher in the Resident Teacher/Mentor Teacher's charge;
3. The State shall pay District for such services at the RATE AND AMOUNT of \$250.00 per student per semester, not to exceed a total payment of \$50,000.00 during the term of the agreement.

**II. GENERAL PROVISIONS**

**A. Term of Agreement** - The term of this Agreement shall begin when fully executed and shall continue for three (3) years from the date of the last signature. Unless otherwise prohibited by law, a new agreement shall automatically be sent to the District for consideration of renewal (if not terminated sooner in accordance with the termination provisions provided herein) for an additional three (3) year term under the same terms and conditions. Agreements subject to California Education Code Section 17596 shall not exceed five (5) years in total.

**BY CHECKING THE FOLLOWING BOX, LEARNING SITE MAY ELECT TO PROVIDE ADVANCE NOTICE OF TERMINATION. ACCORDINGLY, UPON COMPLETION OF THE INITIAL THREE (3) YEAR TERM THIS AGREEMENT WILL NOT AUTOMATICALLY RENEW**

**B. Termination** - Either Party may terminate this agreement with thirty (30) days advance written notice. If either Party terminates prior to the completion of an academic semester, all students enrolled at the time of notification must be allowed to continue their placement until the conclusion of the current academic semester.

**C. Relationship of Parties** – Learning Site (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.

**D. Indemnification**

1. University shall defend, indemnify and hold Learning Site, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.
2. Learning Site shall defend, indemnify and hold University, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Learning Site, its officers, agents, or employees.

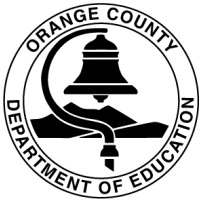
**E. Insurance**

1. Each Party shall, at its own cost and expense, maintain general liability insurance, comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate. If Learning Site offers medical or professional services, Learning Site shall also carry professional liability (or errors and omissions) coverage with the same minimum limits. Each Party shall maintain Workers' compensation insurance as required by law. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
2. The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.
3. The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.
4. Notwithstanding anything to the contrary in Subsection E.1, Learning Site may maintain a self-insurance program for all or any part of the foregoing liability risks, provided such self-insurance in all material respects complies with the requirements set forth herein.
  - a. If self-insured Learning Site, upon request, shall furnish University with a Certificate of Self-Insurance Coverage or other suitable document indicating that the self-funded retention levels maintained for each liability program meet or exceed the minimum insurance limits required under this agreement.
5. The General Liability coverage referred to hereunder by each Party shall include the respective Party as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the Parties, their officers, agents and/or employees.
6. University shall arrange for students to be covered by an insurance policy providing general and professional liability with limits of \$2,000,000 each occurrence and \$4,000,000 general aggregate under either the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP), or the Student Professional Liability Insurance Program (SPLIP)
  - a. Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP) provides general and professional liability coverage for students enrolled in service-learning course sections for which they receive academic credit. In essence, the program provides indemnity, including legal defense costs for students, faculty, campus and host institution (when required by contract/agreement), if there is a claim or lawsuit involving injury to others or damage to property in connection with service learning and other academic fieldwork experiences.
  - b. Student Professional Liability Insurance Program (SPLIP) provides general and professional liability coverage as

well as educator's errors & omissions liability coverage for students enrolled in nursing, allied health, social work or education credential programs of the CSU who also perform community service or volunteer work for academic credit.

