

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

NOTICE OF REGULAR MEETING

Date: May 4, 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 7th day of May 2020

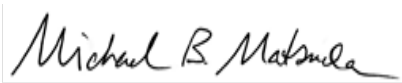
Members of the public may observe the meeting by livestream on the District's
YouTube channel at <https://bit.ly/2KEiCDA>.

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

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

Closed Session—8:15 a.m.

Regular Meeting-10:00 a.m.



Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Agenda
Thursday, May 7, 2020
Closed Session—8:15 a.m.
Regular Meeting—10:00 a.m.

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

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

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

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

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

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

Meetings are recorded for use in the official minutes.

1. **CALL TO ORDER—ROLL CALL** **ACTION ITEM**
2. **ADOPTION OF AGENDA** **ACTION ITEM**
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)(1): Conference with legal counsel, existing litigation (OAH Case No. 2020010884).
- 4.3 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2020040010).
- 4.4 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2020040099).
- 4.5 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).
- 4.6 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.
- 4.7 To consider matters pursuant to Education Code 54957: Public employee discipline/dismissal/release HR-2019-20-26, HR-2019-20-27, HR-2019-20-28, HR-2019-20-29, HR-2019-20-30, HR-2019-20-31, HR-2019-20-32, HR-2019-20-33, HR-2019-20-34, HR-2019-20-35, HR-2019-20-36, HR-2019-20-37, HR-2019-20-38, HR-2019-20-39, HR-2019-20-40, HR-2019-20-41, HR-2019-20-42, HR-2019-20-43, HR-2019-20-44, HR-2019-20-45, HR-2019-20-46, HR-2019-20-47, HR-2019-20-48, HR-2019-20-49, HR-2019-20-50, HR-2019-20-51, HR-2019-20-52, HR-2019-20-53, HR-2019-20-54, HR-2019-20-55, HR-2019-20-56, HR-2019-20-57, HR-2019-20-58, HR-2019-20-59, HR-2019-20-60, HR-2019-20-61, HR-2019-20-62, HR-2019-20-63, HR-2019-20-64, HR-2019-20-65, HR-2019-20-66, HR-2019-20-67, HR-2019-20-68, HR-2019-20-69, HR-2019-20-70, HR-2019-20-71, HR-2019-20-72, HR-2019-20-73, HR-2019-20-74, HR-2019-20-75, HR-2019-20-76, HR-2019-20-77, HR-2019-20-78, HR-2019-20-79, HR-2019-20-80, HR-2019-20-81, HR-2019-20-82, HR-2019-20-83, HR-2019-20-84, HR-2019-20-85, HR-2019-20-86, HR-2019-20-87, HR-2019-20-88, HR-2019-20-89, HR-2019-20-90, HR-2019-20-91, HR-2019-20-92, HR-2019-20-93, HR-2019-20-94, HR-2019-20-95, HR-2019-20-96, and HR-2019-20-97 for the 2020-21 year.
- 4.8 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2019-20-23. **[CONFIDENTIAL]**
- 4.9 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment–principal(s) and 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**

Student Representative to the Board of Trustees Lara Elkatat 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. Thank you for your participation and contribution as we create an educational environment that graduates socially aware, civic-minded students who are college and career ready with unlimited opportunities for the 21st century.

7. **BOARD OF TRUSTEES' RECOGNITIONS**

INFORMATION ITEM

7.1 **Student Representative to the Board of Trustees**

The Board of Trustees will honor Lara Elkatat for her service as student representative to the Board during the 2019-20 year.

7.2 **2019-20 AUHSD Student Ambassadors**

The Board of Trustees will honor the District's student ambassadors for their service during the 2019-20 year. The ambassadors serve as official spokespersons for all of the District's students at special ceremonies, events, and functions. The student leaders are also deeply embedded in the District's governance structure and actively provide the "student voice" wherever possible. The following students will be recognized for this important contribution to the District.

Hazel Fernandez	Anaheim High School
Jessica Costescu	Cypress High School
Haven Enriquez	Katella High School
Tiffany Nguyen	Kennedy High School
Quynh Tran	Loara High School
Sanaa Abdulkarim	Magnolia High School
Brianna Ong	Oxford Academy
Jack Fennell	Savanna High School
Bria Fielder	Western High School

7.3 **Culinary Arts Programs**

The Board of Trustees will recognize the culinary arts students and teachers from Cypress, Katella, Kennedy, Savanna, and Western high schools. Throughout the 2019-20 year, the culinary arts students prepared and served delicious dinners for the Board of Trustees prior to each Board of Trustees' meeting. The following teachers and students will be recognized for their culinary arts talents.

Cypress High School

Eleni Karapoulos, Teacher
Ryan Ngo

Katella High School

Stacey Izabal, Teacher
Diego Frias

Kennedy High School

Sarah Zepeda, Teacher
Mirie Huye

Cole Saldana
Ethan Walter

Victor Hernandez-Navarro
Elaine Luna
Nicandro Ortiz

Rei Park
Kody Spencer
Karina Vazquez

Savanna High School
Bob Moonswani, Teacher
Jayla Combard
Edgar Jimenez

Western High School
Cory Mead, Teacher
Erick Anaya
Yadira Gonzalez
Patrick Isidro

7.4 **Anaheim Union High School District Teachers of the Year**

The Board of Trustees will recognize teachers of the year, Yamila Castro, Jennifer Gascon Jewell, and Lisa Shandy, who were among the 19 teachers identified as the Anaheim Union High School District's Teachers of the Year for 2019-20. They have been selected to represent the District in the Orange County Teachers of the Year Program. **[EXHIBIT A]**

8. **REPORTS**

INFORMATION ITEM

8.1 **Student Representative's Report**

Lara Elkatat, student representative to the Board of Trustees, will report on student activities throughout the District.

8.2 **Report of Associations**

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

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

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

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

INFORMATION ITEM

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

10. **PRESENTATION**

INFORMATION ITEM

Update, 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.

11. **ITEMS OF BUSINESS**

RESOLUTIONS

11.1 **Resolution No. 2019/20-B-17, Federal Emergency Management Agency (FEMA) Request for Public Assistance (Roll Call Vote)** **ACTION ITEM**

Background Information:

On March 22, 2020, President Donald Trump approved the Major Disaster Declaration FEMA-4482-DR, California Disaster Declaration (DR-4482) for the California COVID-19 Pandemic. The approval of the DR-4482 authorizes the Federal Emergency Management Agency (FEMA) Public Assistance to process reimbursement for emergency protective measures related to COVID-19.

Although it is impossible to determine if, when, and how much may be received for reimbursement, FEMA may provide assistance for emergency protective measures including, but not limited to, the following.

- Management, control, and reduction of immediate threats to public health and safety
 - Training specific to the declared event
 - Disinfection of eligible public facilities
- Broad reimbursement categories attributable to LEAs include
 - Purchase and distribution of food, water, ice, medicine, and other consumable supplies to include personal protective equipment and hazardous material suits
 - Movement of supplies and persons
 - Security and law enforcement
 - Communications to the public of general health and safety information
 - Reimbursement for state, tribe, territory, and/or local government force account overtime costs

Current Consideration:

To be eligible for reimbursement, AUHSD must submit a request for public assistance (RPA) through the California Office of Emergency Services (Cal OES) Grants Portal account. The RPA must be submitted no up to thirty days after the incident period for the disaster event closes. In order to submit the RPA, the Board of Trustees must approve the resolution and form Cal OES 130.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution 2019-20-B-17, by a roll call vote. [EXHIBIT B]

- 11.2 **Resolution No. 2019/20-HR-05, Classified School Employee Week, May 17-23, 2020** ***(Roll Call Vote)*** ***ACTION ITEM***

Background Information:

Since 1986, California has taken the third week in May to honor the invaluable contributions of classified school employees. From the time students board a school bus to the time they head home at the end of the day, every aspect of their educational experience is impacted by a classified school employee.

The Board of Trustees recognizes that classified school employees play crucial roles in education. From transporting and feeding students to teaching them vital skills and ensuring that schools are operating smoothly, classified employees are integral to the District and public education.

Current Consideration:

Resolution No. 2019/20-HR-05 declares May 17, 2020, through May 23, 2020, Classified School Employee Week. Classified employees will be recognized for their valuable services to the schools and students of the Anaheim Union High School District.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-HR-05, by a roll call vote. [EXHIBIT C]

- 11.3 **Resolution No. 2019/20-BOT-04, Renaming Polaris High School, Virtual Instruction** ***(Roll Call Vote)*** ***ACTION ITEM***

Background Information:

Polaris High School (CDS Code 30 66431 3030384) is an alternative school of choice in the Anaheim Union High School District, providing independent study to students in grades 7 through 12. Polaris High School currently does not offer a program of virtual instruction.

Current Consideration:

The District offers independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study offers a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. In order to enhance and strengthen the District's independent study options and to meet the changing needs of students, parents, and the community, it is recommended that the District provide a program of virtual instruction as part of

independent study though its alternative school of choice. As part of this shift, it is recommended that the Board of Trustees change the name of Polaris High School to "Cambridge Virtual Academy at Polaris" effective July 1, 2020, and authorize the development of a primarily virtual program of instruction focused on engaging students in academic content fostering the 5Cs: collaboration, communication, critical thinking, creativity, and character/compassion, which contribute to a student's resilience, emotional intelligence, and career and life skills.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-BOT-04, by a roll call vote. **[EXHIBIT D]**

11.4 **Resolution No. 2019/20-BOT-05, Temporary Grading System** **ACTION ITEM**
(Roll Call Vote)

Background Information:

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 the novel coronavirus, also known as COVID-19. In response to these circumstances, the Board of Trustees unanimously approved Resolution No. 2019/20-BOT-03, which, among other things, supports equity-based grading for all students for the period of school dismissal and while Districtwide distance learning is in effect.

Current Consideration:

The regular grading system for pupil performance in the Anaheim Union High School District is set forth in Board of Trustees Policy 71101.02. Distance learning is underway, and the entire AUHSD community has come together to meet the unprecedented challenge presented by COVID-19 and the measures necessary to halt its progression, yet those measures also present practical impacts upon the normal progression of learning, including regular grading. To mitigate against those impacts and to provide equity and focus on learning, this resolution suspends the regular grading system and adopts the "hold harmless" policy promulgated by the Educational Services Division, with support of the Anaheim Secondary Teachers Association, for the period of school dismissal and while Districtwide distance learning is in effect.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-BOT-05, by a roll call vote. **[EXHIBIT E]**

BUSINESS SERVICES

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

Background Information:

The District received a liability claim that was filed on March 30, 2020, and identified as AUHSD 20-06 (No Tort Form).

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 20-06 (No Tort Form) as not a proper charge against the District, and authorize staff to send the notice of rejection.

11.6 **Appointment, Citizens' Oversight Committee Members**
(Roll Call Vote)

ACTION ITEM

Background Information:

Pursuant to Education Code, Chapter 1.5, Strict Accountability in Local School Construction Bonds Act of 2000, a school district is required to establish a Citizens' Oversight Committee (COC) upon the passing of a local school construction bond. The Committee's duties include informing the public concerning the District's expenditure of the bond proceeds, reviewing the expenditure reports produced by the District, and presenting to the Board of Trustees an annual report focused on bond expenditure compliance.

Since the passing of Measure H in 2014, and in accordance with Education Code Section 15282(a), the Board of Trustees has established a COC consisting of at least seven members serving up to three consecutive two-year terms. The committee must include:

- One member who is active in a business organization representing the business community;
- A member active in a senior citizens' organization;
- One member from a bonafide taxpayer association;
- One member shall be a parent or guardian of a student enrolled in the District;
- One parent or guardian of a student in the District who is also active in a parent-teacher organization.

Current Consideration:

In April of this year, the Board of Trustees accepted the resignation of two COC members who represented a bonafide taxpayer association, and a senior citizens' organization. A new prospective member representing a senior citizens' organization has applied to serve on the COC, and has been vetted to meet the requirements for appointment. A prospective member is required to be appointed by the Board of Trustees.

The new member being recommended to fill one of the vacant positions is:

- Blanca Jauregui, member active in a senior citizens' organization

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees appoint the new COC member for a first two-year term.

11.7 **Board Policy, First Reading, Multiple Policies**

INFORMATION ITEM

Background Information:

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

Current Consideration:

The Business Division has submitted the following policies for review:

11.7.1 Revised Board Policy 5403 (3551), Food Service Operations **[EXHIBIT F]**

11.7.2 Revised Board Policy 5405 (5030), Student Wellness **[EXHIBIT G]**

11.7.3 New Board Policy 4502 (3110), Transfer of Funds **[EXHIBIT H]**

11.7.4 Revised Board Policy 41006.05 (3314.2), Revolving Funds **[EXHIBIT I]**

11.7.5 Revised Board Policy 4505 (3430), Investing **[EXHIBIT J]**

11.7.6 Revised Board Policy 6317.20 (3513.4), Drug and Alcohol Free Schools **[EXHIBIT K]**

11.7.7 Revised Board Policy 6317.09 (3600), Consultants **[EXHIBIT L]**

11.7.8 New Board Policy 5303 (3510), Green School Operations **[EXHIBIT M]**

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

EDUCATIONAL SERVICES

11.8 **Agreement, Herff Jones, LLC, Virtual Graduation**
(Roll Call Vote)

ACTION ITEM

Background Information:

To help schools preserve their graduation tradition and provide seniors the recognition they deserve, Anaheim Union High School District will partner with Herff Jones, LLC to provide a virtual commencement for the Class of 2020. This virtual ceremony will honor our graduates, including commencement speeches, which will be streamed on various social media platforms. The District remains open to an in-person graduation at a later date.

Current Consideration:

The virtual graduation will be provided at a cost of \$12 per student and will be streamed on May 30, 2020, for all high school sites.

Budget Implication:

The total cost for these services is not to exceed \$60,000.

Staff Recommendation:

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

- 11.9 **Scholarships for AIME Programs: Spring Internship, AUHSD** **ACTION ITEM**
Film Academy, Kindset Program
(Roll Call Vote)

Background Information:

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

Current Consideration:

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

AIME Spring Internship: Not to exceed 54 students at \$599 each for a total of \$32,346
AUHSD Film Academy: Not to exceed 23 students at \$299 each for a total of \$6,877
Kindset Program: Not to Exceed 20 students at \$299 each for a total of \$5,980

Budget Implication:

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

Staff Recommendation:

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

- 11.10 **Revised Board Policy 7807 (6158); 7807-R (AR 6158),** **INFORMATION ITEM**
Independent Study, First Reading and Public Hearing

Background Information:

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

Current Consideration:

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

Section 11701 of Title 5 of the California Code of Regulations provides: "In setting [independent study] policy ..., the local governing board shall consider, in a public hearing, the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for

specific populations of pupils or adult education students. Adopted policies shall reflect an awareness that excessive leniency in their terms can result in pupils falling so far behind their age peers as to increase, rather than decrease, the risk of their dropping out of school.”

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review revised Board Policy 7807 (6158); 7807-R (AR 6158), Independent Study, and open a public hearing to provide the public an opportunity to speak on the revised policy. 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. **[EXHIBIT O]**

HUMAN RESOURCES

11.11 **Declaration of Need for Fully Qualified Educators** **(Roll Call Vote)**

ACTION ITEM

Background Information:

The Declaration of Need for Fully Qualified Educators is a requirement established by the California Commission on Teacher Credentialing (CCTC) to permit the District to employ certificated staff members in certain identified areas of need. When the District is unable to find a suitable, fully prepared teacher for an assignment, despite its diligent efforts, the District is permitted to hire teachers with alternate teaching permits.

Current Consideration:

The Declaration of Need for Fully Qualified Educators fulfills the CCTC requirements for hiring teachers with alternate authorizations and interns for subject areas that are difficult to fill. The declaration permits the District to hire teachers with an emergency Cross-Cultural and Language Development (CLAD), Bilingual Cross-Cultural and Language Development (BCLAD), Language, Speech and Hearing, or Special Class Authorization, as well as allowing the District to apply for a Provisional Internship Permit (PIP) and/or a short-term staff permit (STSP), which is used for acute staffing in subject areas that are difficult to fill. Many California districts experience shortages of teachers in these areas.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the Declaration of Need for Fully Qualified Educators, as required by the State Commission on Teacher Credentialing.
[EXHIBIT P]

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

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

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

BUSINESS SERVICES

12.1 **Ratification of Change Orders**

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

RFP #2018-13, Savanna High School Modernization Increments 3 and 4 (Measure H Funds and Other Funds) Erickson-Hall Construction Co. Board Approved Not-to-Exceed GMP Amount with Contingencies Inside and Outside GMP	P.O. #L64A0347 \$15,750,036
Board Approved Amended Contract GMP	\$15,239,972
Contingencies Outside GMP	\$510,064
Change Order #2 [EXHIBIT Q]	\$343,382
Balance Available from Contingencies Outside of GMP/District Savings	\$166,682
Final Contract Value Paid to Contractor	\$15,583,354
 Bid #2019-40, Districtwide	 P.O. #M64A0353
Prop 39 Multi-Site Pool Pump VFD Installation (Prop 39 Funds) Horizon Mechanical Contractors of California Original Contract	 \$149,087.00
Change Order #1 [EXHIBIT R]	(\$49,390.23)
New Contract Value	\$99,696.77
 Bid #2020-08, Cypress High School	 P.O. #N64A0235
Relocatable Buildings Project (Developer Fees) IVL Contractors, Inc. Original Contract	 \$555,500
Change Order #1 [EXHIBIT S]	(\$29,400)
New Contract Value	\$526,100
 Bid #2020-12, Western High School	 P.O. #N64A0355
Security Fencing (Measure H Fees) J & A Fence Original Contract	 \$119,500

Change Order #1 [EXHIBIT T]	(\$20,660)
New Contract Value	\$98,840

Staff Recommendation:

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

12.2 **Notices of Completion**

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

RFP #2018-13, Savanna High School Modernization Increments 3 and 4 (Measure H Funds and Other Funds) Erickson-Hall Construction Co. Board Approved Not-to-Exceed GMP Amount with Contingencies Inside and Outside GMP	P.O. #L64A0347 \$15,750,036
Board Approved Amended Contract GMP	\$15,239,972
Contingencies Outside GMP	\$510,064
Change Order #2	\$343,382
Balance Available from Contingencies Outside of GMP/District Savings	\$166,682
Final Contract Value Paid to Contractor	\$15,583,354
 Bid #2019-40, Districtwide Prop 39 Multi-Site Pool Pump VFD Installation (Prop 39 Funds) Horizon Mechanical Contractors of California Original Contract	 P.O. #M64A0353 \$149,087.00
Contract Changes	(\$49,390.23)
Total Amount Paid	\$99,696.77
 Bid #2020-08, Cypress High School Relocatable Buildings Project (Developer Fees) IVL Contractors, Inc. Original Contract	 P.O. #N64A0235 \$555,500
Contract Changes	(\$29,400)
Total Amount Paid	\$526,100
 Bid #2020-12, Western High School Security Fencing (Measure H Fees) J & A Fence Original Contract	 P.O. #N64A0355 \$119,500
Change Order #1	(\$20,660)
New Contract Value	\$98,840

Staff Recommendation:

It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept RFP No. 2018-13, Bid No. 2019-40, Bid No. 2020-08, and Bid No. 2020-12 as complete, as well as authorize the filing of the notices of completion with the Office of the County Recorder.

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports March 31, 2020, through April 27, 2020. [EXHIBITS U and V]

12.4 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report March 31, 2020, through April 27, 2020. [EXHIBIT W]

12.5 **SUPPLEMENTAL INFORMATION**

12.5.1 ASB Fund, February 2020 [EXHIBIT X]

12.5.2 Cafeteria Fund, February 2020 [EXHIBIT Y]

12.5.3 Enrollment, Month 8 [EXHIBIT Z]

EDUCATIONAL SERVICES

12.6 **Re-certification Form, I-17 Application for the Student and Exchange Visitor Program (SEVP) Certification**

Background Information:

In 2017, the Student and Exchange Visitor Program (SEVP) authorized the District to accept and enroll international students with an F-1 Visa. The F-1 Visas are non-immigration student visas, which allow international students to study and live full-time in the United States to pursue a full course of academic study. Students from all over the world that have been accepted to attend our school sites and compensate the District for educational services at a rate above our current Average Daily Attendance (ADA). This program builds the cultural competence and global awareness of our District students by providing an invaluable experience to interact with international students. The District is now completing the second year of the cycle and is required to submit a re-certification Form I-17 application.

Current Consideration:

The SEVP re-certification process will include the existing nine school sites: Anaheim, Cypress, Katella, Kennedy, Loara, Magnolia, Savanna, and Western high schools, as well as Oxford Academy.

Budget Implication:

The total cost for the SEVP re-certification is not to exceed \$1,250. (LCFF Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the submission of the re-certification Form I-17 application.

12.7 **Amendment, Connected Learning Lab**

Background Information:

The Connected Learning Lab (CLL), a research unit at the University of California, Irvine, is conducting a research project funded by a National Science Foundation initiative titled Advancing Informal STEM Learning (AISL).

In February 2019, the District approved the Research Outline and Request for District Permissions for a research study titled "All Together Now: The Role of Mentorship in Persistence in Informal STEM Programs." The purpose of this project is to investigate how informal programs like Mathematics Engineering Science Achievement (MESA) can broaden

participation by building social capital in Science Technology Engineering and Math (STEM) for youth from underrepresented groups. The research design has included observational field visits of each of the MESA programs, and interviews with about 40 MESA students, as well as three to five MESA teachers. Research safeguards include approval by the University of California, Irvine Institutional Review Board.

Current Consideration:

The CLL would like to expand the research pool to include District teachers and students involved in Esports through the North America Scholastic Esports Federation (NASEF). Considering that Esports is also an avenue for students to participate and find an interest in STEM, these teachers and students are a natural fit for this study. In order to include these students, CLL will need a revised letter of support from the District. Services are being provided February 8, 2019, through May 31, 2021.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.8 **Addendum, 1 Million Project (1MP) Foundation**

Background Information:

On October 11, 2018, the Board of Trustees approved a Board item to approve the 1Million Project (1MP). Their mission is to help one million high school students reach their full potential by ensuring they have the devices and connectivity necessary to succeed in school and achieve their goals. Thus far, they have provided services to more than 350,000 students, including more than 1,500 District students.

Current Consideration:

1MP has issued an addendum adding support for grades K-8 and are now requiring a formal parental consent. District shared their parental consent process with our 1MP representative and will be able to continue our existing distribution process.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the addendum. [EXHIBIT BB]

12.9 **Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA), San Gabriel Unified School District**

Background Information:

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

Current Consideration:

San Gabriel Unified School District (SGUSD) has requested to enter into a MOU with the District permitting students from SGUSD to be enrolled in specialized programs operated by

the District. The MOU for placing special education students from SGUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided August 7, 2019, through June 30, 2020.

Budget Implication:

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the MOU between the District and SGUSD. **[EXHIBIT CC]**

12.10 **Agreement, Paradigm Healthcare Services, LLC**

Background Information:

Paradigm Healthcare Services, LLC (Paradigm) provides healthcare billing services to school districts, county offices of education, and local education consortia within the state of California. Paradigm provides Medi-Cal billing services, determines Medi-Cal eligibility, and identifies Medi-Cal numbers within the limits imposed by the Department of Health Services (DHS) and county governments. Paradigm also prepares the annual Cost and Reimbursement Comparison Schedule Workbook, in accordance with the claim guidelines approved by DHS, and assists administrative staff with the development, as well submission of the Medi-Cal Administrative Activities (MAA) Operational Plan in accordance with the DHS and MAA operational instructions.

Current Consideration:

The program generates revenues, of which Paradigm will be paid 12 percent. The amount of payment to Paradigm is completely dependent upon the revenue generated. MAA and Medi-Cal billing generate revenues that the District would otherwise not receive, even after the percentage payment to Paradigm, for the service it provides. Services will be provided July 1, 2020, through June 30, 2023.

Budget Implication:

Total costs for these services are not to exceed \$150,000, annually. (Special Education Funds)

Staff Recommendation:

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

12.11 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books career and technical education, dual enrollment, English, and mathematics 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 EE]**

HUMAN RESOURCES

12.12 Certificated Personnel Report

Staff Recommendation:

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

12.13 Classified Personnel Report

Staff Recommendation:

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

SUPERINTENDENT’S OFFICE

12.14 Board of Trustees’ Meeting Minutes

12.14.1 March 5, 2020, Regular Meeting [EXHIBIT HH]

12.14.2 March 13, 2020, Special Meeting [EXHIBIT II]

12.14.3 March 13, 2020, Emergency Meeting [EXHIBIT JJ]

13. SUPERINTENDENT AND STAFF REPORT

INFORMATION ITEM

14. BOARD OF TRUSTEES’ REPORT

INFORMATION ITEM

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

15. ADVANCE PLANNING

INFORMATION ITEM

15.1 Future Meeting Dates

The next regular meeting of the Board of Trustees will be held on Thursday, June 18, 2020, at 10:00 a.m.

Thursday, July 16

Thursday, August 13

Thursday, September 17

Thursday, October 15

Thursday, November 19

Tuesday, December 15

15.2 Suggested Agenda Items

16. ADJOURNMENT

ACTION ITEM

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

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT

2019-2020 TEACHERS OF THE YEAR NOMINEES

SCHOOL SITE	TEACHER	SUBJECT(S)
Anaheim High School	Jennifer Ortiz	English
Ball Junior High	Odette Apollo	English
Brookhurst Junior High	Shannon McNeil	Science
Cypress High School	Kevin Dwyer	Science/Engineering
Dale Junior High	Phyllis Fukumoto	Science
Gilbert High School	Nicole Resch	English
Hope School	Gabriela Gonzalez	Special Education ELA/Communication
Katella High School	Cheryl Campos	SDC
Kennedy High School	Christie Bettendorf	English
Lexington Junior High	Lisa Shandy*	Physical Education
Loara High School	Eileen McDaid	Math
Magnolia High School	Cynthia Ting	RSP Math
Orangeview Junior High	Amanda Bryant	English
Oxford Academy	Melissa Galvan	English
Savanna High School	Rogelio Alvarado	Business/AVID
South Junior High	Jennifer Gascon Jewell*	Science/AVID
Sycamore Junior High	Catherine Vierra	ELA
Walker Junior High	Sinichi Takehara	Math
Western High School	Yamila Castro*	Spanish

**Selected as District Teacher of the Year*

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Cal OES ID No: _____

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20 _____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20 _____.

(Signature)

(Title)

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

**Classified School Employee Week
May 17-23, 2020**

RESOLUTION NO. 2019/20-HR-05

May 7, 2020

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

WHEREAS, classified school employees provide valuable services to the schools and students of the Anaheim Union High School District; and

WHEREAS, the theme of the 2020 Classified School Employee Week is 2020 Vision on Our Schools; and

WHEREAS, classified school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified school employees play a vital role in providing for the welfare and safety of Anaheim Union High School District's students; and

WHEREAS, classified school employees employed by the Anaheim Union High School District strive for excellence in all areas relative to the educational community;

NOW, THEREFORE BE IT PROCLAIMED that the Board of Trustees hereby recognizes and wishes to honor the contribution of the classified school employees to quality education in the state of California and in the Anaheim Union High School District, and declares the week of May 17-23, 2020, as "Classified School Employee Week" in the Anaheim Union High School District.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees, on May 7, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District, 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 7th day of May 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 7th day of May 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**

RENAMING POLARIS HIGH SCHOOL, VIRTUAL INSTRUCTION

RESOLUTION NO. 2019/20-BOT-04

May 7, 2020

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

WHEREAS, Polaris High School (CDS Code 30 66431 3030384) is an alternative school of choice in the Anaheim Union High School District, providing independent study to students in grades 7 through 12; and

WHEREAS, Polaris High School currently does not offer a program of virtual instruction; and

WHEREAS, the District offers independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting; and

WHEREAS, independent study offers a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning; and

WHEREAS, it is desirable to enhance and strengthen the District's independent study options and meet the changing needs of students, parents, and the community by providing a program of virtual instruction; and

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

(1) Changes the name of Polaris High School to "Cambridge Virtual Academy at Polaris" effective July 1, 2020; and

(2) Authorizes the Superintendent or designee to take necessary actions to develop a primarily virtual program of instruction focused on engaging students in academic content fostering the 5Cs: collaboration, communication, critical thinking, creativity, and character/compassion, which contribute to a student's resilience, emotional intelligence, and career and life skills.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on May 7, 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 7th day of May, 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 7th day of May 2020.

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

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

TEMPORARY GRADING SYSTEM

RESOLUTION NO. 2019/20-BOT-05

May 7, 2020

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

WHEREAS, since March 13, 2020, District administrators, faculty, and staff have been developing and implementing of a program of distance learning to ensure the continued education of Anaheim Union High School District students during the period of school dismissal resulting from novel coronavirus, also known as COVID-19; and

WHEREAS, in response to these circumstances, on April 9, 2020, the Board of Trustees unanimously approved Resolution No. 2019/20-BOT-03, which, among other things, supports equity-based grading for all students for the period of school dismissal and while Districtwide distance learning is in effect; and

WHEREAS, the regular grading system for pupil performance in the Anaheim Union High School District is set forth in Board of Trustees Policy 71101.02; and

WHEREAS, the entire AUHSD community has come together to meet the unprecedented challenge presented by COVID-19 and the measures necessary to halt its progression, yet those measures also present practical impacts upon the normal progression of learning, including regular grading; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District suspends the regular grading system and adopts the "hold harmless" policy promulgated by the Education Division, with support of the Anaheim Secondary Teachers Association, attached hereto and incorporated herein as Exhibit 1, for the period of school dismissal and while Districtwide distance learning is in effect.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on May 7, 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 7th day of May, 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 7th day of May 2020.

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

EXHIBIT 1

"HOLD HARMLESS" GRADING POLICY

- Students' third quarter grades will serve as the base/foundation for the second semester grades for 2019-2020.
- The District's grading system for the remainder of the 2019-2020 school year will include a "hold-harmless" policy.
 - Grades students earned during the third quarter cannot be lowered when teachers submit second semester grades (do no harm).
 - Second semester grades students earned will remain the same as third quarter grades or can be improved based upon work completed during the fourth quarter.
- Students' second semester grades will remain as a letter grade option:
 - A, B, C, D
 - A failing grade (F) will be entered as No Credit (NC); A grade of NC does not negatively affect a student's grade point average (GPA).
 - Citizenship and Effort grades will be removed from the 2019-2020 second semester grades.

FOOD SERVICE OPERATIONS**5403 (3551)**

Business and Noninstructional Operations

The Board of Trustees intends that school Food Services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of food and supplies, the planning of menus, and the auditing of all food service accounts for the District.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

~~The Superintendent or designee shall ensure that all food service personnel possess the required qualifications and receive ongoing professional development related to the effective management and implementation of the District's Food Service program in accordance with law.~~

At least once each year, Food Service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other Food Service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Meals may be sold to students, District employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) food.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

~~Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing Food Services and consistent with Education Code 38084 and 42 USC 1760.~~

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with BP/AR 3553 - Free and Reduced Price Meals, 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

FOOD SERVICE OPERATIONS**5403 (3551)**

~~The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public.~~

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced-price meal program is not overtly identified by the use of special tokens, tickets, or other means and is not shamed, treated differently, or denied a meal of the student's choice. (Education Code 49557, 49557.5)

~~The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees is not overtly identified, shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557.5)~~

~~Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.~~

Cafeteria Fund

The Superintendent or designee shall establish a Cafeteria Fund independent of the District's General Fund.

The wages, salaries, and benefits of Food Service employees shall be paid from the Cafeteria Fund. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of Food Services and reasonable and necessary indirect program costs as allowed by law.

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the District or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the District's Food Service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

FOOD SERVICE OPERATIONS**5403 (3551)**

Furthermore, the District shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the District's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the District's food service program with federal requirements.

~~The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the District's Food Service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.~~

Legal Reference:

EDUCATION CODE

- 38080-38086.1 Cafeteria, establishment and use
- 38090-38095 Cafeterias, funds and accounts
- 38100-38103 Cafeterias, allocation of charges
- 42646 Alternate payroll procedure
- 45103.5 Contracts for management consulting services; restrictions
- 49490-49493 School breakfast and lunch programs
- 49500-49505 School meals
- 49550-49564.5 Meals for needy students, especially:
- 49550.5 Universal breakfast
- 49554 Contract for services
- 49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

- 58595 Preference for California-grown agricultural products

FOOD SERVICE OPERATIONS**5403 (3551)**

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1793 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.317-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.33 National School Lunch Program

220.1-220.22 National School Breakfast Program

245.8 Nondiscrimination practices for students eligible for free and reduced price meals and free milk

250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Paid Lunch Equity Requirement and Calculation Tool-Updated Guidance for School Year 2019-20, NSD Management Bulletin, SNP-11-2019, May 2019

Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019

Senate Bill 250: Child Hunger Prevention and Fair Treatment Act of 2017 and USDA Meal Charge Policy Requirements, NSD Management Bulletin, SNP-05-2018, January 2018

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017

Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015

Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013

FOOD SERVICE OPERATIONS**5403 (3551)**

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

School Meals - FAQs

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 38-2017, June 2017

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, SP 29-2017, May 2017

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

~~Legal Reference:~~~~EDUCATION CODE~~

~~38080-38086 Cafeteria, establishment and use~~

~~38090-38095 Cafeterias, funds and accounts~~

~~38100-38103 Cafeterias, allocation of charges~~

~~42646 Alternate payroll procedure~~

~~45103.5 Contracts for management consulting services; restrictions~~

~~49490-49493 School breakfast and lunch programs~~

~~49500-49505 School meals~~

~~49554 Contract for services~~

~~49550-49564.5 Meals for needy students~~

~~49580-49581 Food recovery program~~

~~FOOD AND AGRICULTURE CODE~~

~~58595 Preference for California-grown agricultural products~~

~~HEALTH AND SAFETY CODE~~

~~113700-114437 California Retail Food Code~~

~~PUBLIC CONTRACT CODE~~

~~2000-2002 Responsive bidders~~

~~20111 Contracts~~

FOOD SERVICE OPERATIONS**5403 (3551)**

~~CODE OF REGULATIONS, TITLE 5
15550-15565 School lunch and breakfast programs~~

~~UNITED STATES CODE, TITLE 42
1751-1769j School lunch programs
1771-1791 Child nutrition, including:
1773 School breakfast program~~

~~CODE OF FEDERAL REGULATIONS, TITLE 2
200.56 Indirect costs, definition
200.317-200.326 Procurement standards
200.400-200.475 Cost principles
200 Appendix VII Indirect cost proposals~~

~~CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program
220.1-220.21 National School Breakfast Program
250.1-250.70 USDA foods~~

~~Management Resources:~~

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~California School Accounting Manual~~

~~Food Distribution Program Administrative Manual~~

~~Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD~~

~~Management Bulletin, FDP 01 2018, January 2018~~

~~Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017~~

~~Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management Bulletin, USDA SNP-06 2015, May 2015~~

~~Cafeteria Funds Allowable Uses, NSD Management Bulletin, NSD SNP-07 2013, May 2013~~

~~Paid Lunch Equity Requirement, NSD Management Bulletin, USDA SNP-16 2012, October 2012~~

~~Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000~~

~~U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS~~

~~FAQs About School Meals~~

~~Unpaid Meal Charges: Guidance and Q&A, SP 23 2017, March 2017~~

~~Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60 2016, September 2016~~

~~Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016~~

~~Unpaid Meal Charges: Local Meal Charge Policies, SP 46 2016, July 2016~~

FOOD SERVICE OPERATIONS**5403 (3551)**

~~Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016~~

~~Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014~~

WEB SITES

~~California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>~~

~~California School Nutrition Association: <http://www.calsna.org>~~

~~U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>~~

Board of Trustees

Approved: January 21, 1999

Revised: February 6, 2020

Revised: TBD

B

Business and Noninstructional Operations

Payments for Meals

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the District's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the District's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the District's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

In order to avoid potential misuse of a student's Food Service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, ~~shall not require a student to pay a bill that appears to be the result of identity theft,~~ and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

Any payments made to a student's Food Service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

The District shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

Students who have unpaid meal charges shall be served a meal of their choice throughout the school year regardless of the level of debt incurred by the household. Such students shall not be overtly identified by the use of special tokens, tickets, or other means and shall not be shamed, treated differently, or denied a meal of their choice. (Education Code 49557, 49557.5)

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the District shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the District is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

The District may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

~~The District shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)~~

The District's efforts to collect debt shall be consistent with District policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The District shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the District may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, non potentially hazardous foods with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the Cafeteria Fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Board of Trustees shall be recorded as income and expenditures of the Cafeteria Fund. (Education Code 38090, 38091)

The Cafeteria Fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

Indirect costs charged to the Food Service program shall be based on either the District's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR 220.14)

U.S. Department of Agriculture Foods

The District shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The District shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and

FOOD SERVICE OPERATIONS**5403 (3551)-R**

training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the District's nonprofit food service account. (7 CFR 250.59)

~~The superintendent or designee shall ensure that food received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)~~

- ~~1. Are sanitary and free from rodent, bird, insect, and other animal infestation~~
- ~~2. Safeguard foods against theft, spoilage, and other loss~~
- ~~3. Maintain foods at proper storage temperatures~~
- ~~4. Store foods off the floor in a manner to allow for adequate ventilation~~
- ~~5. Take other protective measures as may be necessary~~

~~The superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.~~

~~USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfast or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the District's nonprofit food service account. (7 CFR 250.59)~~

Board of Trustees

Approved: February 6, 2020

Revised: TBD

B

Students

The Board of Trustees recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for District students. The Superintendent or designee shall coordinate and align District efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

School Wellness Council

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the District's student wellness policy. (42 USC 1758b; 7 CFR 210.31)

To fulfill this requirement, the Superintendent or designee may appoint a school wellness council or other District committee and a wellness council coordinator. The council may include representatives of the groups listed above, as well as health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

The Superintendent or designee may make available to the public and school community a list of the names, position titles, and contact information of the wellness council members.

The wellness council shall advise the District on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the council may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

Goals for Nutrition, Physical Activity, and Other Wellness Activities

The Board shall adopt specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing such goals, the Board shall review and consider evidence-based strategies and techniques. (42 USC 1758b; 7 CFR 210.31)

The District's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

The nutrition education program shall include, but is not limited to, information about the

benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program, before- and after-school programs, summer learning programs, and school garden programs.

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

The Board may enter into a joint use agreement or memorandum of understanding to make District facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

Professional development may be regularly offered to staff as appropriate to enhance their knowledge and skills related to student health and wellness.

In order to ensure that students have access to comprehensive health services, the District may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students.

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

Nutrition Guidelines for All Foods Available at School

For all foods and beverages available on each campus during the school day, the District shall adopt nutrition guidelines which are consistent with 42 USC 1758, 1766, 1773, and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

In order to maximize the District's ability to provide nutritious meals and snacks, all District schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the District may sponsor a summer meal program.

The Superintendent or designee shall provide access to free, potable water in the food service area during meal times in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water

and by serving water in an appealing manner.

The Board believes that all foods and beverages sold to students at District schools, including those available outside the District's reimbursable food services program, should support the health curriculum and promote optimal health. Nutrition standards adopted by the District for foods and beverages provided through student stores, vending machines, or other venues shall meet or exceed state and federal nutrition standards.

The superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes.

He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

School staff shall encourage parents/guardians or other volunteers to support the District's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

To reinforce the District's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day. (Education Code 49431.9; 7 CFR 210.31)

Program Implementation and Evaluation

The Superintendent designates the individual(s) identified below as the individual(s) responsible for ensuring that each school site complies with the District's wellness policy. (42 USC 1758b; 7 CFR 210.31)

Director of Food Services and Assistant Director of Food Services
(714) 999-3560

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every three years. (42 USC 1758b; 7 CFR 210.31)

The assessment shall include the extent to which District schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

The Superintendent or designee shall invite feedback on District and school wellness activities from food service personnel, school administrators, the wellness council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the District activities related to student

wellness. Such indicators may include, but are not limited to:

1. Descriptions of the District's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements
2. An analysis of the nutritional content of school meals served in all District programs, based on a sample of menus
3. Student participation rates in all school meal programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program
4. Extent to which foods and beverages sold on campus outside the food services program, such as through vending machines and student stores, comply with nutrition standards
5. Results of the state's physical fitness test at applicable grade levels
6. Number of minutes of physical education offered at each grade span.
7. A description of District efforts to provide additional opportunities for physical activity outside of the physical education program

In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the District's wellness policy conducted by the California Department of Education (CDE) every three years.

The assessment results of both the District and state evaluations shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus District resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

Notifications

The Superintendent or designee shall inform the public about the content and implementation of the District's wellness policy and shall make the policy, and any updates to the policy, available to the public on an annual basis. He/she shall also inform the public of the District's progress towards meeting the goals of the wellness policy, including the availability of the triennial District assessment. (Education Code 49432; 42 USC 1758b; 7 CFR 210.31)

The Superintendent or designee shall distribute this information through the most effective methods of communication.

Records

The Superintendent or designee shall retain records that document compliance with 7 CFR

210.31, including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the wellness policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR 210.31)

Legal Reference:

EDUCATION CODE

33350-33354 CDE responsibilities re: physical education
 38086 Free fresh drinking water
 49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001
 49490-49494 School breakfast and lunch programs
 49500-49505 School meals
 49510-49520 Nutrition
 49530-49536 Child Nutrition Act
 49540-49546 Child care food program
 49547-49548.3 Comprehensive nutrition services
 49550-49562 Meals for needy students
 49565-49565.8 California Fresh Start pilot program
 49570 National School Lunch Act
 51210 Course of study, grades 1-6
 51210.1-51210.2 Physical education, grades 1-6
 51210.4 Nutrition education
 51220 Course of study, grades 7-12
 51222 Physical education
 51223 Physical education, elementary schools
 51795-51798 School instructional gardens
 51880-51921 Comprehensive health education

CODE OF REGULATIONS, TITLE 5

15500-15501 Food sales by student organizations
 15510 Mandatory meals for needy students
 15530-15535 Nutrition education
 15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j National School Lunch Program, especially:
 1758b Local wellness policy
 1771-1793 Child Nutrition Act, especially:
 1773 School Breakfast Program
 1779 Rules and regulations, Child Nutrition Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.33 National School Lunch Program, especially:
 210.31 Wellness policy

220.1-220.22 National School Breakfast Program

COURT DECISIONS

Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

Management Resources:

CSBA PUBLICATIONS

Integrating Physical Activity into the School Day, Governance Brief, April 2016

Increasing Access to Drinking Water in Schools, Policy Brief, April 2013

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012

Physical Activity and Physical Education in California Schools, Research Brief, April 2010

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

Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009

Physical Education and California Schools, Policy Brief, rev. October 2007

School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CALIFORNIA PROJECT LEAN PUBLICATIONS

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

CENTER FOR COLLABORATIVE SOLUTIONS

Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security in Afterschool Programs, January 2015

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide, rev. 2012

FEDERAL REGISTER

Rules and Regulations, July 29, 2016, Vol. 81, Number 146, pages 50151-50170

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, rev. 2012

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Dietary Guidelines for Americans, 2016

WEB SITES

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

Action for Healthy Kids: <http://www.actionforhealthykids.org>

Alliance for a Healthier Generation: <http://www.healthiergeneration.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

California School Nutrition Association: <http://www.calsna.org>

Center for Collaborative Solutions: <http://www.ccscenter.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Dairy Council of California: <http://www.dairycouncilofca.org>

National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>

National Association of State Boards of Education: <http://www.nasbe.org>

School Nutrition Association: <http://www.schoolnutrition.org>

Society for Nutrition Education: <http://www.sne.org>

U.S. Department of Agriculture, Food Nutrition Service, wellness policy:

<http://www.fns.usda.gov/tn/Healthy/wellnesspolicy.html>

U.S. Department of Agriculture, Healthy Meals Resource System:

<http://healthymeals.fns.usda.gov>

Board of Trustees

Approved: April 13, 2009

Revised: March 27, 2014

Revised: December 2017

Revised: TBD

B

Business and Noninstructional Operations

The Board of Trustees recognizes its responsibility to monitor the District's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

The total amount budgeted by the District for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the District may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the District, the Board of Trustees may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the county auditor. (Education Code 42600)
2. Direct the temporary transfer of monies held in any District fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)
3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the District budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)
4. Specify amounts to be transferred by the county auditor and treasurer from the District's general fund to the special reserve fund during the fiscal year. If any special reserve funds are maintained for purposes other than capital outlay or if monies in the special reserve fund are not actually encumbered for ongoing expenses, the Board of Trustees may transfer those monies into the general fund for the general operating purposes of the District. If any monies remain in the special reserve fund at the conclusion of a project, the Board of Trustees may, by written request to the County Superintendent, auditor, and treasurer, transfer those monies to the District's general fund. (Education Code 42841-42843)
5. Transfer monies between other funds or accounts when authorized by law.

Legal Reference:

EDUCATION CODE

- 78 Definition, governing board
- 5200 Districts governed by boards of education
- 16095 Transfer of district funds to district state school building fund
- 41301 Section A state school fund allocation schedule
- 42125 Designated and unappropriated fund balances
- 42238-42251 Apportionments to districts, especially:
 - 42238.01-42238.07 Local control funding formula
- 42600 District budget limitation on expenditure
- 42601 Transfers between funds to permit payment of obligations at close of year
- 42603 Transfer of monies held in any fund or account to another fund; repayment
- 42840-42843 Special reserve fund
- 52616.4 Expenditures from adult education fund

Management Resources:

WEB SITES

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

Board of Trustees

Approved: TBD

B

Business and Noninstructional Operations

The Board of Trustees has a fiduciary responsibility to effectively manage and safeguard the District's assets and resources. All revolving cash funds shall be subject to the internal control procedures established by the District to prevent and detect fraud, financial impropriety, or irregularity and shall be maintained in accordance with law and the California School Accounting Manual.

The Superintendent or designee shall provide regular reports to the Board regarding the use of revolving funds and the results of any audits conducted on the funds.

Standard Revolving Cash Fund

Pursuant to Education Code 42800, the Board of Trustees has adopted a resolution establishing a revolving cash fund for use by the Assistant Superintendent-business. The fund shall be used only for the purposes specified in the Board of Trustees resolution which may include, but are not limited to, payment for services or supplies for which there is an urgent deadline or to reduce the need for issuing numerous small warrants.

The controller shall be covered by an individual bond or insurance in the amounts specified in law. He/she shall ensure that payments from the fund are for services or materials that are a legal charge against the District and that a receipt is obtained setting forth the date, payee, purpose of the expenditure, and amount expended. (Education Code 41021, 42801, 42801.5, 42804)

The Board of Trustees may at any time reduce or discontinue the revolving cash fund. (Education Code 42805)

Alternative Revolving Cash Fund

Pursuant to Education Code 42810, the Board of Trustees has adopted a resolution establishing a revolving cash fund for use by school principals and other administrative staff. The fund shall be used for materials related to classroom instruction.

The revolving cash fund for supplies shall be subject to the bonding provisions of Education Code 42801.

The principal or administrative staff member in whose name the revolving cash fund is created shall be responsible for all fund expenditures, subject to Board regulation. (Education Code 42810)

Legal Reference:

EDUCATION CODE

- 35160 Authority of governing boards
- 35250 Duty to keep certain records
- 38091 Cafeteria revolving accounts
- 41020 Audits of all district funds
- 41021 Requirement for employee's indemnity bond
- 41365-41367 Charter school revolving loan fund
- 42238 Revenue limits
- 42238.01-42238.07 Local control funding formula
- 42630-42652 Orders, requisitions, and warrants
- 42800-42806 Revolving cash fund
- 42810 Revolving cash funds; use; administrators
- 42820-42821 Prepayment revolving cash fund
- 45167 Error in salary

Management Resources:

WEB SITES

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>
Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Board of Trustees

Approved: January 1999

Revised: TBD

B

REVOLVING FUNDS**41006.05 (3314.2)-R****PURPOSE**

Alternative Revolving Cash ("ARC") funds are established for each school and some departments for making small purchases or expenditures for \$200 or less (amounts for which it is not practical to follow the required purchasing procedure of issuing a purchase order). All other District policies apply to ARC fund purchases. Purchases will be charged to a site, department, or categorical program budget which allows these expenditures.

ARC FUNDS - SECURITY AND CONTROLS

Each ARC fund is operated on the imprest system of accounting. This means that, at any given point in time, the ARC fund must contain receipts (with vouchers) and a checkbook balance that add up to the total amount for which the fund was originally established.

There is an ARC fund custodian, which shall be the Principal or District office administrator, assigned responsibility for each school's or department's fund.

Check stock for the ARC fund must be maintained under lock and key at all times. Expenditures from the fund must be pre-approved by the one person appointed ARC fund custodian for the school or department. Unannounced audits of ARC funds may be made at any time by the District's internal or external auditors.

All ARC fund checks are signed only by the custodian (Principal or District office administrator). Checks shall not be pre-signed.

SUPPORTING DOCUMENTATION

Each expenditure from ARC funds must be supported by a completed Cash Voucher (form #352) and original receipts (or vendor invoices) marked "PAID". Each Cash Voucher must contain the date, the name of the individual who is receiving the check payment, amount, budget account number, and school name.

All receipts must set forth the date, pre-printed vendor name/address, items purchased, and amount of the purchase. Adding machine tapes, cancelled checks, and credit card receipts by themselves do not constitute receipts. Evidence of receipt of the items is required for any items ordered from vendors.

TYPES OF EXPENDITURES

ARC Purchases can be made for:

1. Postage due or postage
2. Freight or express bills
3. Supplies or materials
4. Refunds on lost textbooks or library books
5. Admission tickets for field trips (with copy of approved Student Field Trip Request form)

ARC Purchases may not be made for:

1. Services, royalties, or wages
2. Travel expenses, registration fees, membership fees, or mileage
3. Anything that would not constitute a legal expenditure against the funds of the District or is not authorized under the California Education Code
4. Payments to individuals who do not submit itemized paid receipts for expenditures made on behalf of the District
5. Loans, I.O.U.'s, or advances
6. Items which are stocked in the District warehouse
7. Subscriptions
8. Payment for items lost, stolen, or damaged
9. Purchases from other district employees
10. Equipment or other capital items
11. Books for instructional purposes
12. Maintenance or operational items which require installation

REIMBURSEMENT OF ARC FUNDS

As needed by the school/department, but at least once per month, the ARC custodian will submit to Accounting all receipts and vouchers for reimbursement, along with any voided checks, in the Revolving Cash Fund envelope (form #628).