- F. Status of Students** - Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of either the University or Learning Site, except when explicitly approved by the specific program. Students do not displace regular employees.
- G. Confidentiality of Student Information** – University student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- H. Health Testing** – If Learning Site requires a health history or testing (tuberculosis testing, current immunizations, flu shot, etc.) for students prior to placement, students shall provide proof of satisfactory health history directly to Learning Site.
- I. Background Check/Finger-Printing** - If Learning Site requires University's students to undergo a background check or fingerprinting prior to placement, University students shall coordinate the results directly with Learning Site.
- J. Governing Law** – This Agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law.
- K. Endorsement** - Nothing contained in this Agreement shall confer on any party the right to use the other party's name as an endorsement of a product or service, or to advertise, promote or market any product or service.
- L. Assignments** - This Agreement is not assignable in whole or in part by either Party.
- M. Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of Learning Site.
- N. Confidentiality of Medical Records (HIPAA)** – [Applicable to clinical/medical placements only] All of Learning Site's medical records and charts created in connection with Clinical Training shall be and shall remain the property of Learning Site. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), students shall be considered to be members of Learning Site's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103.
- In the course of Clinical Training at Learning Site, Students may have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Learning Site's HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to Learning Site's HIPAA Privacy and Security policies and procedures.
- The Parties agree that University is not a "business associate" of Learning Site under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of Learning Site. There will be no exchange of individually identifiable protected health information between University and Learning Site.
- O. Locations** – If Learning Site operates more than one location capable of accepting student interns, and unless otherwise prohibited by policy or law, all locations under Learning Site's management or control will be covered by the terms of this Agreement. As such, the terms of this agreement shall flow down to any agency, department, etc. under the jurisdiction of the executing body without execution of a separate agreement.
- P. Accrediting Body Essentials:** Both parties hereby agree to adhere to the essentials as set forth by appropriate accrediting bodies Accrediting bodies include, but are not limited to, the Commission on Teacher Credentialing (CTC) and the Council for Accreditation of Counseling and Related Programs CACREP).
- Q. Nondiscrimination** – Neither Party shall discriminate unlawfully against any student in placement or continuation in a fieldwork program, nor shall they discriminate unlawfully against any employee or applicant for employment.
- R. Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.





**Williams Settlement Legislation  
Quarterly Report of Uniform Complaints  
2019-20**

**District:** \_\_\_\_\_

**District Contact:** \_\_\_\_\_

**Title:** \_\_\_\_\_

- Quarter #1      July 1 – September 30, 2019      **Report due by October 25, 2019**
- Quarter #2      October 1 – December 31, 2019      **Report due by January 31, 2020**
- Quarter #3      January 1 – March 31, 2020      **Report due by April 24, 2020**
- Quarter #4      April 1 – June 30, 2020      **Report due by July 31, 2020**

**Check the box that applies:**

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Missassignments			
Facility Conditions			
<b>TOTALS</b>			

Name of Superintendent: \_\_\_\_\_

Signature of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

**Please submit to:**

Alicia Gonzalez, Sr. Administrative Assistant  
Orange County Department of Education  
200 Kalmus Drive, B-1009  
P.O. Box 9050, Costa Mesa, CA 92628-9050



**Human Resources Division, Certificated Personnel**

Board of Trustees  
July 16, 2020

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**1. Resignations/Retirements, effective as noted:**

Gray, Cristina	Retirement	5/22/20
Hudson, Esther	Resignation	5/22/20
Olea, David	Resignation	7/2/20
Surratt, Rodney	Resignation	5/22/20

**2. Employment:****A. Teacher(s)/Probationary:**

		<u>Column</u>	<u>Step</u>
Villagomez, Linda	01/17/20	2	1

**B. Teacher(s)/Temporary:**

		<u>Column</u>	<u>Step</u>
Aguirre, Arielle	08/10/20	4	6
Atkinson, Dorothy	08/10/20	3	4
Benavente Velasquez, Marlon	08/10/20	3	3
Birchfield, Gayle	08/10/20	2	8
Calderon, Martin	08/10/20	3	4
Drysol, Alexandra	08/10/20	2	2
Dyvig Finger, Abbigail	08/10/20	3	3
Esparza, Alexis	08/10/20	1	5
Farr, Emily	08/10/20	3	7
Fry, Caralyn	08/10/20	4	2
Garcia, Juan	08/10/20	3	2
Garfias, Destiny	08/10/20	3	3
Gomez, Leslie	08/10/20	2	2
Gonzalez, Oscar	08/10/20	1	2
Hacker, Shannon	08/10/20	3	2
Hernandez, Sarah	08/10/20	2	3
Hoang, Vy	08/10/20	4	8
Le, Alison	08/10/20	4	2
Lemus, Vashtty	08/10/20	2	2
Lingberg, Sarah	08/10/20	3	3
Lopezalegre, Otto	08/10/20	3	2
Martinez, Miguel	08/10/20	1	7
Mendivil, Jessica	08/10/20	1	2
Mousa, Lina	08/10/20	3	3
Orona, Brandi	08/10/20	3	6
Pak, Emily	08/10/20	3	4
Perez, Diana	08/10/20	2	2
Peters, Joanna	08/10/20	3	9
Pham, Tony	08/10/20	2	2
Ramirez, Eduardo	08/10/20	4	8
Ramirez, William	08/10/20	3	3
Rochin, Richard	08/10/20	4	2
Tenorio, Eric	08/10/20	4	3
Thomas, Kyle	08/10/20	1	3
Towle, Skyler	08/10/20	3	3
Traudt, Susan	08/10/20	4	8
White, Angelita	08/10/20	4	3
Yoon, Paul	08/10/20	3	2