Each individual voucher must be listed on the front of the voucher envelope in the space provided. All other information must be provided as requested on the envelope, along with the reconciliation of the ARC fund. The total of the checkbook balance and the vouchers being submitted for reimbursement must equal the total for which the ARC fund was originally created.

The envelope must be signed by the secretary or person who completed it, and verified and approved by the ARC custodian (Principal or District office administrator).

A copy of the envelope or the amount being requested should be kept with the ARC checkbook until the reimbursement notice is sent by Accounting to the school/department.

Accounting will audit all receipts and vouchers and will prepare a check in the amount of the request for reimbursement if all requirements are met. The check will then be deposited into the bank account for that school/department. Schools/departments should allow approximately one week for reimbursement and retain enough of a checkbook balance to meet their needs until the reimbursement check is deposited.

Board of Trustees

Revised: TBD

B

Business and Noninstructional Operations

All or part of the special reserve fund of the District, or any surplus monies not required for the immediate necessities of the District, may be invested as allowed by law for public funds. (Education Code 41015; Government Code 16430, 53601-53609, 53635)

The Board of Trustees authorizes the District's chief fiscal officer to invest and reinvest such funds on behalf of the District. He/she shall make monthly reports of those transactions to the Board of Trustees. The Board of Trustees retains the right to revoke this authority at any time.

The Board of Trustees recognizes that the District's Assistant Superintendent has fiduciary responsibility for any funds invested outside the county treasury and is subject to prudent investor standards for investment decisions. As such, he/she shall act with care, skill, prudence, and diligence under the prevailing circumstances, including but not limited to the general economic conditions and the anticipated needs of the District. The investment objectives shall be to first safeguard the principal of the funds, then to meet the District's liquidity needs and, third, to achieve a return on the funds. (Government Code 53600.3, 53600.5)

The Board of Trustees recognizes the importance of overseeing investments made with District funds, including investments by the county treasurer. The Superintendent or designee shall maintain ongoing communication with any county committee established for the purpose of overseeing county investments. In addition, the Superintendent or designee shall keep the Board of Trustees informed about county policies that guide the investment of these funds.

Legal Reference:**EDUCATION CODE**

- 41001 Deposit of money in county treasury
- 41002 General fund deposits and exceptions
- 41002.5 Deposit of certain funds in insured institutions
- 41003 Funds received from rental of real property
- 41015 Authorization of and limitation investment of district funds
- 41017 Deposit of miscellaneous receipts
- 41018 Disposition of money received
- 42840-42843 Special reserve fund

GOVERNMENT CODE

- 16430 Eligible securities for investment of surplus money
- 17581.5 Mandates contingent upon state funding
- 27000.3 Fiduciary for deposits in county treasury
- 27130-27137 County treasury oversight committees
- 53600-53609 Investment of surplus
- 53630-53686 Deposit of funds, especially:
- 53635 Local agency funds; deposit or investment

53646 Treasurer reports and statements of investment policy
53852.5 Investment term for funds designated for repayment of notes
53859.02 Borrowing by local agency

Management Resources:

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION PUBLICATIONS
Local Agency Investment Guidelines, 2002, rev. 2004

WEB SITES

California State Treasurer's Office, California Debt and Investment Advisory Commission:
<http://www.treasurer.ca.gov/cdiac>

Board of Trustees

Approved: May 23, 1996

Revised: July 18, 1996

Revised: May 8, 1997

Reviewed: May 26, 1998

Reviewed: May 13, 1999

Revised: TBD

B

Business and Noninstructional Operations

The Board of Trustees recognizes the need to keep District schools free of drugs and alcohol in order to create a safe and healthy environment conducive to learning and promote student health and well-being. The Board prohibits the possession, use, or sale of drugs and alcohol at any time in District-owned or leased buildings, on District property, and in District vehicles, unless otherwise permitted by law.

The following substances are prohibited on all District property:

1. Any substance which may not lawfully be possessed, used, or sold in California
2. Cannabis or cannabis products (Health and Safety Code 11362.3; 21 USC 812, 844)
3. Alcoholic beverages, unless approved by the Superintendent or designee for limited purposes specified in Business and Professions Code 25608

Prescription medication, except for prescribed cannabis, may be administered at school in accordance with law, District policy and regulations, and written statements by the parent/guardian and the student's authorized health care provider as applicable.

Information about the District's drug- and alcohol-free schools' policy and the consequences for violations shall be communicated clearly to employees, parents/guardians, students, and the community.

Enforcement/Discipline

The Superintendent or designee shall take appropriate action to eliminate the possession, use, or sale of alcohol and other drugs and related paraphernalia in District facilities, on District property, in District vehicles, or at school-sponsored activities. As appropriate, he/she may direct anyone violating this policy to leave school property and/or refer the matter to law enforcement.

Students and employees who violate the terms of this policy may be subject to discipline and/or referred to assistance programs in accordance with law and Board policy.

Legal Reference:

EDUCATION CODE

- 44940 Compulsory leave of absence for certificated persons
- 44940.5 Procedures when employees are placed on compulsory leave of absence
- 45123 Employment after conviction of controlled substance offense
- 45304 Compulsory leave of absence for classified persons
- 48900 Suspension or expulsion (grounds)
- 48900.5 Suspension, limitation on imposition; exception
- 48901 Smoking or use of tobacco prohibited

48901.5 Prohibition of electronic signaling devices
48902 Notification of law enforcement authorities; civil or criminal immunity
48909 Narcotics or other hallucinogenic drugs
48915 Expulsion; particular circumstances

BUSINESS AND PROFESSIONS CODE

25608 Alcohol on school property; use in connection with instruction

GOVERNMENT CODE

8350-8357 Drug-free workplace

HEALTH AND SAFETY CODE

11053-11058 Standards and schedules
11353.6 Juvenile Drug Trafficking and Schoolyard Act
11362.1 Possession and use of cannabis, persons age 21 and over
11362.3 Limitations on possession and use of cannabis
11362.79 Limitations on medical use of cannabis
104559 Tobacco use prohibition

PENAL CODE

13860-13864 Suppression of drug abuse in schools

VEHICLE CODE

13202.5 Drug and alcohol related offenses by person under age of 21, but aged 13 or over;

UNITED STATES CODE, TITLE 20

7101-7122 Student Support and Academic Enrichment Grants

UNITED STATES CODE, TITLE 21

812 Schedules of controlled substances
844 Penalties for possession of controlled substance

UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

COURT DECISIONS

Ross v. RagingWire Telecommunications, Inc., 42 Cal. 4th 920 (2008)

Board of Trustees

Approved: May 10, 1990

Revised: May 1993

Revised: June 1998

Revised: August 1999

A

Revised: TBD

B

Business and Noninstructional Operations

The Board of Trustees authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by District staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as independent contractors may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor. A person, firm, or organization shall be considered an employee rather than an independent contractor unless the District is able to demonstrate that all of the following conditions have been met: (Labor Code 2750.3)

1. The person or entity is free from the control and direction of the District in connection with the performance of the work.
2. The person or entity is performing work that is outside the usual course of the District providing educational services.
3. The person or entity is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

Specific statutory exceptions to this analysis for the determination of whether a person, firm, or organization is an independent contractor may apply. (Labor Code 2750.3)

All consultant contracts shall be brought to the Board for approval.

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the District who is subject to the filing requirements in the District's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the District, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the District.

The Board prohibits the harassment of an independent contractor by any District employee or by any other person with whom the independent contractor comes in contact during the course of employment with the District. Additionally, the Board prohibits the harassment of a District employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable District complaint procedures. (Government Code 12940)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination
10400-10407 Cooperative improvement programs
17596 Limit on continuing contracts
35010 Control of districts; prescription and enforcement of rules
35172 Promotional activities
35204 Contract with attorney
44925 Part-time readers employed as independent contractors
45103 Classified service in districts not incorporating the merit system
45103.5 Contracts for food service consulting services
45134-45135 Employment of retired classified employee
45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

12940 Unlawful employment practices
53060 Contract for special services and advice
82019 Designated employee
87302 Conflict of interest code

LABOR CODE

2750.3 ABC three-part test: employees and independent contractors

UNEMPLOYMENT INSURANCE CODE

606.5 Determination of employment status
621 Employer and employee defined

CODE OF REGULATIONS, TITLE 2

18700.3 Consultant

COURT DECISIONS

Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903
S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

Board of Trustees
February 11, 1982
Revised: March 8, 1990
Reviewed: April 1993
Revised: February 1995
Revised: January 2005
E
Revised: TBD
B

1.0 PURPOSE

To clearly define those persons or firms who are independent contractors and are not considered employees of the school district. This may be a person or firm who: is contracted to perform specific services for the school district; retains control over how the job is performed; and meets the requirements of the Internal Revenue Service (IRS), State Teachers Retirement System (STRS) and the Public Employees Retirement System (PERS) for independent contractor status.

- 1.1 No person or firm may be retained in an independent contractor status, such as professional consultant, resource person, or student service provider if such person or agency will directly influence decisions which will benefit him/her financially.
- 1.2 A professional consultant is an independent contractor who is retained to provide opinions and advice in financial, economic, accounting, engineering, legal, or administrative matters.
- 1.3 A resource person is an independent contractor who is a recognized expert in the field with a level of talent and skill not available in the school district and who provides services for instructional programs and instructional support programs.
- 1.4 A student service provider is an independent contractor who provides direct pupil services.

2.0 Current Employees, Retired Employees and Employees of Other Public Agencies

- 2.1 Current employees of the school district, including employees on a leave of absence, may not be retained as independent contractors. They may provide additional services as employees of the school district. Teachers and other certificated staff may work outside their contract day for specific in-service presentations, curriculum writing, and other instructional tasks, earning the hourly miscellaneous pay rate. Classified employees must be paid time and one-half for all time worked over 8 hours a day or 40 hours a week, with the exception of irregular ASB activities, which are excluded under the Fair Labor Standards Act. ASB activities will be paid on a unit basis on the regular time sheet of classified and certificated employees of the school district.
- 2.2 Retired district employees must be regarded as "Employees" and processed through the appropriate personnel office for employment. Retired employees are subject to their retirement system's earnings limitation and deductions for social security, Medicare, and other employment taxes as required by law.
- 2.3 Employees of other public agencies who serve as professional consultants, resource persons, or student service providers are required to certify as part of the consultant agreement that they will not receive salary or remuneration, other than

vacation pay, from any other public agency for the specified calendar days worked, on a form provided by the district.

3.0 Other Requirements

- 3.1 Student service providers who work directly with students must provide evidence of tuberculosis clearance as required by law.
- 3.2 The principal or department head requesting the services of a professional consultant, resource person, or student services provider will complete all required documents, at least two weeks prior to the actual start date. All for review by the Human Resources Department, to determine if the person or firm shall be classified as an independent contractor or as an employee.
- 3.3 Pay rates for independent contractors will be determined by grant monies available, budget of individual schools or departments, and the services to be provided, and will require pre-approval of the Board of Trustees.
- 3.4 Independent contractors will be evaluated on forms provided by the school district. District employees who are responsible for the obtaining of services of independent contractors will also be responsible for their evaluation.
- 3.5 An independent contractor rendering service that does not require a teaching or administrative credential must obtain the approval of the Personnel Commission to perform such services.

Board of Trustees
February 11, 1982
Revised: March 8, 1990
Reviewed: April 1993
Revised: February 1995
Revised: January 2005
E
Revised: TBD
B

Business and Noninstructional Operations

The Board of Trustees believes everyone has a responsibility to be a steward of the environment and desires to integrate environmental accountability into all District programs and operations. The Superintendent or designee shall develop strategies to promote District use of "green" school principles and practices in order to conserve natural resources, reduce the impact of District operations on the environment, and protect the health of students, staff, and the community.

In developing such strategies and assessing the environmental conditions in District facilities and operations, the Superintendent or designee shall involve staff at all levels and with varying job responsibilities, including administrators, certificated staff, and classified staff. As appropriate, the Superintendent or designee may also consult with health professionals; representatives of local governmental agencies, utilities, solid waste and recycling companies, and community organizations; and/or others with expertise.

In selecting and prioritizing strategies, the Superintendent or designee shall give consideration to long-term potential cost savings, initial costs, feasibility of implementation, quality and performance of the product or service, health impacts, environmental considerations, and potential educational value.

District strategies may include, but are not limited to:

1. Reducing energy and water consumption, and using renewable and clean energy technologies and alternatives when available
2. Establishing recycling programs in District facilities
3. Reducing the consumption of disposable materials by reusing materials and by using electronic rather than paper communications when feasible
4. Using environmentally preferable products and services whenever practical, including, but not limited to, products that:
 - a. Minimize environmental impacts, toxins, pollutants, odors, and hazards
 - b. Contain postconsumer recycled content
 - c. Are durable and long-lasting
 - d. Conserve energy and water
 - e. Reduce waste
5. Using least toxic, independently certified green cleaning products when feasible, as well as high-efficiency cleaning equipment that reduces the need to use chemicals

6. Providing professional development to maintenance staff in the proper use, storage, and disposal of cleaning supplies
7. Using effective, least toxic pest management practices for the control and management of pests
8. Ensuring that any construction of new facilities complies with green building standards pursuant to 24 CCR 101.1-703.1, and focusing on sustainability and student health in the design and implementation of facilities modernization projects
9. Reducing vehicle emissions by:
 - a. Encouraging students to walk or bicycle to school or to use District or public transportation
 - b. Using reduced or zero emission school buses and vehicles and providing accompanying infrastructure such as charging stations as financially feasible
 - c. Limiting unnecessary idling of school buses in accordance with 13 CCR 2480
10. Implementing green school practices in the District's food service programs as financially and practically feasible by:
 - a. Providing fresh, locally sourced, unprocessed, food, including plant-based options, when available
 - b. Reducing food packaging and using packaging that is recyclable and/or biodegradable
 - c. Utilizing reusable products
 - d. Maintaining a system for food waste, such as composting
 - e. Providing sharing tables where unused cafeteria food items may, in accordance with Health and Safety Code 114079, be returned for student use or donated to a food bank or other nonprofit charitable organization
11. Integrating green school practices and activities into the educational program by providing instruction to students on the importance of the environment, involving students in the implementation and evaluation of green school activities and projects as appropriate, and utilizing green school activities and projects as learning tools

Legal Reference:

EDUCATION CODE

8700-8707 Environmental education

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

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

17608-17614 Healthy Schools Act of 2000

32370-32376 Recycling paper

33541 Environmental education

101012 Kindergarten through 12th grade school facilities program

FOOD AND AGRICULTURAL CODE

13180-13188 Healthy Schools Act of 2000

HEALTH AND SAFETY CODE

114079 General food safety requirements; unused or returned food

PUBLIC CONTRACT CODE

12400-12404 Environmentally preferable purchasing

PUBLIC RESOURCES CODE

25410-25422 Energy conservation assistance

40050-40063 Integrated waste management act

42630-42647 Schoolsite source reduction and recycling assistance program

CODE OF REGULATIONS, TITLE 2

1859.70.4 Funding for high performance incentive grants

1859.71.6 Additional grant for high performance incentive, new construction

1859.77.4 Additional grants for high performance incentive, site and modernization

CODE OF REGULATIONS, TITLE 5

14010 Standards for school site selection

CODE OF REGULATIONS, TITLE 13

2480 Limitation to school bus idling and idling at schools

CODE OF REGULATIONS, TITLE 24

101.1-703.1 Green building standards

Management Resources:

CALIFORNIA AIR RESOURCES BOARD PUBLICATIONS

School Bus Fleet Webinar, April 20, 2018

COLLABORATIVE FOR HIGH PERFORMING SCHOOLS PUBLICATIONS

CHPS Best Practices Manual

GLOBAL GREEN USA PUBLICATIONS

Healthier, Wealthier, Wiser: A Report on National Green Schools

GREEN SCHOOLS INITIATIVE PUBLICATIONS

Green Schools Buying Guide

HEALTHY SCHOOLS CAMPAIGN PUBLICATIONS

The Quick and Easy Guide to Green Cleaning in Schools, 2nd ed., 2008

WEB SITES

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

California Air Resources Board: <http://www.arb.ca.gov>

California Department of General Services, Green California: <http://www.green.ca.gov>

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

Collaborative for High Performance Schools: <http://www.chps.net>

Global Green USA: <http://www.globalgreen.org>

Green Schools Initiative: <http://www.greenschools.net>

Healthy Schools Campaign: <http://www.healthyschoolscampaign.org/programs/gcs>

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

U.S. Green Building Council, LEED Green Building Rating System: <http://www.usgbc.org>

Board of Trustees

Approved: TBD

B

ANAHEIM UNION HIGH SCHOOL DISTRICT

RFP 2020-GRAD AGREEMENT

THIS AGREEMENT, dated the 20TH day of APRIL, 2020, in the County of Orange, State of California, is by and between the "District", and HERFF JONES, LLC. (hereinafter referred to as "Contractor").

Whereas, this document, RFP 2020-GRAD AGREEMENT, is considered a part of the RFP 2020-GRAD (hereinafter referred to as Agreement);

Whereas. Contractor agrees to provide virtual graduation ceremonies for the District's eleven high schools per the requirements of RFP 2020-GRAD and shall provide all work as provided in Contractor's "Proposal of Services for Anaheim Union High School District" (attached as Exhibit A);

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 April 20, 2020, through June 30, 2020.
3. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all work under this Agreement by providing Contractor thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, Contractor shall:
 - (i) Cease operations as directed by District in the notice;
 - (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
 - (iii) Not terminate any insurance provisions as required herein

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

4. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, the Contractor, at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the

District, including but not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to this Agreement, including but not limited to, any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the bid documents or any document furnished by the Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the bid documents;
- (d) any failure to provide notice to any party as required under the bid documents; or
- (e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

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

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

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

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

Commercial General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
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 covering the use of all owned, non-owned and hired vehicles with combined single limit, bodily injury and property damage in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California	<u>\$1,000,000.00</u>	

8. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of (STATE), and that (OFFICER), whose title is (TITLE), is authorized to act for and bind the corporation.

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

10. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance,

sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

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

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

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

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

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

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

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

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

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

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

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

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

OR

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

21. As we enter into a contract for digital resources, that Contractor must sign the CA Student Data Privacy Agreement or CSDPA (attached). California has passed student data privacy laws, Ed Code 49073.1 (incorporating AB 1584) and CA Business & Professions Code 22584 (incorporating SOPIPA), that require schools to only enter into contracts for digital resources that

meet the stated data privacy thresholds; therefore, we need to have a signed data privacy agreement. If Contractor has a CSDPA V2 contract with an Exhibit E with another District, the District may elect to execute it's own Exhibit E.

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


If the Contractor refuses or fails to comply with this section, such refusal or failure shall be considered sufficient cause for termination of the Agreement, in whole or in part, under Item 14., the default provision clause of the Agreement.

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

CONTRACTOR:

DISTRICT:

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



(Signature, Authorized Representative)



(Signature, Authorized Representative)

Jonathan Joseph

Signer's Name

Jennifer Root, Ed.d.
Assistant Superintendent, Business Services
Anaheim Union High School District

Regional Sales Manager

Title

47-2261493

(EIN)

562-704-2800

(Telephone)

jrjoseph@herffjones.com

(Email Address)

(Date)

(Date)

DISTRICT Board of Education Approval Date: XXXXXXXX, 2020

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

To the Governing Board of Anaheim Union High School DISTRICT:

I, (FIRST AND LAST NAME), certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at (CITY), (STATE) on (DATE), 2020.



Signature

Jonathan Joseph

Typed or printed name

Regional Sales Manager

Title

4501 W 62nd Street, Indianapolis IN 46268

Address

562-704-2800

Telephone



EXHIBIT N
Minami, Brad <minami_b@auhsd.us>

RE: Contract

1 message

Joseph, Jonathan R <jrjoseph@herffjones.com>

Mon, Apr 20, 2020 at 9:25 AM

To: "Minami, Brad" <minami_b@auhsd.us>

Cc: Shanna Egans <egans_s@auhsd.us>, "Bonnell, Travis J" <tjbonnell@herffjones.com>

Brad,

We accepted and approved the contract based on making the following changes to the RFP document. I understand that the RFP document can't be reopened since it was already finalized and awarded, so instead I have listed the changes in the email below for your approval and acceptance:

1. Payment terms of Net 30 from invoice. Invoice will be generated at 28 days out from graduation.
2. School names, estimated senior count and graduations listed below:

School	Total Senior Count	Graduation Dates
Gilbert & Polaris High Schools	225	Either Wednesday, May 28, 2020 Or Saturday, May 30 2020
Hope School	15	Either Wednesday, May 28, 2020 Or Saturday, May 30 2020
Oxford Academy	183	Either Wednesday, May 28, 2020 Or Saturday, May 30 2020
Loara High School	458	Either Wednesday, May 28, 2020 Or Saturday, May 30 2020
Kennedy High School	550	Either Wednesday, May 28, 2020 Or Saturday, May 30 2020
Katella High School	621	Either Wednesday, May 28, 2020 Or Saturday, May 30 2020
Magnolia High School	315	Either Wednesday, May 28, 2020 Or Saturday, May 30 2020
Anaheim High School	774	Either Wednesday, May 28, 2020

BOT 9

		Or Saturday, May 30 2020	EXHIBIT N
Western High School	489	Either Wednesday, May 28, 2020 Or Saturday, May 30 2020	
Savanna High School	365	Either Wednesday, May 28, 2020 Or Saturday, May 30 2020	
Cypress High School	644	Either Wednesday, May 28, 2020 Or Saturday, May 30 2020	
Total	4639		

The attached contract is signed based on the terms, school names, estimated senior count and graduation dates listed above. Please confirm back in email that these terms are accepted and that the contract is signed based on the above.

Thanks,

Jonathan

JONATHAN JOSEPH

Regional Sales Manager, Scholastic

562.704.2800//1601 N. Sepulveda Blvd #155//Manhattan Beach, CA 90266

HERFF JONES // BY YOUR SIDE

www.herffjones.com

CONFIDENTIALITY NOTICE: This e-mail and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance to this message. If you have received this in error, please notify us immediately by return e-mail and promptly delete this message and its attachments from your computer system.

From: Minami, Brad <minami_b@auhsd.us>
Sent: Monday, April 20, 2020 12:41 AM
To: Joseph, Jonathan R <jrjoseph@herffjones.com>
Cc: Shanna Egans <egans_s@auhsd.us>
Subject: Re: Contract

Thanks Jonathan. It looks like we are going to do graduation on 5/30 (Sat.).

Shanna and I will be unreachable tomorrow between 9-10:15, but please email or text me and I can get back to you as soon as I can.



PROPOSAL OF SERVICES FOR

ANAHEIM UNION HIGH SCHOOL DISTRICT

HERFF JONES  BY YOUR SIDE.



Dear Anaheim Union High School District,

Over the past few weeks, we've witnessed some unprecedented times which, unfortunately, have impacted the educational journey for students and administrators across the country. With many end of school year events postponed and/or rescheduled, we know that may mean changes to graduation plans for the Class of 2020.

As a trusted partner in celebrating achievement and elevating student experiences, we at Herff Jones have been working hard to find creative ways to help schools preserve those cherished senior year milestones for students and families. Today, I'm pleased to share with you a solution as unique as this year's graduating class.

In partnership with graduation technology experts and innovators MarchingOrder and StageClip, as an exclusive offering within the K-12 market, we've launched a virtual graduation ceremony platform that allows you to create and deliver a personalized celebration that students can easily share with family and friends. You'll be able to customize your virtual graduation to include traditional ceremony elements as well as personalized messages from graduates in their cap and gown.

Here is a brief demo video to show you how it works: https://youtu.be/bdil_W7bD-e4. I've also included a flyer that outlines some additional information.

MarchingOrder and StageClip each boast a reputable client base ranging from large to small institutions. By pairing the best of both organizations with Herff Jones' 100 years of experience celebrating and commemorating student achievement, we've ensured a virtual graduation will be easy to implement so you can remain focused on your students, staff and community as you continue to work through this rapidly changing situation.

Per the requirements of RFP 2020-GRAD, Virtual Commencement Solution for High School Graduation:

- The pricing is firm and an irrevocable proposal/offer being valid for up to ninety (90) days after RFP closing date.
- A complete graduation ceremony will be delivered 2 days prior to the date of graduation for review by site staff for appropriate content, accuracy, and overall completeness of a graduation ceremony. The District's graduation dates and must bear the signature of a person duly authorized to sign the proposal on behalf of the supplier.
- All terms and conditions of RFP 2020-GRAD are accepted with the following exceptions to payment terms and date of ceremony:
 - Invoices are due upon receipt of the invoice, within 30 days. A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.
 - The dates for these services are as follows before the ceremony: 34 days from signed High School Virtual Commencement Agreement.

Please accept our enclosed bid response for your school district. We hope you will find the product proposed meets, or exceeds, your expectations. If there are any questions, please feel free to contact me. Thank you for your consideration of our proposal, and we look forward to virtual graduation a solution, to bring your community together to recognize the Class of 2020.

Thank you for all you do for your students and community. Together, we will get through this.

By your side,

JONATHAN JOSEPH

Regional Sales Manager, Scholastic

1601 N. Sepulveda Blvd #155

Manhattan Beach, CA 90266

562.704.2800

jrjoseph@herffjones.com



A NOTICE REGARDING COVID-19

Herff Jones is committed to ensuring the safety, health and well-being of our people and our customers. While the impact of the COVID-19 (coronavirus) pandemic is unprecedented in the U.S. and globally, rest assured that we have a dedicated team working around the clock to assess and reassess any potential impacts to our workplace as well as our ability to serve our customers. We have been and will continue to make decisions based on recommendations from the Centers for Disease Control (CDC), World Health Organization (WHO) as well as local and national health

officials. In consideration of the CDC and WHO guidelines, electronic signatures have been used in this proposal submission and shall constitute an effective original signature under this Agreement. As a precaution against COVID-19, samples of diplomas and diploma covers are unavailable at this time. Herff Jones will provide samples prior to ordering under this Agreement.

PRICING

VIRTUAL GRADUATION

Per Student	\$12.00
-------------	---------

Note: 4,600 student minimum

PRICE

ONE SOURCE.
ALL PRODUCTS.
VALUE.

Arizona State University

Tempe AZ 85281

480-965-2100

REFERENCES

RESPECTED.
CONNECTED.
LOYAL.

Shawnee State University

Portsmouth Ohio 45662

(740) 351-3205

Penn State University

University Park,

Pennsylvania 6802

814-865-4700

DATES ORDERS ARE REQUIRED TO BE PLACED

The dates for these services are as follows before the ceremony:

1. 34 days – if a procession will be occurring
2. 28 days – the last day to add students to the ceremony
3. 21 days – the last day for students to submit videos, slides, and name recordings
4. 14 days before – the last day to submit commencement speeches

FERPA COMPLIANCE

Herff Jones is in compliance with FERPA. Please reference our privacy policy at:

<https://www.herffjones.com/about/privacy/#info>

We have a signed Student Data Privacy Agreement with LAUSD and are in compliance.

THE HERFF JONES STORY

FOR OVER 100 YEARS, our mission at Herff Jones has been to elevate student experiences throughout the lifelong journey of education.

We began manufacturing class rings, medals, pins and other emblematic jewelry, and as our company has grown, so has the number of products and services we offer. Today we are the leading provider of graduation and recognition products and services designed to inspire student achievement.

Our products include class rings, commemorative jewelry, graduation regalia, and yearbooks, as well as motivation and recognition tools and resources. We partner with schools to create engaging campus environments and help commemorate and celebrate the education experience. As a part of Varsity Brands, which includes

BSN Sports and Varsity Spirit, we are passionate about empowering today's students by encouraging participation, recognizing achievement, and building community and school spirit.

There's a reason schools from all across the U.S. and Canada turn to us, and continue to do so year after year. Our experience in the industry, along with our dedicated employees and representatives, make us fully qualified to be your school's official provider.

Together we can preserve and build on your school's culture and traditions with customized products and offerings that inspire students, capture experiences and celebrate achievements.

It's why we're here. **By your side.**

HERFF JONES | BY YOUR SIDE.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Hercules Achievement Inc

2 Business name/disregarded entity name, if different from above
Herff Jones LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4501 W 62nd St

6 City, state, and ZIP code
Indianapolis, IN 46268

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

4	7	-	2	2	6	1	4	9	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Nichole R. Boyles Date ▶ 1-22-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

EXHIBIT N 04/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. fka Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Company of Ame</td> <td></td> <td>25674</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Travelers Property Casualty Company of Ame		25674	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Herff Jones, LLC 4501 W. 62nd Street Indianapolis, IN 46268																					

COVERAGES

CERTIFICATE NUMBER: W16215956

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

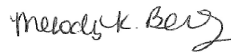
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	TJ-GLSA-6E004859-TIL-19	07/30/2019	07/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TJ-CAP-6E004847-TIL-19	07/30/2019	07/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2J-UB-6N324265-19	07/30/2019	07/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The District, its Governing Board, officers, agents and employees are included as Additional Insureds as respects to General Liability.

General Liability and Auto Liability policies shall be be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured(s).

CERTIFICATE HOLDER**CANCELLATION**

ANAHEIM UNION HIGH SCHOOL DISTRICT 501 N. Crescent Way Anaheim, CA 92801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



HIGH SCHOOL VIRTUAL COMMENCEMENT AGREEMENT

Subject to the terms of this Virtual Commencement Agreement (including the Terms and Conditions on the reverse side), Customer (school) named below hereby engages HERFF JONES, LLC, and Herff Jones agrees, to provide a virtual commencement experience for the 2020 school year.

School Name ("**Customer**"): _____

Address: _____

City/State/Zip: _____

Expected Graduation Class Number: _____

Commencement Coordinator Contact

Name : _____

Title: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

Bill to:

Name as it should appear on the invoice: _____

Attention to: _____ Email (Invoices will be email to this person) _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Tax Exemption Number: _____ On File? yes/no (HJ to confirm)

Customer PO _____ (to be added only If needed on Invoice)

Customer number (to be filled In by Herff Jones) _____

Commencement Information

Time: _____

Date: _____

Place: _____

Pricing Information

Cost: _____

Individual schools - \$5k minimum or \$9 per student, whichever is greater

District (500 student minimum) - \$12 per student

TERMS AND CONDITIONS OF THIS VIRTUAL COMMENCEMENT AGREEMENT

This Virtual Commencement Agreement will be governed by Indiana law. The Parties agree **Herff Jones** shall provide virtual commencement services for **Customer** based on the Commencement Information.

Herff Jones shall not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Invoices are due upon receipt of the invoice, within 30 days. A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.

Customer represents and warrants that it has all necessary rights to any materials provided to Herff Jones for inclusion in **Customer** Commencement. **Customer** will not provide any materials to **Herff Jones** which are or may be in violation of any right of any third party, including copyright. **Herff Jones** does not knowingly utilize any material which is in violation of any copyright or proprietary rights, or is tortious or illegal. **Herff Jones** reserves the right to refuse to display any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which **Customer** is located (as identified herein), **Customer** agrees to indemnify, defend, and hold harmless **Herff Jones** and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorneys' fees resulting from or arising out of printing of any material submitted to **Herff Jones** by **Customer** or its representative.

Customer agrees to provide sufficient information by deadlines in order for **Herff Jones** to provide Virtual Commencement. **Customer** hereby authorizes **Herff Jones** to share any information provided by **Customer** with **Herff Jones** service partners in order to deliver the Virtual Commencement or other related product or services.

The Virtual Ceremony will provide the following per student, if submitted by the appropriate deadline:

1. An audio recording of the student's name being read
2. A personalized slide specific to that student
3. A personalized video message attached
4. The opportunity to download the exclusive clips for one year after the ceremony date

The Virtual Ceremony will provide the following to each school, if submitted by the appropriate deadline:

1. Social media statistics of clip usage
2. Up to 4 speeches prior to ceremony and 1 post ceremony, totaling no more than 60 minutes.
3. A processional, if requested

The dates for these services are as follows before the ceremony:

1. 34 days – if a procession will be occurring

- 2. 28 days – the last day to add students to the ceremony
- 3. 21 days – the last day for students to submit videos, slides, and name recordings
- 4. 14 days before – the last day to submit commencement speeches

Customer acknowledges and agrees that **Herff Jones** may use reproduction, samples or copies of **Customer's** Commencement for educational, recognition, marketing or other promotional purposes without compensation to **Customer**.

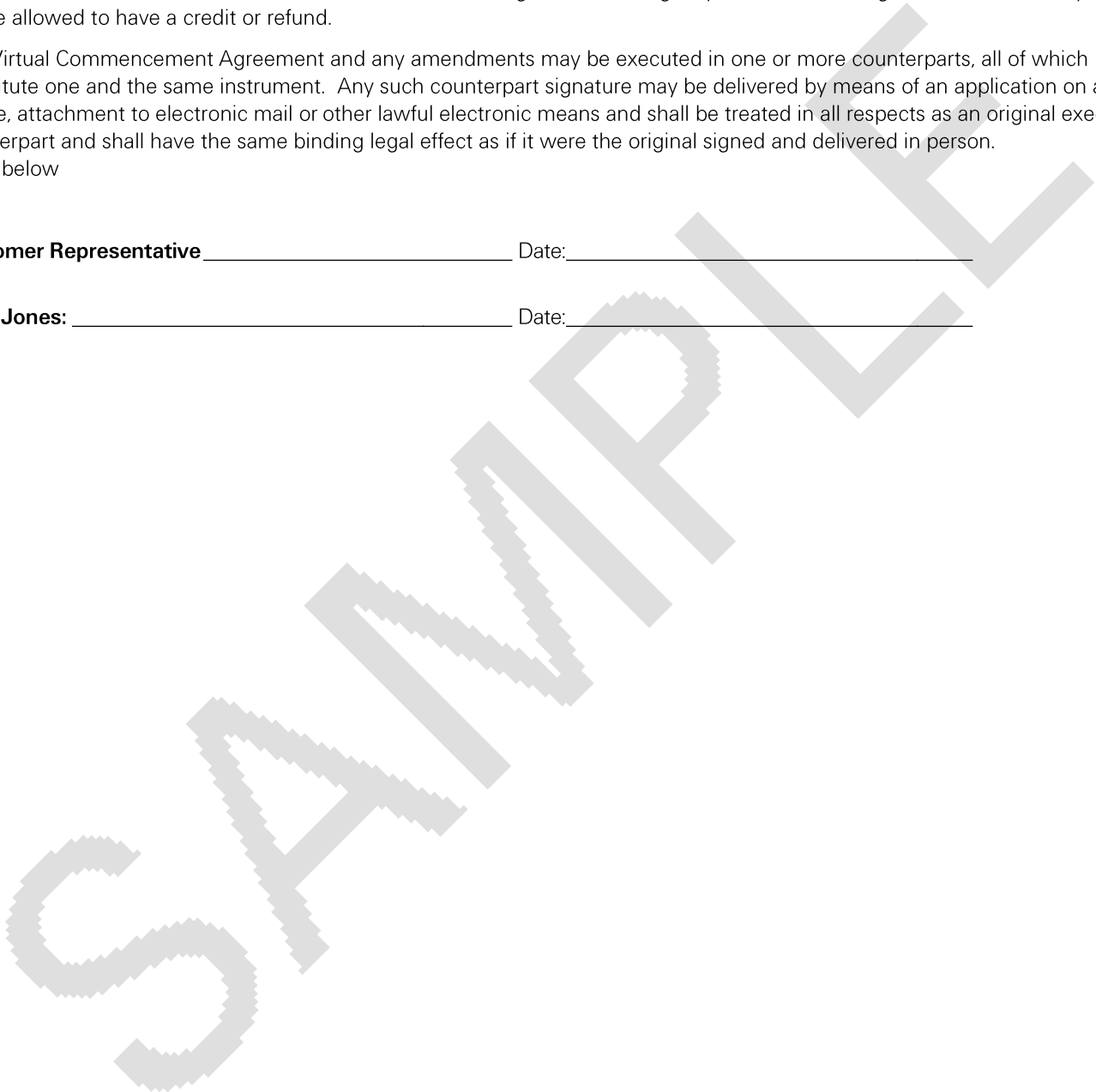
In the event that the **Customer** decides not to hold a virtual commencement a refund may be issued if cancellation is 45 days before the ceremony. If notice is given between 45 days and 28 days before the ceremony, then the cost of the ceremony may be applied as a credit with **Herff Jones** towards future MarchingOrder and StageClip services. Notice given after the 28 day mark will not be allowed to have a credit or refund.

This Virtual Commencement Agreement and any amendments may be executed in one or more counterparts, all of which constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person.

Initial below

Customer Representative _____ Date: _____

Herff Jones: _____ Date: _____



Announcing a powerful partnership to deliver a premium virtual graduation.

EXHIBIT N

THE ULTIMATE VIRTUAL GRADUATION CEREMONY.



Given the current challenges of closed campuses and cancelled graduations, celebrating and recognizing the Class of 2020 is as important as ever. This solution allows for speeches to still happen, graduates to be individually recognized, and positive memories to be made.

Herff Jones, in collaboration with StageClip and MarchingOrder, is pleased to announce a virtual commencement solution that provides high schools with a proven, easy-to-implement platform to recognize this year's graduates.

VIRTUAL GRADUATION MADE SIMPLE.

Leveraging the industry-leading, student-centric technologies of StageClip and MarchingOrder, your school will be able to:

- Host an online ceremony with or without a graduate procession
- Virtually gather students and their families to celebrate 2020 graduation
- Play audio of each student's names, pronounced correctly, as their personalized slide is displayed
- Collect personalized content for ongoing communications
- Gift each senior their individual #MoveTheTassel moment with a school branded, personalized video clip. Perfect for sharing with loved ones on social media.



MarchingOrder allows you to celebrate and personalize the big moment.



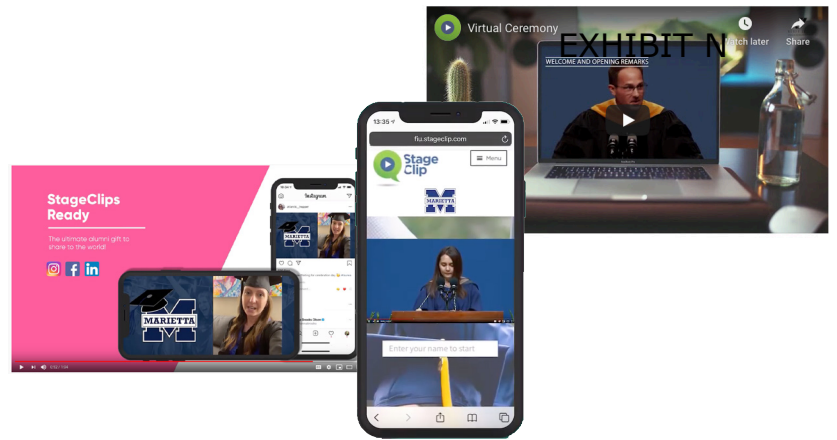
With StageClip, graduates can actively participate in the virtual ceremony and share on social media.

#GradAWAYtion #MoveTheTassel #ClassOf2020Strong



ABOUT STAGECLIP.

With StageClip, your graduates can share this big moment with individualized video clips and content, which can be posted to social media instantly. If your commencement ceremony has been postponed or cancelled, you can still honor and celebrate the resilient Class of 2020!



ABOUT MARCHINGORDER.

MarchingOrder uses the latest technology to make graduation ceremonies run more smoothly and efficiently. It ensures every name is pronounced properly and every graduate receives personalized recognition.

MarchingOrder has been used for thousands of ceremonies, large and small, and can be customized to suit the needs of your school.

HERFF JONES BRINGS IT ALL TOGETHER. SIMPLY.

As always, Herff Jones is BY YOUR SIDE to elevate experiences and celebrate student achievements.

- In addition to this exclusive partner offering, we offer customized graduation gift programs to thank your graduates during these unprecedented, unexpected times.
- If you still intend on having your commencement at a later date, Herff Jones will be on-site to provide the service and support you need.
- Pricing is available by school or district. Contact your Herff Jones rep for details.
- Herff Jones generates zero revenue from our virtual graduation offering. Every dollar goes to our technology partners. Herff Jones is proud to be able to bring this innovative solution to our schools to honor graduates during these unprecedented times.

WE'RE HERE. AND WE'RE READY TO HELP.

We're here for you and your students. Let us know how we can help you. To learn more about setting up Virtual Commencement for your school, go to herff.ly/virtualgraduation or talk to your Herff Jones scholastic partner.

WHEN YOU ARE READY, REGISTER.

Simply click on the link and complete the registration process for ordering a Virtual Commencement ceremony: <https://www.herffjones.com/ceremony/>

THANK YOU
FOR YOUR TIME AND
CONSIDERATION



INDEPENDENT STUDY**7807 (6158)**

The Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, a home-based format, and an online course.

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700)

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he or she would in the regular classroom setting.

The minimum period of time for any independent study option shall be five consecutive school days.

Written Agreements

The Superintendent or designee shall ensure that a written master agreement and, as appropriate, a learning agreement for students participating in course-based independent study exist for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The master agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his or her peers and increase the risk of dropping out of school, independent study assignments shall be no more than 20 school days for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain

in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.

Student-Teacher Conferences

Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Teachers are expected to monitor student progress and work closely with each student to determine the amount and type of contact needed for the student to be successful in the program.

Missing appointments with the supervising teacher without valid reasons may trigger an evaluation to determine whether the student should remain in independent study.

Legal Reference:

EDUCATION CODE

- 17289 Exemption for facilities
- 41976.2 Independent study programs; adult education funding
- 42238 Revenue limits
- 42238.05 Local control funding formula; average daily attendance
- 44865 Qualifications for home teachers and teachers in special classes and schools
- 46200-46208 Instructional day and year
- 46300-46307.1 Methods of computing average daily attendance
- 47612.5 Independent study in charter schools
- 48204 Residency
- 48206.3 Home or hospital instruction; students with temporary disabilities
- 48220 Classes of children exempted
- 48340 Improvement of pupil attendance
- 48915 Expulsion; particular circumstances
- 48916.1 Educational program requirements for expelled students
- 48917 Suspension of expulsion order
- 49011 Student fees
- 51225.3 Requirements for high school graduation
- 51745-51749.6 Independent study programs
- 52522 Adult education alternative instructional delivery
- 52523 Adult education as supplement to high school curriculum; criteria
- 56026 Individuals with exceptional needs
- 58500-58512 Alternative schools and programs of choice

FAMILY CODE

- 6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5
11700-11703 Independent study
19819 State audit compliance

UNITED STATES CODE, TITLE 20
6301 Highly qualified teachers

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS

Lucerne Valley Unified School District, Case No. 03-02 (2005)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Elements of Exemplary Independent Study

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Board of Trustees

Approved: October 9, 1980

Revised: May 12, 1986

Revised: March 8, 1990

Revised: February 1993

Revised: July 1995

Revised: May 1998

Revised: March 2000

Revised: January 2005

Revised: February 2009

Revised: TBD

E

INDEPENDENT STUDY**7807-R (AR 6158)****Educational Opportunities**

Educational opportunities offered through independent study may expand educational opportunities for students with various learning needs.

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his or her regular classes.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his or her individualized education program specifically provides for such participation. (Education Code 51745)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his or her progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate
8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
9. Signatures of the student, the parent/guardian or caregiver of the student if the student is

under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district may offer a course-based independent study program for students in grades 7-12 subject to the following requirements: (Education Code 51749.5)

1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

2. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as equivalent classroom-based courses and shall be aligned to all relevant local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.

3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to Education Code 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.

4. Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.

Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

If satisfactory educational progress is not being made, the teacher shall notify the student and, if the student is under age 18 years, his or her parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether he or she should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If

the student transfers to another California public school, the record shall be forwarded to that school.

5. Examinations shall be administered by a proctor.
6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
7. A student shall not be required to enroll in courses included in this program.
8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
10. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.
12. A student shall not be prohibited from participating in independent study solely on the basis that he or she does not have the materials, equipment, or Internet access necessary to participate in the course.

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, his or her parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to this program
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an

alternative program, which may include, but is not limited to, a regular school program

5. The specific resources, including materials and personnel, that will be made available to the student
6. A statement that the student is not required to enroll in courses in this program
7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
5. Providing direct instruction and counsel as necessary for individual student success

6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades 7-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he or she has personally evaluated the work or that he or she has personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

EXHIBIT P
 Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020/2021

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Anaheim Union High School District District CDS Code: 30 66431 0000000

Name of County: Orange County CDS Code: 30 10306 0000000

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05/07/2020 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2020.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Michael Matsuda</u>		<u>Superintendent</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>(714) 520-9754</u>	<u>(714) 999-3502</u>	
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

501 North Crescent Way, Anaheim, CA 92701
Mailing Address

matsuda_m@auhsd.us
Email Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

EXHIBIT P

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

<i>Mailing Address</i>		

<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subject(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	5 _____
Bilingual Authorization (applicant already holds teaching credential)	5 _____
List target language(s) for bilingual authorization: Spanish, Korean, Vietnamese	
Resource Specialist	5 _____
Teacher Librarian Services	5 _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	15
Special Education	15
TOTAL	35

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 5

If yes, list each college or university with which you participate in an internship program.

Cal State Fullerton, Cal State Long Beach, National University, Azusa Pacific,
Chapman University,

If no, explain why you do not participate in an internship program.

CHANGE ORDER NO. 02

(Additive)

PROJECT: RFP #2018-13 Savanna High School Modernization

TO: Erickson Hall Construction Company

You are hereby directed to comply with this Change Order

DESCRIPTION OF CHANGE: Work Orders Outside of GMP and Project Savings

Description of Work Orders	Contingency (outside of GMP)	Amount
Work Order 01 (COP 06R1) INC 4 - Abatement of unknown asbestos containing tile under existing floor, in office.	Unforeseen	\$4,162.00
Work Order 01 (COP 13R1/PR 7) INC 4 - Remove and replace concrete that was existing to remain in old team room and old training room.	Unforeseen	\$20,618.00
Work Order 01 (COP 19/PR 9) INC 4 - Remove and replace existing west mechanical room wall and provide gyp board on each side of wall (excludes cost from plumber).	Unforeseen	\$11,821.00
Work Order 4 (COP 32/PR 19) INC 4 - Revise Motorized Swing gate (excludes bollard and catch basin).	District	\$68,915.00
Work Order 7 (COP 47/PR 16) INC 4 - Add catch basin and storm drain piping at pump station.	Unforeseen	\$73,361.00
Work Order 7 (COP 57/PR 19) INC 4 - Add bollard and catch basin at motorized swing gate.	District	\$5,074.00
Work Order 7 (COP 60R1/PR's 1 & 2) INC 3 - New Gateway Material for added Alarm Locks.	District	\$8,542.00
Work Order 7 (COP 64/ASI 26) INC 4 - Exterior locker room light connections revised to be controlled by time clock.	District	\$2,525.00
Work Order 7 (COP 69) INC 3 - Connect gas at library.	District	\$9,829.00
Work Order 10 (COP 29/RFI 79) INC 4 - Provide OM4 cable to MDF in lieu of OM3.	District	\$5,245.00
Work Order 10 (COP 67/PR 50R1) INC 3 - Install conduit to irrigation controller and tie in manual zones to cafeteria landscape area.	District	\$5,425.00
Work Order 10 (COP 68/RFI's 56&85) INC 3 - Revise lighting controls at Quad.	District	\$3,812.00
Work Order 10 (COP 73/ASI 22) INC 3 - Add skate deterrent chamfers at north entry.	District	\$3,150.00

Description of Work Orders	Contingency (outside of GMP)	Amount
Work Order 10 (COP 74R1/PR 58) INC 4 - Roof railing extension.	District	\$12,520.00
Work Order 10 (COP 76) INC 3 - Cost for investigation of storm drain at bldg B.	District	\$1,330.00
Work Order 10 (COP 77/PR 57) INC 4 - Demolish housekeeping pad in conflict electrical panel	District	\$1,704.00
Work Order 10 (COP 78/RFI 46) INC 3 - At light foundations replace j-hook anchor bolts w/straight anchor bolts.	District	\$2,106.00
Work Order 11 (COP 33R1/RFI's 40&42) INC 4 - Fire Line Revisions.	Unforeseen	\$37,742.00
Work Order 11 (COP 52/PR 37) INC 4 - Add motion sensors to boys/girls locker room.	District	\$1,265.00
Work Order 11 (COP 62) INC 3 - Investigate SD near cafeteria and room 28.	District	\$1,655.00
Work Order 11 (COP 70R1) INC 4 - Temporary gymnasium power and lighting	District	\$2,361.00
Work Order 11 (COP 79/RFI 79) INC 3 - Revise East Entry lights to be end feed.	District	\$2,899.00
Work Order 11 (COP 80) INC 4 - Paint exterior of gymnasium.	District	\$53,254.00
Work Order 13 (COP 71R1) INC 4 - Replace existing fiber pathway from bldg A3 to Locker Room.	Unforeseen	\$6,367.00
Work Order 13 (COP 81) INC 4 - District cost to complete door hardware installation.	District	(\$2,300.00)
TOTAL WORK ORDERS OUTSIDE OF GMP		\$343,382.00

Total Project Savings (see page 18 of 18 Continuation Sheet)	75% District Share per CSA	25% Contractor Share per CSA
\$0	\$0	\$0

Board Approved Not-to-Exceed GMP Amount with Contingencies Inside and Outside of GMP	\$15,750,036.00
Board Approved Amended Contract GMP	\$15,239,972.00
Contingencies Outside of GMP	\$510,064.00
Change Order #2	\$343,382.00
Balance Available from Contingencies Outside of GMP/District Savings	\$166,682.00
Final Contract Value Paid to Contractor	\$15,583,354.00

TIME FOR COMPLETION:

Original completion date: 355 consecutive calendar days for Increments No. 03 & 04
 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

DISTRICT

By:

Signature

JUSTIN SENNOFF

Print Name

CONSTRUCTION MANAGER

Title

Date

4/20/20

Date

4/27/2020

ARCHITECT

By:

Signature

Brian Dougherty, FAIA

Print Name

Principal

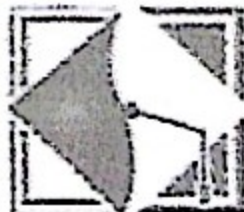
Title

Date

4/21/20

Immediate Change Directive

EXHIBIT R



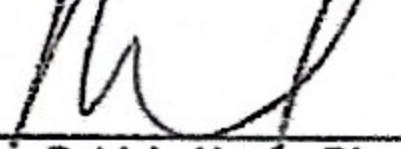



Project Name: Multi-Site Pool Pump VFD Installation	School: Various
Project No.: 2019-40	DSA Application No.: NA
Architect: NA	ICD No. 001
Project Manager: Tom Rizzuti, AUHSD	CG COR No. NA
Contractor: Horizon Mechanical	Reference RFIs: NA
	Reference CCD: NA
	Issue Date: 8/20/2019

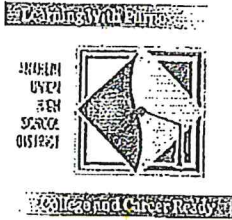
DESCRIPTION: Pursuant to the executed General Conditions, Article 59(a), this Immediate Change Directive (ICD) is issued to direct Horizon Mechanical to change the specified variable frequency drives (VFD) from the SPCS Eko Flex to the Pentair AcuDrive and to remove furnishing and installing controllers from the scope of work at all sites. Proceed only with the installation of AcuDrive VFD's. Please provide all appropriate additional costs and credits in writing to the District for approval prior to commencing work.