**Human Resources Division, Certificated Personnel**

Board of Trustees  
July 16, 2020

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Zepeda, Sarah	08/10/20	1	8
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C. Social Worker(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Abramovitz, Jonathan	07/22/20	3	2
Da Silva, Darlene	07/22/20	3	2
Franco, Gabriel	07/22/20	3	2
Gaytan, Vanessa	07/22/20	3	2
Miguel, Nubia	07/22/20	3	2
Nguyen-Huynh, Monique	07/22/20	3	2
Sebastian, Maggie	07/22/20	3	2

D. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Cabiles, Caitlin Program Specialist/GASELPA	7/1/20	30	1
Calvo, Angela Assistant Principal, Junior High School	7/1/20	21	2
Chau, Aaron Assistant Principal, Senior High School	7/1/20	22	2
Durkin, Mary Jo Assistant Principal, Senior High School	7/1/20	22	2
Hendriksen, Kyle Assistant Principal, Senior High School	7/1/20	22	1
Hill-Bonales, Poppy Assistant Principal, Junior High School	7/1/20	21	3
Ku, Charles Assistant Principal, Junior High School	7/1/20	21	6
Pfeiffer, Sean Assistant Principal, Senior High School	7/1/20	22	6
Rubio, Israel Assistant Principal, Senior High School	7/1/20	22	6
Ruthenbeck, Lynn Assistant Principal, Senior High School	7/1/20	22	3

**3. Extra Service Compensation:**A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2019-20, effective as noted: (General Funds)

Maguire, Christina	4/6/20
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**Human Resources Division, Certificated Personnel**

Board of Trustees  
July 16, 2020

Page 3 of 4

- B. American Speech-Language-Hearing Association (ASHA) Certificate of Competence Stipend, to be paid to the following individual(s), in the amount of \$1,166, for an earned ASHA Certificate of Competence, effective as noted:

Edson, Emily      3/31/20

- C. Additional Salary, for additional hours worked on March 14, 2020, for Graphic Arts Additional Supervisory Services for support to Placentia Yorba Linda Unified School District (PYLUSD) during the pandemic. Each listed employee will be paid for 8 hours of service at their regular rate of pay. (LCFF Funds, reimbursed by PYLUSD)

Ericson, Timothy  
Minami, Brad

- D. Summer Program with Fullerton College Stipend, for the following individual(s) to develop curriculum and teach June 1, 2020 through June 11, 2020, to be paid \$1000. (Strong Workforce Grant Funds)

Bradford, Karina                      Loara  
Hatzis, Penny                          Savanna

- E. Summer Program Counseling Support, for the following individual(s) from May 26, 2020, through June 26, 2020, to be paid at the hourly rate of \$45.52. (Title IV Grant Funds)

Bradford, Karina  
Ponce, Cindy

- F. District Visual and Performing Arts (VAPA) Director Stipend and Additional Work Days, for the 2020-21 school year, for the following District VAPA Director, with a \$7,683 stipend plus 15 additional days, at his per diem rate of pay. (LCFF Funds)

Belski, Brian                              District VAPA Director

- G. JROTC/NJROTC Department Leadership Stipend, for the following individuals, for the 2020-21 school year, in the amount of \$1,727, to be paid half at the end of each semester: (General Funds)