REASON: The District has elected not to proceed with controllers at this time.

Subcontractor	Description	Material	Equipment	Labor	Totals
None					
	Subtotal	\$0.00	\$0.00	\$0.00	\$0.00

(a) Material (attach itemized quantity and unit cost plus sales tax)	\$1,969.75
(b) Equipment, sales tax & freight (attach invoices)	\$56,414.04
(c) Actual Labor Cost (attach itemized hours and rates)	\$33,800.00
(d) Subtotal (a-c)	\$92,183.79
(e) If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed 10% of item (d)	\$0.00
(f) Subtotal	\$92,183.79
(g) Contractors Overhead and Profit: 5%	\$4,609.19
(h) Subtotal	\$96,792.98
(i) Bond: 3% of Item (h)	\$2,903.79
(j) TOTAL	\$99,696.77
(k) Time Extension / Days	0

District Approval:	 _____ Patricia Neely, Director FPDC	Date <u>8/29/19</u>
Consultant Approval:	 _____ Peter Davi, Project Manager	Date <u>8/29/19</u>
Project Manager AUHSD	 _____ Tom Rizzuti	Date <u>8/29/19</u>
Contractor:	 _____ John Gordon	Date <u>08/23/2019</u>



Facilities Planning, Design and Construction
 501 Crescent Way ~ P.O. Box 3520
 Anaheim, CA 92803-3520
 Tel: 714.999.5454 Fax: 714.520.5741

Project Name: Cypress HS Relocatable Buildings
 Project Number: 2020-08

P.O. #
 DSA #: 04-118655

Work Order

To: *IVL Contractors, Inc.*
 P.O. Box 866
 Rialto, CA 92377

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.

- Fabricate and install 3 (three) additional classroom signs at adjacent portables \$600.00 ADD
- Credit back allowance per Summary of Work Item 1.13 <\$30,000.00> DEDUCT

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, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

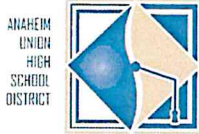
- Lump Sum <\$29,400.00> Not to Exceed _____
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with contract unit prices

TIME:

- No Change Impact unknown at this time Impact to contract completion date is estimated at _____ days
 - Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. _____ days _____)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business	<i>[Signature]</i>	4/27/2020
AUHSD Patricia Neely	<i>[Signature]</i>	4/27/2020
Contractor	<i>[Signature]</i>	4/27/2020
Architect	<i>[Signature]</i>	4/27/2020
Project Manager	<i>[Signature]</i>	4/27/2020
IOR	<i>[Signature]</i>	4/27/2020

Learning With Purpose



College and Career Ready

Facilities Planning, Design and Construction
 501 Crescent Way ~ P.O. Box 3520
 Anaheim, CA 92803-3520
 Tel: 714.999.5454 Fax: 714.520.5741

Project Name: Western HS Security Fencing
Project Number: 2020-12

P.O. #
DSA #: n/a

Work Order

To: *J & A Fence*
 824 N. Todd Ave
 Azusa, CA 91702

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.

- Repair on existing pony wall as per proposal #1379 \$9,340.00 ADD
- Credit back allowance as per Summary of Work Sec. 1.13 <\$30,000.00> DEDUCT

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 <\$20,660> Not to Exceed _____
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with contract unit prices

TIME:

- No Change Impact unknown at this time Impact to contract completion date is estimated at _____ days
 - Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. _____ days _____)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business	<i>[Signature]</i>	4/22/2020
AUHSD Patricia Neely	<i>[Signature]</i>	4/23/2020
Contractor	<i>[Signature]</i>	4/29/2020
Architect	<i>[Signature]</i>	
Project Manager	<i>[Signature]</i>	4/23/2020
IOR	<i>[Signature]</i>	

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 05/07/2020

EXHIBIT U

FROM 03/31/2020 TO 04/27/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64R1418	A ALVARADO PAINTING	7,300.00	7,300.00	0132237081 5610	OR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
N64T0519	ADORAMA	641.11	641.11	0102087072 4410	SUPERINTENDENT/SP EVENTS/ADM / EQUIPMENT
N64X0456	AIRGAS USA LLC	5,000.00	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
N64R1440	ANAHEIM GLASS INC	10,026.00	10,026.00	0132234081 5610	OR/GLASS/MO / REPAIRS/MAINT - O/S SERVICES
N64T0522	APPLE INC	1,067.80	1,067.80	0102087072 4410	SUPERINTENDENT/SP EVENTS/ADM / EQUIPMENT
N64R1427	AWARDS BY PAUL	6,325.15	6,325.15	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
N64X0457	AWARDS BY PAUL	3,791.72	1,895.86	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLI
			1,895.86	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
N64T0532	BLINDSIDE NETWORKS INC	60,000.00	60,000.00	0108102577 5880	EIT/EMERGENCY EXPENDITUREE/INS / OTHER
N64T0525	BRAINPOP LLC	2,550.00	2,550.00	0131000910 5880	BR/LCFFF-CONCENTRATION/INSTR / OTHER
N64R1419	CAL BUILDING SYSTEMS INC	780.00	780.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
N64R1436	CAL BUILDING SYSTEMS INC	780.00	780.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
N64X0458	CALIFORNIA DEPARTMENT OF EDUC.	50,000.00	50,000.00	2656731185 6220	GOB SERIES 2018 - MEAS H / PLANNING - CDE PLAN
N64T0520	CDW GOVERNMENT INC.	4,951.77	4,951.77	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
N64R1446	CHAPMAN COAST ROOF COMPANY INC	19,347.00	19,347.00	0120241081 5610	ANAHEIM/ROOF/MO / REPAIRS/MAINT - O/S
N64R1415	CITY OF ANAHEIM	3,080.00	3,080.00	0122000010 5805	MA/INSTR / INSTRUCTIONAL PROF CONSULTANT
N64C0130	CREATIVE BUS SALES	538.74	538.74	0179113036 5880	GARAGE/TRANS-REG ED/TRANSPORT / OTHER
N64R1432	CRISP IMAGING	35,000.00	35,000.00	0156156072 5880	FACILITIES/GENL ADM / OTHER OPERATING
N64C0128	CULVER NEWLIN	14,811.81	6,774.20	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			8,037.61	0128000010 4410	CY/INSTR / EQUIPMENT - NON-CAPITALIZED
N64R1453	DALIA TAWFIG	177.00	177.00	0127177072 5230	KENNEDY/RISK MANAGEMENT/OTHER /
N64T0523	EHP SOLUTIONS	913.60	913.60	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
N64T0524	EHP SOLUTIONS	858.63	858.63	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64C0129	FLEET SERVICES INC	613.10	613.10	0179113536 4410	GARAGE/TRANS-SP ED/TRANSP / EQUIPMENT -
N64S0117	GLASBY MAINTENANCE SUPPLY CO.	7,542.50	7,542.50	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64T0518	GOVERNMENTJOBS.COM	10,237.50	10,237.50	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING
N64C0120	GREAT SCOTT TREE SERVICE INC	4,600.00	4,600.00	0147222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
N64R1422	HILLYARD FLOOR CARE SUPPLY	70,771.80	1,880.28	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT -
			68,891.52	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIE
N64C0137	HONORS GRADUATION LLC	8,556.38	8,556.38	0153000921 4320	SP PROG/LCFF (EIA)/SUPRV INSTR / OTHER
N64R1447	HONORS GRADUATION LLC	886.23	886.23	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
N64T0521	INTELESYSONE INC.	3,292.74	1,999.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 05/07/2020

EXHIBIT U

FROM 03/31/2020 TO 04/27/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64T0521	*** CONTINUED ***				
			1,293.74	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
N64T0511	LOADBALANCER.ORG INC.	1,390.00	1,390.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
N64R1424	NORTH ORANGE COUNTY ROP	626.54	626.54	0117597092 7223	IS/HEALTH CAREER OPTY PROG / ROP TRANSFER
N64C0127	O'REILLY AUTO PARTS	1,340.61	1,340.61	0111220081 4370	OPERATIONS - GENERAL / REPAIRS - EQUIPMENT
			0.00	0179113536 4410	GARAGE/TRANS-SP ED/TRANSP / EQUIPMENT -
N64R1441	ORANGE COUNTY CIRCUIT BREAKERS	210.11	210.11	0120231081 4355	ANAHEIM/ELECTRIC/MO / MAINTENANCE SUPPLIE
N64R1425	ORANGE COUNTY PUBLIC SAFETY	38,406.00	38,406.00	0100102583 5810	EMERGENCY EXPEND/SERVICES/SEC /
N64R1435	P.L. GRANT AND ASSOCIATES LLC	500.00	500.00	0117750110 5880	IS/DISTRICT PD/INSTR / OTHER OPERATING
N64A0279	PACIFIC AUDIOLOGICS	70,000.00	70,000.00	0119283039 5810	SYS/OTHER PUPIL / NON-INSTRUCTIONAL PROF
N64R1423	PETERSON TREE WORKS	5,000.00	5,000.00	0131222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
N64R1454	PROJECT LEAD THE WAY INC	2,400.00	2,400.00	0117393010 1102	INSTR SVC/VEA-2B/INSTR / TEACHERS -
N64T0526	QUEST SOFTWARE	403.85	403.85	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
N64R1420	SCP DISTRIBUTORS LLC	660.00	660.00	0121240081 5610	WESTERN/POOL/MO / REPAIRS/MAINT - O/S
N64T0512	SEHI COMPUTER PRODUCTS INC	281.53	281.53	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
N64T0513	SEHI COMPUTER PRODUCTS INC	56,665.21	27,062.50	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			29,602.71	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
N64T0514	SEHI COMPUTER PRODUCTS INC	259.68	259.68	0123381010 5880	SA/TITLE I/INSTR / OTHER OPERATING EXPENSES
N64T0515	SEHI COMPUTER PRODUCTS INC	443,105.50	408,366.90	0108000877 4310	INFORMATION SERVICES/DP / INSTRUCTIONAL
			34,738.60	0108000877 4410	INFORMATION SERVICES/DP / EQUIPMENT -
N64T0516	SEHI COMPUTER PRODUCTS INC	48,039.91	48,039.91	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
N64T0517	SEHI COMPUTER PRODUCTS INC	1,517.89	1,517.89	0172172083 4410	SAFE SCHOOLS / EQUIPMENT - NON-CAPITALIZED
N64T0528	SEHI COMPUTER PRODUCTS INC	167,500.00	167,500.00	0108102577 5880	EIT/EMERGENCY EXPENDITUREE/INS / OTHER
			0.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
N64T0529	SEHI COMPUTER PRODUCTS INC	26,111.81	26,111.81	0121381010 4310	WE/ECIA TITLE I/INSTRUCTI / INSTRUCTIONAL
N64T0531	SEHI COMPUTER PRODUCTS INC	1,025.58	73.07	0140381010 4310	SOUTH/ECIA1/INSTR / INSTRUCTIONAL MATL &
			952.51	0140381010 4410	SOUTH/ECIA1/INSTR / EQUIPMENT -
N64R1421	SOCALGRAD	16,696.94	16,696.94	0117750610 4320	IS/CTE/INSTR / OTHER OFFICE/MISC SUPPLIES
N64R1448	SOCALGRAD	282.04	282.04	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MA
N64R1426	SOUTHWEST SCHOOL AND OFFICE SU	7,003.75	7,003.75	0100102572 4320	EMERGENCY EXPEND/SERVICES/ADM / OTHER
N64S0116	SOUTHWEST SCHOOL AND OFFICE SU	7,003.75	7,003.75	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64T0527	ZENDESK INC	89.70	89.70	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 05/07/2020

EXHIBIT U

FROM 03/31/2020 TO 04/27/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 01 Total:	1,180,960.98		
		Fund 26 Total:	50,000.00		
		Total Amount of Purchase Orders:	1,230,960.98		

ANAHEIM UHSD

EXHIBIT V

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

05/07/2020

FRO 03/31/2020 TO 04/27/2020

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J64A0395	PERKINS EASTMAN ARCHITECTS DCP	5,500,000.00	+2,500,000.00	2600731185 6212	GOB SERIES 2018 - MEAS H / PLANNING - ARCHITECT
M64A0108	ARCH PAC AQUATICS LLC	88,200.00	+30,000.00	0100000081 5810	GEN FUND/MO / NON-INSTRUCTIONAL PROF CONSUL
M64A0350	FAST TRACK CONSTRUCTION CORPOR	2,972,751.02	+392,751.02	2621731185 6165	WE/BOND SERIES 2018 - MEAS H / SITE CONSTRUCTION
N64A0072	ALC SCHOOLS LLC	119,935.00	+29,935.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
N64R0414	COLLEGE BOARD	235.00	+40.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
N64R0959	A ALVARADO PAINTING	12,600.00	+1,800.00	0150237081 5610	ADMIN/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
N64S0112	SOUTHWEST SCHOOL AND OFFICE SU	9,761.93	+276.05	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
N64T0392	CDW GOVERNMENT INC.	14,062.07	-291.08	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC SUPPLIES
N64T0510	BRAINPOP LLC	2,295.00	+1,895.00	0132000910 5880	OR/LCFF-CONCENTRATION/INSTR / OTHER OPERATIN
N64X0027	J AND B MATERIALS	6,800.00	+1,800.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
N64X0068	DARTCO TRANSMISSION SALES SVC	25,500.00	+500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
N64X0172	KENNEDY HIGH SCHOOL	30,738.00	+20,738.00	0127028040 5810	KE/ATHLET/ANCILLARY / NON-INSTRUCTIONAL PROF
N64X0334	AWARDS BY PAUL	4,365.37	+880.61	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIES
			+484.76	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC SUPPLIES
N64X0345	COMPREHENSIVE DRUG TESTING INC	7,605.00	+1,605.00	0105105072 5810	CLASS HR/GENL ADM / NON-INSTRUCTIONAL PROF
N64X0390	CRISP IMAGING	30,000.00	-927.02	0100000081 5610	GEN FUND/MO / REPAIRS/MAINT - O/S SERVICES
			-269.92	0110230081 5580	MAINTENANCE/MO / SANITATION
			-116.68	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICES
			-220.59	0110230081 5880	MAINTENANCE/MO / OTHER OPERATING EXPENSES
			-159.47	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
			-11,778.07	0156156072 5880	FACILITIES/GENL ADM / OTHER OPERATING EXPENSES
			-402.09	2527710185 6241	KE/DEV FEES/ACQ / REPROGRAPHICS/IMAGING
			-274.72	2528710185 6241	CY/DEV FEES/ACQ / REPROGRAPHICS/IMAGING
			-216.17	2620731185 6241	ANA/BOND SERIES 2018 - MEAS H /

ANAHEIM UHSD

EXHIBIT V

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

05/07/2020

FRO 03/31/2020 TO 04/27/2020

<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>
			-453.46	2622731185 6241	MA/BOND SERIES 2018 - MEAS H /
			-291.30	2627731185 6241	KE/BOND SERIES 2018 - MEAS H /
			-698.08	2628731185 6241	CYP/BOND SERIES 2018- MEAS H /
			-482.67	2635731185 6241	DA/BOND SERIES 2018 - MEAS H /
			-1,383.76	2637731185 6241	SY/BOND SERIES 2018 - MEAS H /
			-1,206.24	2638731185 6241	BA/BOND SERIES 2018 - MEAS H /
			+28,749.85	2656731185 6241	GOB SERIES 2018 - MEAS H /
			-31.89	4128735085 6241	2017 COPS PROJECT FUND / REPROGRAPHICS/IMAGIN
			-72.68	4520724085 6241	ORANGE/NEIGHBORHOOD DEVE/FAC A /
		Fund 01 Total:	76,191.59		
		Fund 25 Total:	-676.81		
		Fund 26 Total:	2,916,769.19		
		Fund 41 Total:	-31.89		
		Fund 45 Total:	-72.68		
		Total Amount of Change Orders:	2,992,179.40		

EXHIBIT W

**VENDOR CHECK REGISTER
MARCH 31, 2020 THROUGH APRIL 27, 2020**

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
A ALVARADO PAINTING	V6406348	5610	14,950.00	00163486
			12,600.00	00163572
A AND C URGENT CARE	V6412935	5810	280.00	00163422
			205.00	00163532
A Z BUS SALES INC.	V6400025	4385	464.32	00163423
ABC SCHOOL EQUIPMENT INC	V6400047	4355	5,915.18	00163403
ACS BILLING SERVICE	V6400072	5530	149.02	00163508
		5580	3,393.02	00163508
ADAFRUIT INDUSTRIES LLC	V6411889	4310	8,474.13	00163404
ADORAMA	V6411023	4310	125.07	00163412
AERIES SOFTWARE INC	V6409157	5210	2,025.00	00163397
AGRI TURF DISTRIBUTING LLC	V6412836	4347	105.82	00163355
AIRGAS USA LLC	V6413792	4375	998.04	00163424
AIRSUPPLY TOOLS INC.	V6412933	4375	2,015.41	00163425
ALC SCHOOLS LLC	V6413488	5620	26,117.50	00163405
ALGALITA MARINE RESEARCH AND EDUCATION	V6413769	5805	200.00	00163398
ALL AMERICAN TROPHY ENGRAVING	V6400159	4320	1,191.95	00163457
ALT REV CASH FUND	V6405194	4199	250.00	00163519
		4310	3,343.37	00163519
		4320	482.28	00163519
		4347	257.64	00163519
		4390	1,573.21	00163519
		5910	54.75	00163519
	V6405195	4310	1,469.40	00163341
			668.60	00163487
		4320	215.10	00163341
		4347	439.31	00163341
			32.26	00163487
		4390	603.53	00163341
			279.71	00163487
		5610	177.68	00163341
		5910	29.48	00163341
	V6405196	4310	2,121.59	00163342
		4320	252.91	00163342
		4347	22.88	00163342
		4382	163.69	00163342
		4390	455.53	00163342
		5880	376.00	00163342
	V6405197	4310	1,079.33	00163494
		4320	263.26	00163494
		4382	282.75	00163494
		4390	342.29	00163494
	V6405198	4310	3,653.37	00163399
		4315	70.00	00163399
		4320	207.20	00163399
		4347	79.55	00163399
		4390	128.96	00163399
AMERICAN ELECTRIC COMPANY	V6407443	5610	3,368.91	00163586
AMERICAN TECHNOLOGIES INC.	V6410314	5610	138,000.73	00163356
ANAHEIM HIGH SCHOOL	V6400260	8699	88.61	00163370
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	18,521.36	00163509
ART SUPPLY WAREHOUSE	V6400350	4310	562.89	00163426

EXHIBIT W

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
ASHTON, CAROLYN	V6400780	5210	18.00	00163510
AT AND T	V6400374	5918	77.33	00163533
	V6406157	5918	12,079.91	00163587
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	385.87	00163562
AWARDS BY PAUL	V6400412	4310	406.22	00163427
		4320	3,791.72	00163511
B AND H PHOTO VIDEO INC	V6400422	4310	906.58	00163573
			649.60	00163588
		4410	13,805.46	00163588
		5810	327.86	00163298
B AND K ELECTRIC WHOLESALE	V6400623	4355	104.99	00163299
BALL JR HIGH SCHOOL	V6400433	5810	640.00	00163413
		8699	193.06	00163371
BEACON DAY SCHOOL	V6409269	5860	14,871.45	00163357
BEAN, KATIE	V6413290	5220	15.81	00163300
BIG TEX TRAILERS CA	V6400509	4410	16,914.72	00163358
BIOMETRICS4ALL INC	V6409224	5810	18.00	00163406
			65.25	00163428
BISHOP CO.	V6400530	9320	129.43	00163458
BLESSED TRANSPORTATION AND ASSOCIATES INC.	V6413483	5870	1,400.00	00163301
BLICK ART MATERIALS LLC	V6401357	4310	7.74	00163407
BODIE'S GLASS SERVICE	V6413745	5610	2,553.00	00163359
BORDER TIRE	V6413240	4386	5,319.58	00163360
BOYD, LOREES	V6413047	5880	548.55	00163574
BSN SPORTS	V6400615	4310	8,538.37	00163302
		4320	1,568.09	00163361
		4410	746.71	00163302
BSN SPORTS LLC	V6412536	4310	5,090.22	00163303
			602.66	00163459
CAL BUILDING SYSTEMS INC	V6412620	5610	780.00	00163362
CALIFORNIA DEPT. OF JUSTICE	V6400689	5810	3,375.00	00163408
CALIFORNIA PLUMBING PARTS	V6412567	4355	1,745.08	00163429
CARLSON, BRIAN	V6408156	5210	1,084.17	00163400
CARNEGIE LEARNING INC.	V6411378	5810	58,500.00	00163589
CATHEDRAL HOME FOR CHILDREN	V6407473	5860	19,933.64	00163610
CHEFS' TOYS	V6410110	4310	2,452.62	00163611
		4410	5,498.45	00163304
			613.09	00163611
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	13,892.63	00163430
CITY OF ANAHEIM	V6400957	5520	211,498.32	00163414
			9,332.70	00163520
			29,557.64	00163590
		5530	31,254.95	00163414
			2,374.60	00163520
			3,407.28	00163590
		5580	31,364.88	00163414
			3,026.22	00163520
			3,445.78	00163590
		5805	3,080.00	00163512
COAST PARTY RENTALS INC.	V6411024	5620	742.49	00163534
COLLEGE BOARD	V6401012	5210	235.00	00163415
			235.00	00163460
COLON, TAMARA ELIZABETH	V6412357	5810	225.00	00163488

EXHIBIT W

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	1,365.00	00163489
CORNELIUS, JEFF	V6402295	5210	1,291.24	00163431
CREATIVE BUS SALES	V6409840	4385	787.30	00163432
CRISP IMAGING	V6408990	5880	21,819.42	00163612
CSM CONSULTING INC.	V6409922	5810	6,900.00	00163591
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	5810	23,163.75	00163363
			10,911.25	00163592
		6230	13,448.75	00163363
			5,220.00	00163592
		6273	145.00	00163363
CVT RECYCLING	V6407455	4355	139.30	00163305
		5580	212.73	00163401
DARTCO TRANSMISSION SALES SVC	V6401258	4376	500.00	00163613
DEL SOL SCHOOL	V6411308	5860	6,221.00	00163364
DIGITAL NETWORKS GROUP INC	V6409316	4310	386.78	00163306
DISCOVERY RANCH	V6413718	5860	16,324.00	00163593
DUMBELL MAN FITNESS EQUIPMENT, THE	V6413394	4310	220.81	00163535
DUNN EDWARDS PAINTS	V6401448	4355	462.62	00163307
ECONOMY RENTALS INC	V6401478	5620	431.42	00163402
			1,190.00	00163433
			450.00	00163575
ENCORP	V6409154	5610	990.00	00163343
EWING IRRIGATION PRODUCTS	V6401634	4355	302.43	00163308
FAST TRACK CONSTRUCTION CORPORATION	V6410454	5610	223,223.40	00163344
			940,992.42	00163521
FEDEX	V6401675	5610	80.89	00163434
		5910	4.63	00163434
FENN TERMITE AND PEST CONTROL	V6401679	5610	1,199.00	00163409
FERGUSON ENTERPRISES INC	V6409823	4355	150.80	00163309
			73.99	00163461
			1,092.21	00163536
FIRST BOOK	V6412481	4210	287.41	00163310
FIX 4 LESS GOLF CARS	V6413062	4320	1,966.50	00163435
FLEET SERVICES INC	V6405625	4376	177.86	00163436
			(113.29)	00163576
		4385	153.31	00163436
		4410	613.10	00163576
GANAHL LUMBER CO	V6401804	4310	1,712.81	00163311
		4355	123.88	00163311
			4,205.76	00163462
			382.72	00163537
GARDENA VALLEY NEWS	V6401808	4310	635.85	00163538
GAS COMPANY, THE	V6404372	5510	40,049.78	00163567
GAUDETTE, ROBERT	V6403961	5210	684.86	00163312
GILMAN, GARY R.	V6410259	5810	720.00	00163437
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	699.04	00163313
GLENN, MARK	V6411268	5210	828.79	00163314
GOLDEN STATE WATER COMPANY	V6408018	5530	34.38	00163372
			29,562.64	00163438
			19,784.51	00163568
GOMEZ, LESLIE	V6413794	5210	677.42	00163539
GONZALEZ, GABRIELA	V6412512	5210	501.96	00163315
GOVERNMENTJOBS.COM	V6409634	5880	10,237.50	00163513

EXHIBIT W

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
GRAINGER	V6404982	4355	1,990.03	00163463
			1,508.81	00163540
		4410	5,133.89	00163463
GRAYBAR ELECTRIC COMPANY	V6401918	4355	78.27	00163541
		5880	1,647.12	00163464
GREAT SCOTT TREE SERVICE INC	V6412538	5610	2,410.00	00163439
			2,190.00	00163465
GREATER ANAHEIM SELPA	V6401927	5805	12,585.94	00163514
		8311	152,269.56	00163316
H AND H AUTO PARTS WHOLESAL	V6401967	4385	729.52	00163440
HAHN, JULIA	V6405758	5210	126.22	00163317
HANCOCK, APRIL	V6405536	5210	1,497.46	00163318
HARDAWAY, HOWARD AND MELISSA	V6411288	5880	53.60	00163542
HD INDUSTRIES	V6401983	4376	1,039.51	00163441
HERRERA, KACIE	V6412743	5210	706.22	00163577
HILLYARD FLOOR CARE SUPPLY	V6402055	5610	230.00	00163543
HOME DEPOT CREDIT SERVICES	V6405234	4320	107.74	00163319
		4347	1,387.39	00163319
			23.49	00163614
		4355	35.49	00163319
			456.03	00163466
HORIZON	V6408259	4347	1,553.86	00163320
HORMUTH, LISA	V6411549	5210	463.61	00163321
IMAGE APPAREL FOR BUSINESS	V6402628	4345	134.66	00163615
INDEPENDENT	V6413456	6252	425.00	00163322
J AND B MATERIALS	V6400875	4355	321.82	00163578
JACKSONS A S BREA F M P	V6406346	4347	164.60	00163323
		4385	391.35	00163442
JACOBS, LAURA	V6412203	5220	14.95	00163324
JART DIRECT MAIL SERVICE	V6402271	4310	5,546.76	00163410
JFK TRANSPORTATION CO INC	V6413170	5620	19,277.00	00163411
JHM SUPPLY INC.	V6411647	4347	4,746.12	00163579
		4355	127.10	00163325
			430.66	00163544
			408.68	00163616
JOHNSON CONTROLS	V6406981	6490	5,691.62	00163617
KATELLA HIGH SCHOOL	V6402515	8699	830.71	00163373
KENNEDY HIGH SCHOOL	V6402571	8699	479.57	00163374
KLATZKER, LAUREN	V6409248	5210	710.24	00163326
KNORR SYSTEMS INC.	V6402610	4355	7,356.10	00163580
KONRAD, ALISON	V6412099	5210	1,660.44	00163327
KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	V6412795	4310	48,584.01	00163569
		4320	6,841.26	00163569
LABELL EXCHANGE	V6412680	5918	2,400.00	00163328
LANGUAGE NETWORK INC	V6409301	5810	5,595.00	00163329
LARA, JOSE	V6413230	5210	1,449.56	00163330
LEE, GRACE	V6412783	4310	611.06	00163581
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	8699	545.43	00163375
LOARA ASB	V6402803	8699	391.65	00163376
LUCYS LAUNDRY ANAHEIM	V6412017	5560	45.17	00163331
			424.84	00163545
MAGNOLIA HIGH SCHOOL	V6402920	8699	465.33	00163377
MAINTEX INC.	V6411331	9320	2,384.78	00163378

EXHIBIT W

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
MARDAN CENTER OF EDUCATION	V6402945	5860	1,731.35	00163467
MC COY MILLS FORD	V6411093	4370	381.65	00163379
MC FADDEN DALE HARDWARE CO	V6403056	4355	413.10	00163332
MIKE ELAM CONSTRUCTION	V6412866	5610	1,235.00	00163333
MIRANDA, SUSAN	V6405713	5210	446.69	00163334
MISSION LINEN SUPPLY	V6411115	4388	98.62	00163443
MONTENEGRO, ROBERT	V6403968	3701	1,056.60	00163515
MONTGOMERY HARDWARE CO.	V6405624	4355	12,090.98	00163335
MORENO, LORENA	V6413094	5210	1,426.15	00163336
			308.27	00163582
MORGEN, EIRAN	V6413617	5805	2,880.00	00163546
MORSCO SUPPLY LLC	V6412910	4355	170.34	00163618
MYPHONE HERO	V6413250	4310	140.00	00163337
NORTH ORANGE COUNTY REGIONAL	V6403384	7283	657,014.04	00163516
OC HUMAN RELATIONS COUNCIL	V6403458	5805	5,000.00	00163619
OLIVE CREST ACADEMY	V6410765	5860	14,681.67	00163620
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	18,192.50	00163345
			26,926.00	00163468
			25,780.00	00163558
ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	223.66	00163380
O'REILLY AUTO PARTS	V6411401	4370	190.10	00163490
		4385	61.21	00163490
		4387	205.01	00163490
OXFORD ACADEMY	V6403485	8699	379.39	00163381
P.L. GRANT AND ASSOCIATES LLC	V6413793	5880	500.00	00163594
PACIFIC AUDIOLOGICS	V6406874	5810	6,580.00	00163559
			39,035.00	00163563
PARADIGM HEALTHCARE SERVICES	V6403536	5810	2,736.91	00163495
			3,880.29	00163547
PARKER AND COVERT LLP	V6403544	5821	8,891.72	00163522
PETERSON TREE WORKS	V6413791	5610	5,000.00	00163560
PINNER CONSTRUCTION CO INC	V6412130	6165	1,504,995.00	00163416
PIPS	V6407384	3601	349,255.69	00163523
		3602	116,418.56	00163523
PITNEY BOWES	V6403677	5910	3,385.27	00163496
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	2,695.90	00163382
PORTVIEW PREPARATORY	V6411850	5860	22,690.68	00163469
PROTECTION ONE ALARM MONITORING INC.	V6412084	5620	3,160.83	00163548
RANGEL, ANDRES	V6412885	5220	107.59	00163564
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	5,948.20	00163549
REVOLVING CASH FUND	V6405190	4390	2,155.00	00163621
		5210	2,450.00	00163621
		5880	3,104.76	00163621
		5910	4,522.96	00163621
		8590	2,609.40	00163621
		8699	11,250.00	00163621
ROSSIER PARK ELEMENTARY SCHOOL	V6404020	5860	2,889.90	00163470
ROSSIER PARK SCHOOL	V6411451	5860	14,912.71	00163622
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	51.72	00163497
SAVANNA HIGH SCHOOL	V6404130	8699	231.84	00163383
SC FUELS	V6404378	4384	4,126.61	00163444
SCHOOL SPECIALTY INC	V6404173	4310	1,778.31	00163445
			216.75	00163498

EXHIBIT W

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
SCHORR METALS INC	V6404179	4310	251.88	00163550
SCP DISTRIBUTORS LLC	V6411554	4355	756.48	00163623
SEHI COMPUTER PRODUCTS INC	V6404221	4310	42,925.00	00163446
		4410	4,658.10	00163446
SHELTON, MIKE	V6403136	3701	1,924.20	00163551
SHRED IT USA LLC	V6411124	5610	625.21	00163384
SOCALGRAD	V6411708	4310	10.78	00163447
		4320	2,874.77	00163385
SOLIS GROUP, THE	V6412965	5810	8,052.00	00163346
SOUTH JHS ASB	V6405227	8699	639.82	00163386
SOUTHERN CALIFORNIA BRONZE COMPANY	V6413652	4410	3,414.20	00163552
		6490	6,803.67	00163552
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	65,627.21	00163471
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4320	7,003.75	00163570
		9320	6,749.20	00163499
			3,086.43	00163570
SPORTS FACILITIES GROUP INC	V6410318	5610	10,504.00	00163448
SPRINT SOLUTIONS INC	V6411072	5918	321.00	00163583
STAPLES ADVANTAGE	V6410116	4310	309.23	00163449
			12.92	00163500
		4320	2,109.31	00163449
STEINLE, CHARLES	V6410113	3701	1,287.60	00163450
SYCAMORE JR HIGH ASB	V6404569	8699	468.31	00163387
T MOBILE	V6410424	5918	4,447.84	00163584
TEACHFX INC	V6413248	5100	48,000.00	00163472
TENNIS WAREHOUSE	V6411823	4310	455.57	00163473
TFD UNLIMITED LLC	V6413781	4310	275.00	00163474
THOMSON REUTERS WEST	V6407958	5880	161.00	00163553
TIME WARNER CABLE	V6411698	5930	3,859.10	00163554
TOBII DYNAVOX LLC	V6409679	5880	3,367.95	00163417
TOWNSEND PUBLIC AFFAIRS INC.	V6413003	5810	5,000.00	00163475
TRANE US INC	V6413720	6270	1,376,623.29	00163347
TRUCK PRO PTO SALES CORPORATION	V6403784	4375	282.95	00163491
		4376	2,068.28	00163491
		4387	2,392.88	00163491
TRUMAN ARNOLD COMPANIES	V6413612	4382	20,810.32	00163555
TURF STAR INC	V6404805	4347	35.91	00163501
TWINING CONSULTING	V6412575	5810	403.50	00163348
			4,848.00	00163595
U S BANK	V6406511	4310	8,115.56	00163338
		4320	1,565.47	00163338
		4390	3,046.24	00163338
		4410	599.95	00163338
		5210	10,442.49	00163338
		5610	75.00	00163338
		5880	673.61	00163338
			2,500.00	00163349
ULINE	V6406546	4310	1,798.22	00163388
UNION AUTO SERVICE CENTER	V6404840	4370	624.87	00163492
			7,448.46	00163502
		4376	624.87	00163502
		5610	1,206.30	00163492
			7,737.59	00163502

EXHIBIT W

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
UNITED PARCEL SERVICE	V6408429	5910	120.30	00163389
VALLEY VISTA SERVICES INC	V6411966	5580	62.02	00163556
VASQUEZ, WENDY	V6413614	5870	11,000.00	00163493
VERTICAL TRANSPORT INC	V6413440	5610	15,305.58	00163503
VISION COMMUNICATIONS CO.	V6404955	5610	1,520.64	00163390
VITAL INSPECTION SERVICES INC	V6412251	5810	1,944.00	00163476
WALKER JR HIGH SCHOOL	V6404990	8699	325.91	00163391
WESTED	V6406835	5880	7,191.80	00163571
WESTERN HIGH SCHOOL ASB	V6405044	8699	367.07	00163392
WILLIAMS, JASON	V6406593	5220	29.33	00163596
WINZER	V6412060	4375	809.42	00163504
XEROX CORPORATION	V6405129	5620	8,386.03	00163505
			3,440.52	00163561
XEROX FINANCIAL SERVICES LLC	V6412617	5620	266.42	00163506
YELLOW CAB OF GREATER ORANGE COUNTY	V6405135	5870	264.00	00163393
GENERAL FUND (0101)			7,126,416.73	
ERICKSON HALL CONSTRUCTION CO	V6413032	5610	180.00	00163477
FAST TRACK CONSTRUCTION CORPORATION	V6410454	6165	286,740.88	00163524
PINNER CONSTRUCTION CO INC	V6412130	5610	1,500,000.00	00163418
DEFERRED MAINTENANCE FUND (1414)			1,786,920.88	
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	6165	389,355.20	00163478
CALIFORNIA DEPARTMENT OF EDUC.	V6400688	6220	30,157.15	00163597
CONTAINER ALLIANCE	V6412976	6274	419.04	00163365
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	187,322.50	00163366
			107,490.00	00163598
ERICKSON HALL CONSTRUCTION CO	V6413032	6165	320,944.13	00163479
FAST TRACK CONSTRUCTION CORPORATION	V6410454	6165	392,751.02	00163599
GHATAODE BANNON ARCHITECTS	V6408656	6212	26,317.17	00163600
HAULAWAY STORAGE CONTAINERS INC.	V6410468	6274	184.80	00163339
			198.00	00163601
INDEPENDENT	V6413456	6252	420.00	00163340
			1,910.00	00163451
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6273	2,625.00	00163452
		6291	70,771.00	00163452
KYA SERVICES	V6411393	6274	2,834.66	00163525
MANUFACTURES BANK	V6413517	6165	172,918.78	00163419
MIKE ELAM CONSTRUCTION	V6412866	6276	3,630.00	00163526
MOVER SERVICES INC	V6413679	6274	2,700.00	00163480
NB CONSULTING ENGINEERS INC	V6409786	6209	25,940.00	00163350
PERKINS EASTMAN ARCHITECTS DCP	V6412384	6212	161,152.03	00163351
			254,773.29	00163481
PINNER CONSTRUCTION CO INC	V6412130	6165	150,908.81	00163420
RMA GROUP	V6412381	6290	17,765.00	00163602
RUHNAU CLARKE ARCHITECTS	V6412249	6212	31,533.44	00163527
			5,651.31	00163603
SHELF MASTER INC.	V6411484	6274	749.48	00163507
TWINING CONSULTING	V6412575	6251	3,180.00	00163604
GO BOND FUND SERIES 2018 (2126)			2,364,601.81	

EXHIBIT W

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
INDEPENDENT	V6413456	6252	380.00	00163453
JM AND J CONTRACTORS	V6410460	6221	41,515.00	00163482
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6273	1,050.00	00163454
		6291	8,383.00	00163454
KYA SERVICES	V6411393	6221	22,968.01	00163528
NB CONSULTING ENGINEERS INC	V6409786	6209	5,900.00	00163352
PERKINS EASTMAN ARCHITECTS DCP	V6412384	6212	867.02	00163483
PINNER CONSTRUCTION CO INC	V6412130	6165	129,556.38	00163421
QUICK CRETE PRODUCTS CORP	V6403805	4410	4,725.92	00163529
SCHOOL FACILITY CONSULTANTS	V6404158	5810	2,987.50	00163394
			1,180.00	00163530
TWINING CONSULTING	V6412575	6290	4,198.50	00163605
CAPITAL FACILITIES FUND (2525)			223,711.33	
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	49,600.00	00163367
			26,040.00	00163606
RUHNAU CLARKE ARCHITECTS	V6412249	6212	3,252.41	00163531
CAPITAL FACILITIES RDA FUND (2545)			78,892.41	
SNAP ON INDUSTRIAL	V6404313	6450	25,309.33	00163455
SCHOOL FACILITIES FUND (3535)			25,309.33	
FAST TRACK CONSTRUCTION CORPORATION	V6410454	6165	178,752.00	00163353
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	20,667.00	00163456
TWINING CONSULTING	V6412575	6290	43,767.50	00163354
			30,016.50	00163607
VITAL INSPECTION SERVICES INC	V6412251	6291	12,312.00	00163484
SPECIAL FACILITIES FUND (4041)			285,515.00	
AUHSD	V6400400	5890	5,569.61	00163517
WORKER'S COMPENSATION FUND (6768)			5,569.61	
AUHSD	V6400400	5891	3,032,241.51	00163557
BENEFIT AND RISK MANAGEMENT SERVICES	V6412889	5812	412,983.37	00163608
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	240,847.00	00163585
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	16,324.62	00163368
EXPRESS SCRIPTS INC.	V6410974	5895	210,224.94	00163369
			201,704.71	00163565
			171,876.35	00163566
			203,872.56	00163609
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	13,116.67	00163518
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON	V6413790	5462	12,084.24	00163395
RETIREE FIRST LLC.	V6413748	5466	38,934.26	00163485
VISION SERVICE PLAN	V6404956	5464	53,746.67	00163396
HEALTH & WELFARE INS FUND (6769)			4,607,956.90	
GRAND TOTAL ALL FUNDS			16,504,894.00	

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

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	442,795.81	406,546.87	1,000.00	53,180.25	460,727.12
Western	376,835.57	251,268.52	1,275.00	126,558.14	379,101.66
Magnolia	130,708.25	144,927.32	700.00	-	145,627.32
Savanna	96,333.55	98,380.61	500.00	233.27	99,113.88
Loara	202,204.96	117,228.53	800.00	69,014.60	187,043.13
Katella	262,773.91	264,807.76	2,100.00	-	266,907.76
Kennedy	457,021.96	462,196.32	1,300.00	-	463,496.32
Cypress	719,966.47	679,456.90	1,700.00	48,630.64	729,787.54
Brookhurst	32,141.01	38,829.17	-	-	38,829.17
Orangeview	41,979.08	43,380.39	100.00	-	43,480.39
Walker	104,310.36	94,960.30	-	-	94,960.30
Dale	72,235.45	74,821.39	-	-	74,821.39
Sycamore	21,334.43	25,111.63	-	-	25,111.63
Ball	27,564.45	27,881.28	-	-	27,881.28
South	76,519.40	69,498.84	-	-	69,498.84
Oxford	532,769.91	588,513.81	350.00	-	588,863.81
Lexington	66,766.24	68,400.20	-	-	68,400.20
Hope	81,880.28	83,401.40	-	-	83,401.40
Gilbert	40,960.03	40,299.61	-	-	40,299.61
Total	3,787,101.12	3,579,910.85	9,825.00	297,616.90	3,887,352.75

Anaheim Union High School District
Cafeteria Fund
Financial Statements
February 2020



Balance Sheet
Anaheim Union High School District
02/29/2020

4/3/2020 9:43:33 AM

EXHIBIT Y

Account Number	Description	
Asset	Assets	
CASH		
9120	Cash-Checking	\$6,097,506.36
9122	Change Fund	\$11,990.00
Total CASH		\$6,109,496.36
RECEIVABLE		
9210	A/R - Current	\$71,496.10
9280	A/R - State	\$264,059.02
9290	A/R - Federal	\$3,436,713.97
Total RECEIVABLE		\$3,772,269.09
INVENTORIES		
9321	Food	\$284,707.54
9323	Supplies	\$94,795.71
Total INVENTORIES		\$379,503.25
Total Asset		\$10,261,268.70
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$2,182,650.76
9530	A/P - Accrued Vacation	\$86,373.00
9580	Sales Tax Liability	\$5,620.88
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$97,628.80
Total LIABILITIES		\$2,372,273.44
Total Liability		\$2,372,273.44
Fund Balance	Liabilities and Fund Balance	
FUND BALANCE		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$4,346,622.45
Total FUND BALANCE		\$8,218,032.57
Total Fund Balance		\$8,218,032.57
Current Year Profit (Loss)		(\$329,037.34)
Total Liabilities and Fund Balance		\$10,261,268.67

Show all data

Statement of Revenue and Expense

Anaheim Union High School District

4/3/2020 3:26:40 AM



EXHIBIT Y

	Period 8 Ending in 02/29/2020				Period 8 Ending in 02/28/2019			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8621	\$37,884.00	1.72 %	\$266,331.00	1.78 %	\$40,638.00	1.90 %	\$278,976.00	1.84 %
Elementary - Lunch								
8622	\$0.00	0.00 %	\$0.00	0.00 %	\$31.50	0.00 %	\$31.50	0.00 %
Junior High - Breakfast								
8623	\$0.00	0.00 %	\$0.00	0.00 %	\$348.00	0.02 %	\$2,697.00	0.02 %
Junior High - Lunch								
8632	\$8,975.75	0.41 %	\$57,228.50	0.38 %	\$6,648.25	0.31 %	\$51,350.25	0.34 %
High School - Breakfast								
8633	\$78,615.00	3.58 %	\$566,751.00	3.80 %	\$70,422.00	3.29 %	\$557,775.00	3.68 %
High School - Lunch								
8635	\$73,923.38	3.37 %	\$638,039.39	4.27 %	\$83,127.23	3.89 %	\$708,294.89	4.67 %
A La Carte Sales								
8636	\$52.84	0.00 %	\$303.12	0.00 %	\$41.71	0.00 %	\$344.86	0.00 %
Adult Rev. - Breakfast								
8637	\$2,128.56	0.10 %	\$15,411.42	0.10 %	\$2,004.09	0.09 %	\$15,174.68	0.10 %
Adult Rev. - Lunch								
Local Revenue	\$201,579.53	9.18 %	\$1,544,064.43	10.34 %	\$203,260.78	9.50 %	\$1,614,644.18	10.65 %
Federal Reimbursements								
8200	\$364,634.21	16.60 %	\$2,421,931.36	16.22 %	\$344,737.90	16.12 %	\$2,462,709.64	16.24 %
Fed. Meal Rev.-Breakfast								
8220	\$1,401,849.80	63.82 %	\$9,449,716.12	63.29 %	\$1,361,085.47	63.63 %	\$9,514,179.40	62.74 %
Fed. Meal Rev.-Lunch								
8290	\$52,271.52	2.38 %	\$357,537.46	2.39 %	\$49,994.49	2.34 %	\$350,016.03	2.31 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$1,818,755.53	82.79 %	\$12,229,184.94	81.90 %	\$1,755,817.86	82.09 %	\$12,326,905.07	81.29 %
State Reimbursements								
8500	\$40,979.47	1.87 %	\$272,199.46	1.82 %	\$38,597.22	1.80 %	\$275,666.25	1.82 %
St. Meal Rev.-Breakfast								
8520	\$98,857.17	4.50 %	\$666,443.87	4.46 %	\$96,034.95	4.49 %	\$670,950.72	4.42 %
St. Meal Rev.-Lunch								
State Reimbursements	\$139,836.64	6.37 %	\$938,643.33	6.29 %	\$134,632.17	6.29 %	\$946,616.97	6.24 %
Other Revenue								
8638	(\$924.42)	-0.04 %	(\$6,590.33)	-0.04 %	(\$886.63)	-0.04 %	(\$13,310.22)	-0.09 %
Cash Over & Short								
8699	\$37,492.01	1.71 %	\$226,284.32	1.52 %	\$46,196.96	2.16 %	\$289,591.53	1.91 %
Spec Activity/Cater								
Other Revenue	\$36,567.59	1.66 %	\$219,693.99	1.47 %	\$45,310.33	2.12 %	\$276,281.31	1.82 %
Total Revenue	\$2,196,739.29	100.00 %	\$14,931,586.69	100.00 %	\$2,139,021.14	100.00 %	\$15,164,447.53	100.00 %
Expense								
Food Purchases & Govnmt								
4700	\$639,207.06	29.10 %	\$4,885,650.65	32.72 %	\$683,185.74	31.94 %	\$5,261,370.69	34.70 %
Food Purchases								
Food Purchases & Govnmt	\$639,207.06	29.10 %	\$4,885,650.65	32.72 %	\$683,185.74	31.94 %	\$5,261,370.69	34.70 %
Supplies								
4300	\$14,813.23	0.67 %	\$94,351.18	0.63 %	\$9,209.10	0.43 %	\$129,474.44	0.85 %
Materials & Supplies								
4400	\$8,618.01	0.39 %	\$34,408.84	0.23 %	\$1,643.15	0.08 %	\$103,437.41	0.68 %
Noncapitalized Equipment-Under \$5000								



Statement of Revenue and Expense

Anaheim Union High School District

4/9/2020 9:32:40 AM

EXHIBIT Y

	Period 8 Ending in 02/29/2020				Period 8 Ending in 02/28/2019			
	Monthly	%	YTD	%	Monthly	%	YTD	%
4790	\$105,682.63	4.81 %	\$492,187.27	3.30 %	\$79,886.67	3.73 %	\$526,291.40	3.47 %
Supplies (Food)								
Supplies	\$129,113.87	5.88 %	\$620,947.29	4.16 %	\$90,738.92	4.24 %	\$759,203.25	5.01 %
Salaries								
2200	\$818,921.62	37.28 %	\$5,287,329.06	35.41 %	\$820,101.95	38.34 %	\$5,160,509.98	34.03 %
Classified Salaries								
2300	\$36,086.75	1.64 %	\$361,637.59	2.42 %	\$47,348.32	2.21 %	\$363,794.34	2.40 %
Class.Sup/Admin Salaries								
2400	\$47,416.60	2.16 %	\$337,196.99	2.26 %	\$50,130.44	2.34 %	\$335,219.13	2.21 %
Clerical/Office Salaries								
2550	\$12,339.00	0.56 %	\$86,373.00	0.58 %	\$12,339.00	0.58 %	\$86,373.00	0.57 %
Food Service Vacation Pay								
Salaries	\$914,763.97	41.64 %	\$6,072,536.64	40.67 %	\$929,919.71	43.47 %	\$5,945,896.45	39.21 %
Benefits								
3202	\$137,583.94	6.26 %	\$932,740.85	6.25 %	\$127,282.48	5.95 %	\$830,523.26	5.48 %
PERS, Classified Position								
3302	\$67,647.34	3.08 %	\$450,781.08	3.02 %	\$68,943.33	3.22 %	\$441,533.77	2.91 %
OASD/MED/Classified Position								
3402	\$201,770.78	9.19 %	\$1,623,159.13	10.87 %	\$205,609.80	9.61 %	\$1,621,513.19	10.69 %
Hlth/Welfare, Classified								
3502	\$450.82	0.02 %	\$2,984.98	0.02 %	\$459.48	0.02 %	\$2,929.85	0.02 %
SUI, Classified Position								
3602	\$22,931.24	1.04 %	\$152,273.32	1.02 %	\$22,371.41	1.05 %	\$142,862.21	0.94 %
Workers Comp, Classified								
Benefits	\$430,384.12	19.59 %	\$3,161,939.36	21.18 %	\$424,666.50	19.85 %	\$3,039,362.28	20.04 %
Other Expenses								
5200	\$486.17	0.02 %	\$10,549.82	0.07 %	\$1,085.90	0.05 %	\$8,945.22	0.06 %
Travel & Conference								
5500	\$16,519.00	0.75 %	\$191,189.44	1.28 %	\$10,964.00	0.51 %	\$174,779.27	1.15 %
Operation & Housekeeping								
5600	\$4,697.98	0.21 %	\$46,128.11	0.31 %	\$4,765.86	0.22 %	\$88,369.73	0.58 %
Rental/Lease/Repair								
5800	\$3,774.03	0.17 %	\$164,774.59	1.10 %	\$0.00	0.00 %	\$140,557.51	0.93 %
Prof. Consult Service								
5900	\$561.20	0.03 %	\$30,024.26	0.20 %	\$0.00	0.00 %	\$23,264.93	0.15 %
Fax, Pager, Postage								
Other Expenses	\$26,038.38	1.19 %	\$442,666.22	2.96 %	\$16,815.76	0.79 %	\$435,916.66	2.87 %
Capital Outlay								
6500	\$0.00	0.00 %	\$76,883.87	0.51 %	\$14,333.35	0.67 %	\$132,095.15	0.87 %
Equipment- Over \$5000								
Capital Outlay	\$0.00	0.00 %	\$76,883.87	0.51 %	\$14,333.35	0.67 %	\$132,095.15	0.87 %
Total Expense	\$2,139,507.40	97.39 %	\$15,260,624.03	102.20 %	\$2,159,659.98	100.96 %	\$15,573,844.48	102.70 %
Net Profit (Loss)	\$57,231.89	2.61 %	(\$329,037.34)	-2.20 %	(\$20,638.84)	-0.96 %	(\$409,396.95)	-2.70 %