Knight, John	Anaheim High School
McCall, Erik	Katella High School
McMahan, Kevin	Magnolia High School
Pearce, Jerry	Western High School
Rundblade, Rodney	Loara High School

- H. JROTC/NJROTC Drill Team Stipend, for the following individuals, for the 2020-21 school year, in the amount of \$2,302, to be paid half at the end of each semester: (General Funds)

Bryson, Johnny	Kennedy High School
Gastelum, Daniel	Western High School
Granville, Clevester	Katella High School
Miles, Noel	Magnolia High School
Muñoz, Jesus	Loara High School

**Human Resources Division, Certificated Personnel**

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Truby, Richard

Anaheim High School

**4. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:**

	<u>From</u>	<u>To</u>	<u>Effective</u>
Carrillo, Julie	1 1	2 4	8/10/20
Phillips, Imelda	21 3	4 10	8/10/20
Winterton, Tanya	1 5	3 6	8/10/20

**5. Extra Service Assignments, employment effective as noted:**

**Classified:**

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Oxford</u> Comerford, Allan Volleyball *REVISED	\$3,818*	Season	2/3/20
Spradlin, Wendy Swimming	\$3,818	Season	2/1/21

**Human Resources Division, Classified Personnel**

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**1. Retirements/Resignations/Terminations, effective as noted:**

	<b><u>Location:</u></b>	<b><u>Effective</u></b>
Burbage, Elisa Food Service Assistant II	Walker Jr. High School	05/21/2020
Burleson, James Athletic Facilities Worker II	Magnolia High School	06/22/2020
Vasquez, Melia Instructional Assistant – Adult Transition	Magnolia High School	05/21/2020
Ybarra, Jason Campus Safety Aide	Loara High School	05/21/2020

**2. Stipends**

Maldonado-Rangel, Yuriko Family and Community Engagement Specialist Disciplina Positiva Stipend	\$1500.00	03/10/2020
Perez, Kenny Family and Community Engagement Specialist Disciplina Positiva Stipend	\$1500.00	03/10/2020

**ADDENDUM TO AGREEMENT FOR EMPLOYMENT OF SUPERINTENDENT  
BETWEEN THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
MICHAEL MATSUDA**

WHEREAS, on May 7, 2019, the Board of Trustees (Board) of the Anaheim Union High School District (District) approved an agreement for employment of superintendent (Employment Agreement) to employ Michael Matsuda as Superintendent of the District for a period commencing July 1, 2019 and ending June 30, 2023; and

WHEREAS, the Board desires to extend the period of employment of Michael Matsuda by one year subject to the terms and conditions set forth in the Employment Agreement; and

WHEREAS, the parties desire to equalize and standardize the vacation usage benefits of management employees in the District.

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein and in the Employment Agreement, the parties hereto agree as follows:

1. The Term set forth in Section 2 of the Employment Agreement shall be extended by one year, ending June 30, 2024.
2. The number of accrued unused vacation days that may be carried forward from one fiscal year to the next in Section 10.a of the Employment Agreement shall be increased to twenty-nine (29) days. The remainder of Section 10.a shall remain unchanged.
3. All other terms and conditions of the Employment Agreement shall remain unchanged and in full force and effect.

Approved by the Board of Trustees of the Anaheim Union High School District at its Regular Meeting held on June 18, 2020.

**Approval:**

By:   
Annemarie Randle-Trejo (Jun 23, 2020 19:13 PDT)  
Annemarie Randle-Trejo  
President, Board of Trustees

06/23/2020  
Date

**Acceptance:**

I hereby accept this addendum to the agreement for employment of superintendent dated May 7, 2019 and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Superintendent of the Anaheim Union High School District.

By:   
Michael Matsuda (Jun 29, 2020 20:43 PDT)  
Michael Matsuda

6/29/2020  
Date

**ADDENDUM TO EMPLOYMENT AGREEMENT  
BETWEEN THE GOVERNING BOARD OF  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
JARON FRIED, Ed.D.**

WHEREAS, on May 7, 2019, the Board of Trustees (Board) of the Anaheim Union High School District (District) approved an employment agreement (Employment Agreement) to employ Jaron Fried, Ed.D. as the Assistant Superintendent, Education of the District for a period commencing July 1, 2019 and ending June 30, 2023; and

WHEREAS, the Board desires to extend the period of employment of Jaron Fried, Ed.D. by one year subject to the terms and conditions set forth in the Employment Agreement; and

WHEREAS, the parties desire to equalize and standardize the vacation usage benefits of management employees in the District.