Show all data

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2019/20 MONTHLY ENROLLMENT REPORT

Month 8

02/24/20 to 03/13/20* (Last Day Before School Closure)

EXHIBIT Z

SCHOOL	REGULAR DAY						Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	9th	10th	11th	12th	Subtotal					
Anaheim	745	707	622	590	2,664		2	160	2,826	
Cypress	768	693	718	625	2,804		1	88	2,893	
Katella	671	649	614	589	2,523		-	159	2,682	
Kennedy	537	564	533	497	2,131		4	90	2,225	
Loara	423	447	439	424	1,733		1	137	1,871	
Magnolia	369	402	360	304	1,435		1	148	1,584	
Oxford	203	200	194	183	780		-	-	780	
Savanna	434	399	420	397	1,650		1	79	1,730	
Western	403	423	385	400	1,611		-	97	1,708	
Total Comprehensive	4,553	4,484	4,285	4,009	17,331		10	958	18,299	
Anaheim Independent Learning Center	-	-	13	153	166		-	-	166	
Gilbert High School	-	3	244	209	456		1	116	573	
Katella Satellite Independent Study	7	9	32	17	65		-	-	65	
Kennedy Satellite Independent Study	10	28	32	31	101		-	-	101	
Nonpublic School	-	-	-	-	-		-	26	26	
Polaris High School	7	26	29	44	106		-	-	106	
Special Education Transition Program	-	-	-	-	-		-	163	163	
Western Independent Learning Center	-	5	32	68	105		-	-	105	
Total Alternative Ed	24	71	382	522	999		1	305	1,305	
Hope	-	-	-	-	-		-	230	230	
Total Senior High Schools	4,577	4,555	4,667	4,531	18,330		11	1,493	19,834	

SCHOOL	REGULAR DAY				Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	7th	8th	Subtotal					
Ball	417	465	882	-	54	936		
Brookhurst	503	502	1,005	-	54	1,059		
Dale	474	498	972	2	54	1,028		
Lexington	643	663	1,306	4	37	1,347		
Orangeview	403	404	807	3	54	864		
Oxford	241	242	483	-	-	483		
South	699	723	1,422	-	86	1,508		
Sycamore	634	622	1,256	-	73	1,329		
Walker	524	512	1,036	1	29	1,066		
Total Comprehensive	4,538	4,631	9,169	10	441	9,620		
Nonpublic School	-	-	-	-	8	8		
Polaris High School	4	23	27	-	2	29		
Total Alternative Ed	4	23	27	-	10	37		
Total Junior High Schools	4,542	4,654	9,196	10	451	9,657		
DISTRICT TOTAL							29,491	

* Adjusted from 3/20/20 to 3/13/20 to reflect last day of school before school closure

ANAHEIM UNION HIGH SCHOOL DISTRICT

EXHIBIT Z

Business Division

2019/20 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON

Month 8

HIGH SCHOOL	Month 7	Month 8	Growth v. (Decline)
Anaheim	2,824	2,826	2
Cypress	2,895	2,893	(2)
Katella	2,693	2,682	(11)
Kennedy	2,230	2,225	(5)
Loara	1,877	1,871	(6)
Magnolia	1,590	1,584	(6)
Oxford	780	780	-
Savanna	1,739	1,730	(9)
Western	1,711	1,708	(3)
Total Senior High	18,339	18,299	(40)

JUNIOR HIGH SCHOOL	Month 7	Month 8	Growth v. (Decline)
Ball	934	936	2
Brookhurst	1,066	1,059	(7)
Dale	1,032	1,028	(4)
Lexington	1,350	1,347	(3)
Orangeview	863	864	1
Oxford	484	483	(1)
South	1,509	1,508	(1)
Sycamore	1,326	1,329	3
Walker	1,063	1,066	3
Total Junior High	9,627	9,620	(7)

Total Comprehensive Schools	27,966	27,919	(47)
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Alternative Education	Month 7	Month 8	Growth v. (Decline)
Anaheim Independent Learning Center	164	166	2
Gilbert High School	576	573	(3)
Hope School	229	230	1
Katella Satellite Independent Study	63	65	2
Kennedy Satellite Independent Study	99	101	2
Nonpublic School	38	34	(4)
Polaris High School	136	135	(1)
Special Education Transition Program	164	163	(1)
Western Independent Learning Center	109	105	(4)
Total Alternative Ed.	1,578	1,572	(2)

District Total	29,544	29,491	(53)
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UCI Connected Learning Lab

Research Outline & Request for District Permissions – Research Study: “All Together Now: The Role of Mentorship in Persistence in Informal STEM Programs”

Background: The Connected Learning Lab (CLL), a research unit at the University of California, Irvine, is conducting a research project funded by a National Science Foundation initiative titled Advancing Informal STEM Learning (AISL).

Purpose: The purpose of this project is to investigate how informal programs (like NASEF clubs) can broaden participation by building social capital in STEM for youth from underrepresented groups.

Research Design:

- Two observational field visits of each participating school of the NASEF program (August 2020 - May 2021; 2 hrs) – pending reopening of schools
- One interview with roughly 30-40 youth participants at participating sites (August 2020-May 2021; 1 hr each) at 3 different points in time; we expect to conduct these in Late Summer/Fall 2020, Late Winter 2021, and Late Spring 2021.
- One interview with 3 to 5 teachers/program staff at the participating sites or at a public venue of their choice such as a coffee shop at 2 points in time (August 2020-May 2021, 30-40 mins.); we expect to conduct these in Fall 2020 and Spring 2021.

Research Safeguards:

- Research protocols will be vetted and approved by the UCI Institutional Review Board, with special attention to minors as vulnerable population
- Will include full informed consent and assent protocols, including parent consent/minor assent, as well as adult consent from teachers
- All participants will be anonymized
- No student academic records or teacher records requested

Requests:

- District approval to conduct this research at participating NASEF school sites
- A permissions letter for submission to UCI IRB (sample letter attached)

Research Personnel:

Principal Investigator: Dr. Mizuko Ito, UC Irvine / Director of the Connected Learning Lab, mizuoi@uci.edu, (949) 824-9011

Amanda Wortman, Research Manager, awortman@uci.edu, (949) 824-6559

Tiera Tanksley, Postdoctoral Scholar, Connected Learning Lab

Oshin Khachikian, Graduate Student Research Assistant

Sample letter template for districts

DATE

To Whom it May Concern:

This letter serves as support and permission from [Name of School District] for researchers of the Connected Learning Lab at the University of California, Irvine, to recruit, interview, and observe voluntary research participants from among the students and adult personnel involved in the NASEF club program.

With the approval of our staff, we agree to host researchers from the Connected Learning Lab to visit with, observe, and interview our students/participants at participating schools.

We understand that [Name of School District] is not responsible for formally recruiting students for this study. We also understand that parental consent and consent of the students will be sought directly by the researchers in accordance with the University of California, Irvine's rules and regulations governing ethical research procedures.

Sincerely,

[Name, Title]

**Re: Amendment to 1Million Project Terms and Conditions**

Dear Current 1Million Project Member,

This letter amendment (“Amendment”), when electronically countersigned by you, will serve to amend the existing 1Million Project Terms and Conditions executed by the 1Million Project Foundation (“1MP”) and you (the “Agreement”). In the event of a conflict between the terms of the Agreement and this Amendment, the provisions of this Amendment will govern. Unless otherwise indicated, all terms used in this Amendment will be as defined in the Agreement.

1MP and Member agree that the Agreement is amended as follows:

1. The term “Students” in the Agreement now includes individuals from an eligible family who do not have internet access at home, who are in grades **K-12** (originally under the Agreement it only was grades 9-12), who receive an Active Unit under the Project.
2. With respect to all Students who are in grades K-8, the Order Term (defined as the maximum length of Service for Device Plan) shall commence on the Activation Date and terminate on August 31 of the applicable Student’s ninth grade class’ graduation year from high school (provided in all cases that such Student remains an eligible student for the Project within the Member’s school district or other applicable entity):
3. Members will ensure that the 1Million Project Consent form that Member receives with respect to prospective Students is approved and acknowledged by a parent or guardian of student end users. Member will ensure that the signed form is archived and stored in compliance with Member’s document retention policy. Information contained in the parent/guardian consent form is only used to validate eligibility for the Project.

Sincerely,

Doug Michelman
President, 1Million Project Foundation

Memorandum of Understanding Between
Anaheim Union High School District
And
San Gabriel Unified School District
2019-2020

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the San Gabriel Unified School District (hereafter referred to as the "Sending District,") and collectively referred to herein as the "Parties," mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning August 7, 2019, and ending June 30, 2020.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA).

4. Scope of Program and Referral Process to GASELPA

The Provider District shall conduct special education programs and services for those eligible pupils of the Sending District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by the Provider District. Prior to offering placement in any Provider District Program, the Sending District shall contact the appropriate Provider District Program Specialist and/or Provider District Director to discuss a possible referral and the appropriateness of the Provider District Program placement. If the referral seems appropriate, the Sending District shall obtain from the parent authorization to release information to the Provider District staff and submit a Provider District referral

packet to the appropriate Provider District Director as well as schedule a visitation with the parent. Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the 2019-2020 school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The Sending District and Provider District acknowledge that the Sending District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in a Provider District Program moves out of the Sending District, the Sending District shall immediately provide the Provider District written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, the Provider District shall immediately notify Sending District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The Provider District shall be notified of annual reviews scheduled for its pupils participating in a Provider District Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by the Provider District to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the Sending District upon request. When requested by Sending District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in Provider District Program is terminated.

7. Assessments/Independent Educational Evaluations

In the event a request is made for an Independent Educational Evaluation (IEE), Provider District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a

student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

The Sending District is responsible for all matters related to the IEE including but not limited to the ultimate decision whether or not to grant the IEE, whether or not to file for a Due Process Hearing or other legal proceeding, and all costs related obtaining and conducting the IEE. The Provider District and Provider District school site are not responsible for any costs or legal proceeding such as a Due Process hearing and/or Attorney Fees related to the IEE.

8. Pupil Count

A count shall be taken of the number of pupils enrolled in GASELPA's Special Schools Program as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" in a Provider District Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in a Provider District Program, whichever occurs sooner. Pupils continuing in a Provider District Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment. In the event either Provider District or Sending District are informed that a pupil has been withdrawn by the parent from a Provider District Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from a Provider District Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

11. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A Sending District representative who is authorized by the Sending District's Director of Special Education to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the Sending District or as otherwise agreed to by Provider District and the Sending District. In the event the pupil is hospitalized in a facility located outside of the Sending District, it is the Sending District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from Provider District Program in order for the Sending District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event the Provider District and the Sending District agree that the Provider District will provide in-home or hospital instruction to the pupil, the Provider District shall separately bill the Sending District for such services.

12. Transportation

Sending Districts transporting pupils to a Provider District Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District related to such delays.

13. Due Process and Complaints

Provider District and Sending District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in a Provider District

Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

14. Quarterly Billing

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

15. Final Accounting

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 15th of the following fiscal year.

16. Projected Enrollment/Facilities and Staffing Needs

In order to assist the Provider District in planning for both facilities and staffing needs for its programs, each Sending District shall submit to, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the Provider District programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by the Provider District for the following school year.

17. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

Provider District:

School District: Anaheim Union High School District
Address: 501 N. Crescent Way
City: Anaheim, CA 92801

Attn: Celeste Krueger
 Title: Director, Special Youth Services
 Telephone: 714-999-3528
 Fax: 714-999-0622

Sending District

School District: San Gabriel Unified School District
 Address: 408 Junipero Serra Drive
 City: San Gabriel, CA 91776
 Attn: Brian Murray
 Title: Director of Special Education
 Telephone: (626) 451-5400
 Fax: (626) 285-1431

18. No Waiver

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

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.


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

APPROVED BY:

Anaheim Union High School District
Provider District

San Gabriel Unified School District
Sender District

By: _____
Authorized Agent Signature

By: 
Authorized Agent Signature

Jaron Fried, Assistant Superintendent
Name/Title

Acting Superintendent, Educational Services
Name/Title

Date

2/13/20
Date

Date Approved by Provider
Sender
District Board: _____

Date Approved by
District Board: 2/11/2020

cc: SELPA



SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1st day of July 2020 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“**Paradigm**”) and Anaheim Union High School District, a Local Education Agency (“**Client**”).

RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. *Retention.*

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2023 (“**Initial Term**”) subject to the termination provisions set forth in Paragraph, “**Termination.**” Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “**Term of the Agreement**” shall refer to the Initial Term and any subsequent renewal period. The phrase “**Fiscal Year**” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

3. *Paradigm LEA Billing Services.*

a. Program Implementation Services.

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services (“**DHCS**”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

b. Training and Materials.

(1) Paradigm will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the LEA billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

c. Claims Preparation and Submission.

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each LEA Medi-Cal billing claim eligible for submission pursuant to California law or regulation within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.

d. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

e. Coordination with Client.

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. **Paradigm Technologies Software.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the web-based Paradigm Technologies application. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

4. *Client's LEA Billing Service Obligations.*

a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **Provider Logs.** Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

c. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

5. *Paradigm CRCS Services.*

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

6. *Client's CRCS Obligations.*

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

7. *Paradigm MAA Billing Services.*

All services described below will be provided in accordance with and to the extent allowed by the California Department of Health Care Services ("DHCS") Medi-Cal Administrative Activities ("MAA") Plan.

a. **MAA Program Consulting Services.**

(1) **Ongoing Consultation.** Paradigm will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client's full participation in the MAA program.

(2) **Training.** Paradigm will provide training to Client's program coordinator(s). Training will include the following subject areas: DHCS audit requirements for Client's MAA program; information and procedures for submitting MAA fiscal information to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(3) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(4) **Program Compliance Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance, and will perform "compliance reviews" to assist the Client in maintaining audit records. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

(5) **Supplemental Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Paradigm Help Desk will be available to Client program coordinator(s) and staff utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

b. MAA Invoice Preparation & Submission Services.

(1) **Medi-Cal Eligibility.** Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by DHCS and County governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Invoice Processing.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all required invoice data (including the Time Survey Summary Results) provided by Client and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.

(3) **Direct Charge.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.

(4) **Agency Coordination.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, state and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.

(5) **Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports for the ongoing analysis of Client's MAA claims. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

8. Client's MAA Obligations.

- a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
- b. **MAA Operational Plan.** Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.
- c. **Official RMTS Participant Roster (TSP).** On the first day of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).
- d. **Time Survey Summary Results.** Client will submit to Paradigm a time survey summary report that indicates the MAA time, as certified by the regional agency, for that quarter based on the RMTS methodology, and that contains all data required for the SMAA invoice by LEA and claiming unit. This report of summarized MAA time shall be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is submitted or fifteen (15) days after the report is received by Client from its regional agency, whichever is earlier.
- e. **Direct Charge Documentation.** Client will provide Paradigm with all documentation to support Client's direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.
- f. **MAA Invoice Submittal.** Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.
- g. **Compliance.** Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.
- h. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.
- i. **Documentation for Invoice Submittal.** Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.

j. Data Processing. Client will be responsible for the accuracy and appropriateness of all MAA information it provides to Paradigm for the preparation of MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

9. *Additional Client Obligations.*

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

10. *Fees and Payment Terms.*

a. Fees for LEA Billing Services.

(1) **Flat Fee Per Approved Service.** Paradigm fees for Client LEA claims submitted or originating during the Term of the Agreement will consist in a flat fee for each claimed service that DHCS approves for interim reimbursement ("Interim Approved Claim"). The schedule of Paradigm flat fees for Interim Approved Claims is set forth in Appendix A subject to adjustment in accordance with the terms of Sub-paragraphs (2)-(5) following.

(2) **Sliding Scale Reduction of Paradigm Fees.** Paradigm's fees for LEA Billing Services in any Fiscal Year decrease whenever the dollar value of Client's Interim Approved Claims exceeds \$500,000 in that Fiscal Year. An additional decrease in Paradigm's fees will apply to Client's Interim Approved Claims in excess of \$1,000,000 in the same Fiscal Year. These fee reductions will apply prospectively, i.e., to LEA Billing claims receiving interim approval after an applicable threshold is reached and before the end of the Fiscal Year. The schedule of Paradigm's reduced fees at each threshold is set forth in Appendix A.

(3) **Effect of Increase in Reimbursement Rates.** In the event DHCS increases the reimbursement rates to Client for any LEA service claim during the Term of this Agreement, Paradigm's flat fee for such services will simultaneously and without requirement of prior notice to Client increase by the same percentage as the percentage DHCS increase.

(4) **Cap on Paradigm Fees.** Notwithstanding any other provision of this Paragraph (a) and the fee schedule set forth in Appendix A, the total fees payable to Paradigm based on Interim Approved Claims during any Fiscal Year will not exceed the following:

12% of the dollar value of the first \$500,000 of Interim Approved Claims;

10% of the dollar value of Interim Approved Claims in excess of \$500,000.

(5) **Application of Fiscal Year Limits.** For purposes of computing Paradigm's fees, thresholds and fee caps for LEA Billing Services, the date of an Interim Approved Claim will be the warrant date of the Remittance Advice Details ("RAD") issued by DHCS granting interim approval of the claim, regardless of when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless of when or whether Client is reimbursed for the claim by DHCS. Paradigm will invoice Client monthly based on Interim Approved Claims identified in DHCS RADs.

(6) **Approval of Interim Approved Claims After the Termination of the Agreement.** Nothing in this Agreement shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on Interim Approved Claims submitted pursuant to this Agreement whose date of interim approval is after the termination of this Agreement.

b. Fees for CRCS Services. The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$100 per employee or contractor used in the final calculation of "Net

Total Personnel Costs” as reported on Worksheets A and B, or (ii) \$7,500. Paradigm will invoice Client for CRCS services on an annual basis.

c. Fees for MAA Billing Services.

(1) **MAA Program Consulting Services.** The fee for MAA Program Consulting Services will be \$1,000 per month. Paradigm will invoice Client on a monthly basis during the Term of the Agreement.

(2) **MAA Invoice Preparation & Submission Services.** The fee for MAA Invoice Preparation & Submission Services each fiscal quarter during the Term of the Agreement will be an amount equal to \$45 multiplied by the sum of: (i) the number of time survey participants claimed on Client’s MAA Invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in Client’s MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.

(3) The foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm, to the extent allowed by DHCS.

d. Substitution of Alternative Methodology and/or Fee Terms. In the event that any LEA Billing, CRCS, or MAA fee arrangements, or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than Worker Log or RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for MAA reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

e. Late Fees. Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm’s gross income).

11. Protection of Confidential Information.

a. Definitions.

(1) **“Client Confidential Information”** shall mean all information in whatever form that Client provides or authorizes to be provided to Paradigm in connection with the services rendered under this Agreement and that at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state laws or regulations, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by Paradigm as Client’s designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by

Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

(2) **“Paradigm Confidential Information”** shall mean all information in whatever form that Paradigm provides or authorizes to be provided to Client in connection with the services rendered under this Agreement and that, at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm’s Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

(3) **“Confidential Information”** shall mean Client Confidential Information and Paradigm Confidential Information.

b. Protection of Confidential Information.

(1) Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state laws or regulations.

(2) Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state laws and regulations applicable thereto; (ii) have reviewed Paradigm’s written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.

(3) Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party’s obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

(4) Each party will promptly notify the other of any misuse, unauthorized disclosure, or unauthorized access to Confidential Information, and shall reasonably assist the other in responding to such a breach in accordance with all applicable federal and state laws and regulations. Paradigm will designate a Security Coordinator who shall serve as a first point of contact between Client and Paradigm for matters relating to the management and protection of Client Confidential Information.

c. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes. Nothing in this Agreement shall prohibit Paradigm from using

student or other Client Information with all personal identification removed for purposes of training, research, or other activities designed to enhance the services provided to Client and to other Paradigm Clients receiving LEA Billing or MAA services, provided that and to the extent such use is consistent with applicable federal and state laws and regulations.

d. Review and Correction. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

e. Retention of Confidential Information.

(1) Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy all Client Confidential Information in a secure manner or return this Information to Client. Paradigm will confirm in writing its disposition of all Client Confidential Information within five business days of such action.

(2) Client represents that it will only retain Paradigm's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Client will return this Information to Paradigm and confirm such disposition of Paradigm Confidential Information within five business days thereafter.

f. Lawful Disclosure. This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

g. Statutory Compliance. A description of Paradigm's procedures to ensure the security and confidentiality of Client Confidential Information in accordance with the terms of this Agreement and all applicable state and federal laws and regulations is incorporated by reference herein, and is available for inspection by Client upon request at Paradigm's office. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

h. Continuing Obligations. The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

12. Accuracy of Information.

a. Client Efforts. Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole

responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

b. Paradigm Efforts.

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied or reduced due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials or reductions. Client acknowledges that such denials are inherent in the LEA billing process, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such denial or reduction in reimbursement is to request that Paradigm re-bill such claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any denial or reduction in reimbursement to Client for healthcare or administrative services.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

(3) Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

13. *Limitation of Liability.*

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

14. *Licenses and Permits.*

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

15. *Indemnification.*

a. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "**Claims**"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

b. Paradigm's Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

c. The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "**Indemnified Party**") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "**Indemnifying Party**"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

16. *Termination.*

a. For Cause. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

b. Without Cause.

(1) **Mutual Agreement.** The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

(2) **CRCS Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

(3) **MAA Consulting Services Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's MAA Consulting Services by written notice sent no later than sixty (60) days prior to the beginning of any Fiscal Year for which the MAA Consulting Services would otherwise be provided under this Agreement.

c. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason:

(1) **Payment for Services Completed.** All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.

(2) **Payment for Approved LEA Billing Claim Submittals.** Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.

(3) **Payment for MAA Invoice Preparation and Submission Services.** Paradigm shall prepare and submit to DHCS the MAA invoice for any quarter which has commenced as of the date of termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of the invoice or part thereof by DHCS.