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein and in the Employment Agreement, the parties hereto agree as follows:

1. The Term set forth in Section 2 of the Employment Agreement shall be extended by one year, ending June 30, 2024.

2. The number of accrued unused vacation days that may be carried forward from one fiscal year to the next in Section 5.b of the Employment Agreement shall be increased to twenty-nine (29) days. The remainder of Section 5.b shall remain unchanged.

3. All other terms and conditions of the Employment Agreement shall remain unchanged and in full force and effect.

Approved by the Board of Trustees of the Anaheim Union High School District at its Regular Meeting held on June 18, 2020.

**Approval:**


By:   
Annemarie Randle-Trejo (Jun 23, 2020 19:09 PDT)  
Annemarie Randle-Trejo  
President, Board of Trustees

06/23/2020  
Date



**Acceptance:**

I hereby accept this addendum to the employment agreement dated May 7, 2019 and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Education of the Anaheim Union High School District.

By:   
Jaron Fried (Jun 23, 2020 14:25 PDT)  
Jaron Fried, Ed.D.

06/23/2020  
Date

**ADDENDUM TO EMPLOYMENT AGREEMENT  
BETWEEN THE GOVERNING BOARD OF  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
BRAD JACKSON**

WHEREAS, on May 7, 2019, the Board of Trustees (Board) of the Anaheim Union High School District (District) approved an employment agreement (Employment Agreement) to employ Brad Jackson as the Assistant Superintendent, Human Resources of the District for a period commencing July 1, 2019 and ending June 30, 2023; and

WHEREAS, the Board desires to extend the period of employment of Brad Jackson by one year subject to the terms and conditions set forth in the Employment Agreement; and

WHEREAS, the parties desire to equalize and standardize the vacation usage benefits of management employees in the District.

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein and in the Employment Agreement, the parties hereto agree as follows:

1. The Term set forth in Section 2 of the Employment Agreement shall be extended by one year, ending June 30, 2024.

2. The number of accrued unused vacation days that may be carried forward from one fiscal year to the next in Section 5.b of the Employment Agreement shall be increased to twenty-nine (29) days. The remainder of Section 5.b shall remain unchanged.

3. All other terms and conditions of the Employment Agreement shall remain unchanged and in full force and effect.

Approved by the Board of Trustees of the Anaheim Union High School District at its Regular Meeting held on June 18, 2020.

**Approval:**


By:   
Annemarie Randle-Trejo (Jun 23, 2020 19:13 PDT)  
Annemarie Randle-Trejo  
President, Board of Trustees

06/23/2020

Date

**Acceptance:**

I hereby accept this addendum to the employment agreement dated May 7, 2019 and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Human Resources of the Anaheim Union High School District.

By:   
Brad Jackson (Jun 24, 2020 11:08 PDT)  
Brad Jackson

6/24/2020  
Date

**ADDENDUM TO EMPLOYMENT AGREEMENT  
BETWEEN THE GOVERNING BOARD OF  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
JENNIFER ROOT, Ed.D.**

WHEREAS, on May 7, 2019, the Board of Trustees (Board) of the Anaheim Union High School District (District) approved an employment agreement (Employment Agreement) to employ Jennifer Root, Ed.D. as the Assistant Superintendent, Business of the District for a period commencing July 1, 2019 and ending June 30, 2023; and

WHEREAS, the Board desires to extend the period of employment of Jennifer Root, Ed.D. by one year subject to the terms and conditions set forth in the Employment Agreement; and

WHEREAS, the parties desire to equalize and standardize the vacation usage benefits of management employees in the District.

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein and in the Employment Agreement, the parties hereto agree as follows:

1. The Term set forth in Section 2 of the Employment Agreement shall be extended by one year, ending June 30, 2024.
2. The number of accrued unused vacation days that may be carried forward from one fiscal year to the next in Section 5.b of the Employment Agreement shall be increased to twenty-nine (29) days. The remainder of Section 5.b shall remain unchanged.
3. All other terms and conditions of the Employment Agreement shall remain unchanged and in full force and effect.

Approved by the Board of Trustees of the Anaheim Union High School District at its Regular Meeting held on June 18, 2020.

**Approval:**

By:   
Annemarie Randle-Trejo (Jun 23, 2020 19:12 PDT)  
 Annemarie Randle-Trejo  
 President, Board of Trustees

06/23/2020

Date

**Acceptance:**

I hereby accept this addendum to the employment agreement dated May 7, 2019 and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Business of the Anaheim Union High School District.

By: Jennifer Root  
Jennifer Root (Jun 23, 2020 17:04 PDT)  
Jennifer Root, Ed.D.

June 23, 2020  
Date

**ADDENDUM TO EMPLOYMENT AGREEMENT  
BETWEEN THE GOVERNING BOARD OF  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
MANUEL COLÓN**

WHEREAS, on May 7, 2019, the Board of Trustees (Board) of the Anaheim Union High School District (District) approved an employment agreement (Employment Agreement) to employ Manuel Colón as the Chief Academic Officer of the District for a period commencing July 1, 2019 and ending June 30, 2023; and

WHEREAS, the Board desires to extend the period of employment of Manuel Colón by one year subject to the terms and conditions set forth in the Employment Agreement; and

WHEREAS, the parties desire to equalize and standardize the vacation usage benefits of management employees in the District.

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein and in the Employment Agreement, the parties hereto agree as follows:

1. The Term set forth in Section 2 of the Employment Agreement shall be extended by one year, ending June 30, 2024.

2. The number of accrued unused vacation days that may be carried forward from one fiscal year to the next in Section 5.b of the Employment Agreement shall be increased to twenty-nine (29) days. The remainder of Section 5.b shall remain unchanged.

3. All other terms and conditions of the Employment Agreement shall remain unchanged and in full force and effect.

Approved by the Board of Trustees of the Anaheim Union High School District at its Regular Meeting held on June 18, 2020.

**Approval:**


By:   
[Annemarie Randle-Trejo \(Jun 23, 2020 19:14 PDT\)](#)  
Annemarie Randle-Trejo  
President, Board of Trustees

06/23/2020

Date

**Acceptance:**

I hereby accept this addendum to the employment agreement dated May 7, 2019 and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Chief Academic Officer of the Anaheim Union High School District.

By:   
Manuel Colón (Jun 26, 2020 16:44 PDT)  
Manuel Colón

06/26/2020  
Date

**ADDENDUM TO EMPLOYMENT AGREEMENT  
BETWEEN THE GOVERNING BOARD OF  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
KARL H. WIDELL**

WHEREAS, on May 7, 2019, the Board of Trustees (Board) of the Anaheim Union High School District (District) approved an employment agreement (Employment Agreement) to employ Karl H. Widell as Counsel of the District for a period commencing July 1, 2019 and ending June 30, 2023; and

WHEREAS, the Board desires to extend the period of employment of Karl H. Widell by one year subject to the terms and conditions set forth in the Employment Agreement; and

WHEREAS, the parties desire to equalize and standardize the vacation usage benefits of management employees in the District.

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein and in the Employment Agreement, the parties hereto agree as follows:

1. The Term set forth in Section 2 of the Employment Agreement shall be extended by one year, ending June 30, 2024.
2. The number of accrued unused vacation days that may be carried forward from one fiscal year to the next in Section 5.b of the Employment Agreement shall be increased to twenty-nine (29) days. The remainder of Section 5.b shall remain unchanged.
3. All other terms and conditions of the Employment Agreement shall remain unchanged and in full force and effect.

Approved by the Board of Trustees of the Anaheim Union High School District at its Regular Meeting held on June 18, 2020.

**Approval:**

By:   
Annemarie Randle-Trejo (Jun 26, 2020 15:23 PDT)  
Annemarie Randle-Trejo  
President, Board of Trustees

06/26/2020  
Date