(4) **Confidential Information.** Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

d. **Survival of Terms.** All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

17. Paradigm Proprietary Rights.

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

18. Miscellaneous.

a. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by email if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the address set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by email, three business days after the date of mailing of by first class mail, certified or registered mail,

provided that notice received on holidays, weekends or nights will be effective at 9:00 a.m. on the next business day.

b. Relationship. It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

c. Governing Law. This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

d. Severability. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

e. Arbitration. Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.

f. Other Remedies. The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

g. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

h. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any

EXHIBIT DD

conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.

i. Assignment. Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

j. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

k. Counterparts. This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

PARADIGM:

PARADIGM HEALTHCARE SERVICES, LLC

By: Constance Laflamme

Print Name: Constance Laflamme

Title: Executive Director

Date: 2/20/20

Address:

Attn: Constance Laflamme

500 Sansome Street, Suite 500

San Francisco, California 94111

Phone: (415) 616-0920

Fax: (415) 616-0910

CLIENT:

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

Address:

Phone: (____) _____ - _____

Fax: (____) _____ - _____

	\$s to Client @ 50% FMAP	Paradigm's Fees	
		Rate 1	Rate 2
Non-Special Education Assessments			
Developmental Assessment for Occupational Therapy	\$10.94	\$1.31	\$1.09
Developmental Assessment for Physical Therapy	\$11.80	\$1.42	\$1.18
Developmental Assessment for Speech Therapy	\$10.73	\$1.29	\$1.07
Nursing Health & Nutrition Assessment	\$10.33	\$1.24	\$1.03
Health Education & Anticipatory Guidance for Credentialed School Nurse/Pf	\$10.33	\$1.24	\$1.03
Health Education & Anticipatory Guidance for Mental Health	\$10.74	\$1.29	\$1.07
Hearing Assessment (Screening, Pure Tone, Air Only) - Under 18 Yrs	\$8.06	\$0.97	\$0.81
Hearing Assessment (Screening, Pure Tone, Air Only) - Over 18 Yrs	\$7.39	\$0.89	\$0.74
Hearing Assessment (Pure Tone Audiometry, Air Only) - Under 18 Yrs	\$12.09	\$1.45	\$1.21
Hearing Assessment (Pure Tone Audiometry, Air Only) - Over 18 Yrs	\$11.08	\$1.33	\$1.11
Psychosocial Status Assessment	\$10.74	\$1.29	\$1.07
Vision Screening	\$3.45	\$0.41	\$0.34
Special Education Assessments			
Initial/Triennial Audiological Assessment	\$95.45	\$11.45	\$9.54
Annual/Amended Audiological Assessment	\$71.59	\$8.59	\$7.16
Initial/Triennial Nursing Health Assessment	\$72.32	\$8.68	\$7.23
Annual/Amended Nursing Health Assessment	\$41.32	\$4.96	\$4.13
Physician's Health & Nutrition Assessment (I, T, A, AM) - 15 Min. Increments	\$10.33	\$1.24	\$1.03
Initial/Triennial Occupational Therapy Assessment	\$126.03	\$15.12	\$12.60
Annual/Amended Occupational Therapy Assessment	\$87.52	\$10.50	\$8.75
Initial/Triennial Physical Therapy Assessment	\$135.86	\$16.30	\$13.59
Annual/Amended Physical Therapy Assessment	\$94.35	\$11.32	\$9.43
Initial/Triennial Psychological Status Assessment	\$257.64	\$30.92	\$25.76
Annual/Amended Psychological Status Assessment	\$85.88	\$10.31	\$8.59
Psychosocial Status Assessment (I, T, A, AM) - 15 Min. Increments	\$9.42	\$1.13	\$0.94
Initial/Triennial Eval of Speech Fluency	\$33.03	\$3.96	\$3.30
Annual/Amended Eval of Speech Fluency	\$18.02	\$2.16	\$1.80
Initial/Triennial Eval of Sound Production	\$28.32	\$3.40	\$2.83
Annual/Amended Eval of Sound Production	\$15.45	\$1.85	\$1.54
Initial/Triennial Eval of Sound Production plus Language Comprehension/Exp	\$56.63	\$6.80	\$5.66
Annual/Amended of Sound Production plus Language Comprehension/Expr	\$30.89	\$3.71	\$3.09
Initial/Triennial Analysis of Voice and Resonance	\$28.32	\$3.40	\$2.83
Annual/Amended Analysis of Voice and Resonance	\$15.45	\$1.85	\$1.54
Treatment Services			
Initial Audiology Treatment (15-45 Min.)	\$43.75	\$5.25	\$4.37
Audiology Treatment - Additional 15 Min. Increments	\$11.93	\$1.43	\$1.19
Health Aide Treatment - 15 Min. Increments	\$4.40	\$0.53	\$0.44
Hearing Aid Check	\$27.84	\$3.34	\$2.78
School Nursing Treatment - 15 Min. Increments	\$10.33	\$1.24	\$1.03
LVN Treatments - 15 Min. Increments	\$5.22	\$0.63	\$0.52
Initial Occupational Therapy (15-45 Mins.)	\$41.57	\$4.99	\$4.16
Occupational Therapy - Additional 15 Min. Increments	\$10.94	\$1.31	\$1.09
Initial Physical Therapy (15-45 Min.)	\$37.74	\$4.53	\$3.77
Physical Therapy - Additional 15 Min. Increments	\$11.80	\$1.42	\$1.18
Initial Psychology/Counseling, Individual (15-45 Min.)	\$39.53	\$4.74	\$3.95
Psychology/Counseling, Individual - Additional 15 Min. Increments	\$10.74	\$1.29	\$1.07
Initial Psychology/Counseling, Group (15-45 Min.)	\$8.71	\$1.04	\$0.87
Psychology/Counseling, Group - Additional 15 Min. Increments	\$1.79	\$0.21	\$0.18
Initial Speech Therapy, Individual (15-45 Min.)	\$35.75	\$4.29	\$3.58
Speech Therapy, Individual - Additional 15 Min. Increments	\$10.73	\$1.29	\$1.07
Initial Speech Therapy, Group (15-45 Min.)	\$13.11	\$1.57	\$1.31
Speech Therapy, Group - Additional 15 Min. Increments	\$3.57	\$0.43	\$0.36
Targeted Case Management (TCM) - High	\$8.21	\$0.99	\$0.82
Targeted Case Management (TCM) - Med	\$7.20	\$0.86	\$0.72
Targeted Case Management (TCM) - Low	\$6.19	\$0.74	\$0.62
Transportation - One-Way Trip	\$9.27	\$1.11	\$0.93
Transportation Mileage - Per Mile	\$0.65	\$0.08	\$0.07

The reduced Paradigm fee schedule will apply prospectively to services approved for payment by DHCS after (and in the same Fiscal Year) a threshold is reached. The thresholds triggering a decrease in Paradigm fees are to the right.	Rate 1 \$0 to \$500,000	Rate 2 Above \$500,000
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Instructional Materials Submitted for Adoption

Thursday, May 07, 2020

April 10, 2020-May 7, 2020

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Career Technical Education	Suppl.	Advanced Graphic Communication (#9392)	9-12	<i>The Non-Designers Design Book</i>	Peachpit Press
Dual Enrollment	Basic	Automotive Electrical II (#TBD)	11-12	<i>Advanced Automotive Electricity and Electronics</i>	Jones & Bartlett Learning
Dual Enrollment	Basic	Asian Pacific American History (#TBD)	11-12	<i>American History Unbound: Asian Pacific Islanders</i>	University of California Press
Dual Enrollment	Basic	Criminal Investigation (#TBD)	11-12	<i>Criminal Investigation, Eleventh Edition</i>	Cengage Learning
Dual Enrollment	Basic	Introduction to Public Health (#TBD)	11-12	<i>Introduction to Public Health, Fifth Edition</i>	Jones & Bartlett Learning
Dual Enrollment	Basic	Human Nutrition (#TBD)	11-12	<i>Nutrition: Concepts and Controversies</i>	Cengage Learning
English	Suppl.	English 8/English HP (#1350, #1355)	8	<i>They Called Us Enemy</i>	Top Shelf Productions
English	Suppl.	English 8/English HP (#1350, #1355)	8	<i>Turning 15 on the Road to Freedom</i>	Dial Books
Mathematics	Basic	AP Statistics (#3870)	11-12	<i>Updated: The Practice of Statistics</i>	BFW Publisher

Board of Trustees
 May 7, 2020

1. Resignations/Retirements, effective as noted:

Lee, Stefanie	Retirement	5/22/20
Silang, Maria Louisa	Resignation	4/30/20
Wardle, David	Retirement	5/22/20

2. Employment:

A. Teacher(s)/Probationary:

Hitchens, Jason	3/20/20	<u>Column</u> 3	<u>Step</u> 7
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B. Teacher(s)/Temporary:

Drysol, Alexandra	4/27/20	<u>Column</u> 1	<u>Step</u> 1
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C. Counselor(s)/Temporary:

Taguchi, Tomoko	7/22/20	<u>Column</u> 2	<u>Step</u> 2
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D. Beginning Teacher Support and Assessment (BTSA)/Induction Specialists, on an if and as needed basis, to the following individuals to coordinate training and various phases of program evaluation, oversee induction participant credentialing, Peer Assistance Review (PAR), substitute training, and student teacher placement, effective 9/1/20 through 6/30/21. (BTSA Funds)

Schwartz, Billie \$4,771.30/month, not to exceed \$47,713

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)

Blackshear, Sherrita 3/9/20

B. Health Summer Program, to be paid to the following individual(s), at the hourly rate of pay of \$45.52 per person. Hours will vary depending on the planned activities and will be in session from May 29, 2020, through June 26, 2020. (LCFF Funds)

Hayward, Shanda
 Hernandez, Desmond
 Look, Kathryn
 Watkins, Christopher

C. English Summer Program, to be paid to the following individual(s), at the hourly rate of pay of \$45.52 per person. Hours will vary depending on the planned activities and will be in session from May 29, 2020, through June 26, 2020. (LCFF Funds)

Grefe, Rachel
 VanVooren, Melissa

Board of Trustees
May 7, 2020

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D. AUHSD Summer Language Academy (SLA), Teachers will be paid at the hourly rate of pay of \$45.52 per person. SLA hours will vary depending on the planned activities and will be in session from June 1, 2020, through June 25, 2020. (Title III Funds)

Garcia, Juan Pablo
Preciado, Bruno
Tice, Maryanne

4. Pay adjustments for the following military instructors for the JROTC/NJROTC program unless otherwise noted by military contract, effective as noted:

	<u>Salary</u>	<u>Effective</u>
Munoz, Jesus	\$5,481.80	3/1/20

5. Extra Service Assignments, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Ball</u> Reyes, Gerardo Softball	\$1,889	4 th Quarter	3/12/20
Small, Rebena Volleyball	\$2,555	4 th Quarter	3/12/20
<u>Brookhurst</u> Becker, Michelle Track	\$2,555	4 th Quarter	3/12/20
<u>Dale</u> Perry, Jennifer Softball	\$2,555	4 th Quarter	3/12/20
<u>Katella</u> Vargas, Giajaida Volleyball, Asst./Lower Level	\$3,107	Season	2/3/20
<u>Kennedy</u> Harvey, Jalen Band	\$700	2 nd Semester	1/6/20
<u>Magnolia</u> Rosales, Zachary Color Guard	\$2,796.50	2 nd Semester	2/28/20
<u>Oxford</u> Clark, Samuel Track	\$2,555	4 th Quarter	3/12/20

Human Resources Division, Certificated Personnel

EXHIBIT FF

Board of Trustees
May 7, 2020

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Clark, Steven Volleyball	\$2,555	4 th Quarter	3/12/20
Dodd, Timothy Softball	\$2,555	4 th Quarter	3/12/20
Hernandez, Jose Volleyball	\$2,555	4 th Quarter	3/12/20
<u>Savanna</u> Arealos, Rudy Band, Assistant Director	\$1,633	2 nd Semester	1/6/20
Blair, Samantha Drama	\$500	2 nd Semester	1/6/20
Flores, Ralph Volleyball	\$3,107	Season	2/3/20
Franco, Esther Dance	\$1,909	2 nd Semester	1/6/20
Herrera, Isaac Track, Asst./Lower Level	\$3,107	Season	2/10/20
Kammer, Karyn Cheer	\$2,796.50	2 nd Semester	1/6/20
Kolakowski, Lawrence Accompanist	\$845	2 nd Semester	1/6/20
Konrad, John Tennis, Asst./Lower Level	\$3,107	Season	2/10/20
Robinson, Cory Color Guard	\$2,796.50	2 nd Semester	1/6/20
Robinson, Cory Dance	\$1,633	2 nd Semester	1/6/20
Sanchez Estrada, Nancy Band, Assistant Director	\$1,633	2 nd Semester	1/6/20
<u>Sycamore</u> Elizondo, Daniel Track	\$2,555	4 th Quarter	3/12/20
Greco, Stefanie Softball, Assistant	\$1,889	4 th Quarter	3/12/20
Jimmerson, Marcus Track	\$2,555	4 th Quarter	3/12/20

Board of Trustees
May 7, 2020

1. **Retirements/Resignations/Terminations, effective as noted:**

	<u>Location:</u>	<u>Effective</u>
Aranda, Aaron Bus Driver	Transportation Department	05/20/2020
Booker, Kara District and Community Use Manager	Maintenance Department	04/15/2020
Gonzalez, Javier Bus Driver	Transportation Department	06/01/2020
Heeb, Rebecca Instructional Assistant – Specialized Academic Instruction	Ball Jr. High School	05/21/2020
Magdaleno, Mario Bus Driver	Transportation Department	04/14/2020
Martinez, Lisa Food Services Assistant II (RESCINDMENT of Retirement)	Savanna High School	05/21/2020

2. **Employment, effective as noted:**

	<u>Range/Step:</u>	<u>Effective:</u>
Permanent Employees:		
Gomez, Michael Bus Driver	55/01	08/10/2020
Kehoe, Laurel Bus Driver	55/01	08/10/2020
Wolf, Sherryl Bus Driver	55/01	08/10/2020
Yacoub, Magdy Bus Driver	55/01	08/10/2020

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

**BOARD OF TRUSTEES
Minutes
Thursday, March 5 2020**

UNADOPTED

1. CALL TO ORDER—ROLL CALL

Board President Randle-Trejo called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 8:30 a.m.

Present: Annemarie Randle-Trejo, president; Katherine H. Smith clerk; Anna L. Piercy, assistant clerk; Al Jabbar and Brian O’Neal, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root, Ed.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Closed session item 4.6, pull employee numbers HR-2019-20-14, HR-2019-20-18, HR-2019-20-19, and HR-2019-20-20.
- Page 16 of the agenda, revise item 10.27 to be a roll call vote.
- Exhibit BBB, replace pages 1 and 2.
- Exhibit CCC, replace page 1 to remove Craig Grothe.

On the motion of Trustee O’Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 8:32 a.m.

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

5.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 10:07 a.m.

Absent: Brad Jackson, assistant superintendent, Human Resources

On the motion of Trustee O’Neal and duly seconded, Exhibit BBB, page 1 was reamended.

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

President Randle-Trejo led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 **Closed Session Report**

Board Clerk Smith reported the following actions taken during closed session.

- 5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 5.3.2 No reportable action taken regarding anticipated litigation.
- 5.3.3 The Board of Trustees took formal action, with a 5-0 vote, to approve the settlement agreement in OAH Case No. 2020020306, resolving all issues in student's due process complaint by amending Student's IEP, providing compensatory education, and providing \$5,000 in reimbursements.
- 5.3.4 No reportable action taken regarding negotiations.
- 5.3.5 No reportable action taken regarding personnel.
- 5.3.6 The Board of Trustees unanimously voted to non-reelect certificated employees HR-2019-20-16 and HR-2019-20-17 for the next school year.
- 5.3.7 The Board of Trustees unanimously voted to accept the agreement with employee HR-2019-20-07.
- 5.3.8 The Board of Trustees unanimously voted to accept the resignation agreement with employee HR-2019-20-08.
- 5.3.9 The Board of Trustees unanimously voted to reassign employee HR-2019-20-09 within their credential area for the 2020-21 school year.
- 5.3.10 The Board of Trustees unanimously voted to reassign employee HR-2019-20-12 within their credential area for the 2020-21 school year.
- 5.3.11 The Board of Trustees unanimously voted to reassign employee HR-2019-20-13 within their credential area for the 2020-21 school year.
- 5.3.12 The Board of Trustees unanimously voted to accept the resignation agreement for employee HR-2019-20-22.
- 5.3.13 The Board of Trustees took formal action, with a 5-0 vote, to approve the expulsion of student 19-38.

6. **INTRODUCTION OF GUESTS**

The Board of Trustees recognized our community stakeholders for their interest in the Anaheim Union High School District and for attending our Board meeting. Thank you for your participation and contribution as we create an educational environment that graduates socially aware, civic-

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

In addition, Board of Trustees' President Randle-Trejo introduced Jackie Brock, CSEA past president; Cory Kretz, APGA co-president; and Allan Walker, Citizen's Oversight Committee member.

7. REPORTS

7.1 Reports of Associations

Cory Kretz introduced Penny Hatzis, Savanna High School counselor. Mrs. Hatzis spoke of the school site's counseling goals, as well as what counselors are doing to support all students.

7.2 Parent Teacher Student Association (PTSA) Reports

There was no report.

8. PUBLIC COMMENTS, OPEN SESSION ITEMS

- 8.1 Dr. Bryant, director, English Learner and Multilingual Services, invited the Board to the ACSA Every Student Succeeding event, as well as the Friends of Education Dinner. Additionally, she acknowledged ACSA Administrator of the Year nominees Scott Reindl, Brad Minami, Amanda Bean, Amy Kwon, Hilda Vazquez, and Jeff Howe.

9. PRESENTATIONS

9.1 Measure H Citizens' Oversight Committee Annual Report (March 2019–February 2020)

Background Information:

Pursuant to Education Code, Chapter 1.5, Strict Accountability in Local School Construction Bonds Act of 2000, a school district is required to establish a Citizens' Oversight Committee (COC) upon the passing of a local school construction bond. The Committee's duties include informing the public concerning the District's expenditure of the bond proceeds, reviewing the expenditure reports produced by the District, and presenting an annual report with a focus on bond expenditure compliance to the Board of Trustees.

Current Consideration:

The COC met on various occasions since March 2019, and is ready to fulfill its duties to inform the public of the Committee's proceedings, as well as activities for the year. The annual report will be presented to the Board of Trustees in public session, and it will be posted on the Blueprint for the Future website.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board received the COC's annual report presentation.

9.2 2019-20 Second Interim Budget Report

Background Information:

Education Code Section 42131 (a)(1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. This certification shall be based upon the Board's assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education, pursuant to Section 33127 of the District budget, as revised to reflect current information regarding the adopted state budget, district property tax revenues pursuant to Sections 95 through 100 inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certification shall be classified as positive, qualified, or negative, as prescribed by the superintendent of public instruction for the purposes of determining subsequent actions by the superintendent of public instruction, the state controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). This certification shall be based upon the financial and budgetary reports required by Section 42130, but may include additional financial information known by the Board of Trustees to exist at the time of each certification. For purposes of this subdivision, a positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year, or two subsequent fiscal years. A negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the current fiscal year or the subsequent fiscal year.

Current Consideration:

The Board of Trustees received a presentation from the assistant superintendent, Business regarding the District's fiscal solvency.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

10. ITEMS OF BUSINESS

RESOLUTIONS

10.1 Resolution No. 2019/20-B-13, Adjustments to Income and Expenditures, General Funds; Resolution No. 2019/20-B-14, Adjustments to Income and Expenditures, Various Funds; and the 2019-20 Second Interim Report

Background Information:

Education Code Section 42131 (a)(1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and based on current forecasts,

for the two subsequent fiscal years. This certification shall be based upon the Board of Trustees' assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127, the District budget, as revised to reflect current information regarding the adopted state budget, district property tax revenues pursuant to Section 95 to 100, inclusive, the Revenue and Taxation Code, as well as ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certification shall be classified as positive, qualified, or negative, as prescribed by the superintendent of public instruction, for the purposes of determining subsequent actions by the superintendent of public instruction, the state controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). This certification shall be based upon the financial and budgetary reports required by Section 42130, but may include additional financial information known by the Board of Trustees to exist at the time of each certification. For purposes of this subdivision, a positive certification shall be assigned to any school district that, based upon current projections, will be able to meet its financial obligations for the remainder of the fiscal year, and the two subsequent fiscal years. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year or two subsequent fiscal years. A negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the current fiscal year or subsequent fiscal year.

Current Consideration:

In certifying the 2019-20 Second Interim Report as positive, the Board of Trustees understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years.

Budget Implication:

As part of the interim reporting process, budget adjustments are made to income, expenditures, and fund balances. Resolution No. 2019/20-B-13, Adjustments to Income and Expenditures, General Funds; and Resolution No. 2019/20-B-14, Adjustments to Income and Expenditures, Various Funds; authorizes budget adjustments, per Education Code Sections 42602 and 42610.

Action:

1. On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2019/20-B-13 and Resolution No. 2019/20-B-14. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

2. On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the positive certification of the 2019-20 Second Interim Report that the District is able to meet its financial obligations.

10.2 **Resolution No. 2019/20-B-15, Approve Re-Negotiation to the Current Community Benefits Agreement for Projects Funded by the Measure H General Obligation Bond**

Background Information:

In November 2014, local voters approved the Classroom Repair and School Safety Bond, a \$249 million Measure H school bond. In July 2017, the Board of Trustees approved a Community Benefits Agreement. The Community Benefits Agreement (CBA) was approved for a five-year term and established a project list of projects to be included under the CBA.

As stated in California Public Contract Code Section 2500(b)(1), a CBA is defined as a "...prehire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects." The California Public Contract Code provides that a public entity may require a contractor to enter into a project labor agreement for a construction project if specific provisions are included such as a requirement that the project labor agreement permit all qualified contractors and subcontractors to bid for and be awarded work on the project without regard to whether they are otherwise parties to collective bargaining agreements.

Current Consideration:

If the attached resolution is adopted by the Board of Trustees, the superintendent or designee will be authorized to re-negotiate the terms of the current CBA. These renegotiations may include, but are not limited to, an extended term for the agreement and the addition of more projects. After this round of negotiations, the revised CBA would be presented at a subsequent Board meeting for consideration.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2019/20-B-15. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.3 **Resolution No. 2019/20-E-19, Autism Awareness Month**

Background Information:

In order to highlight the growing need for concern and awareness about autism, the Autism Society has been celebrating National Autism Awareness Month since the 1970's. The United States recognizes April as a special opportunity for everyone to educate the public about autism and issues within the autism community.

Current Consideration:

The adoption of Resolution No. 2019/20-E-19 for Autism Awareness Month recognizes April as Autism Awareness Month, a time to focus attention on those with autism and related pervasive developmental disorders. It also provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support autism awareness.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2019/20-E-19. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.4 **Resolution No. 2019/20-E-20, Cesar Chavez Day**

Background Information:

Each year Cesar Chavez Day is observed in the United States on March 31. It celebrates the birthday of Cesar Estrada Chavez and it serves as a tribute to his commitment to social justice and respect for human dignity.

Current Consideration:

The adoption of Resolution No. 2019/20-E-20 honors Cesar Chavez for his many achievements and contributions to our nation. It also provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support Cesar Chavez Day.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2019/20-E-20. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.5 **Resolution No. 2019/20-E-21, National Child Abuse Prevention Month**

Background Information:

National Child Abuse Prevention Month is acknowledged in the United States each year during the month of April. By acknowledging the need for public education and community services to help prevent child abuse and neglect, many groups hope to reduce the impact to children and families facing child abuse.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2019/20-E-21, National Child Abuse Prevention Month. This will provide an opportunity to inform parents, guardians, and the community of the efforts that the District is making to support the prevention of child abuse.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2019/20-E-21. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.6 **Resolution No. 2019/20-E-22, Arab American Heritage Month**

Background Information:

Arab American Heritage Month celebrates the contributions of Arab Americans to the United States and celebrates the group's heritage and culture.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2019/20-E-22, Arab American Heritage Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to honor the many achievements and contributions made by Arab Americans to our economic, cultural, spiritual, and political development. The District will acknowledge April as Arab American Heritage Month.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2019/20-E-22. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

BUSINESS SERVICES**10.7 Revised Board Policy 5400 (3554), Other Food Sales, First Reading**Background Information:

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

Current Consideration:

The Business Division submitted the following policy for review:

Revised Board Policy 5400 (3554), Other Food Sales

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed the policy listed above.

10.8 Board Policy, Multiple Policies, Second ReadingBackground 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:

- 10.8.1 New Board Policy 5110.3 (3541.1), Transportation for School-Related Trips
- 10.8.2 New Board Policy 5112.1 (3543), Transportation Safety and Emergencies
- 10.8.3 New Board Policy 4500 (3100), Budget
- 10.8.4 New Board Policy 4504 (3220.1), Lottery Funds
- 10.8.5 New Board Policy 5408 (3555), Nutrition Program Compliance

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees reviewed and approved the policies listed above.

EDUCATIONAL SERVICES**10.9 Educational Consulting Agreement, Straight Up Abilities**Background Information:

Straight Up Abilities (SUA) provides low cost dance training to children and adults with intellectual or physical disabilities. The mission of SUA is to spread a message of inclusion, challenge perspectives, and break stereotypes. SUA instructors are professional dancers with backgrounds in a variety of dance styles.

Current Consideration:

SUA will provide dance instruction to the students in the moderate/severely handicapped program at Orangeview Junior High School. Services will be provided March 10, 2020, through May 19, 2020.

Budget Implication:

Total costs for these services is not to exceed \$900. (LCFF Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement.

10.10 Revised Board Policy 71105 (6164.5), High School Graduation Requirement, First ReadingBackground Information:

Board Policy 71105 (6164.5), High School Graduation Requirement sets forth the District's commitment to ensure students are provided the opportunity to become College, Career, and Life Ready. The District's graduation requirements are designed to ensure proficiency on curriculum standards, provide a common base of general education, encourage academic excellence, and participation in enrichment studies, as well as comply with California law. The Board policy was last revised in May 2016.

Current Consideration:

The graduation policy drives decisions in terms of District practices and protocols. Feedback from our stakeholders prompted a review of the District's current graduation policy, which resulted in the updating of course sequence, including the alignment of the District's Graduation Policy with the California School Boards Association model policy.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed revised Board Policy 71105 (6164.5).

10.11 **Purchase, Lightstream Managed Services, LLC**

Background Information:

The District is expanding its use of cloud-based resources and services for network infrastructure and disaster recovery. The District is looking to leverage the Microsoft Azure platform for long-term backup storage. Microsoft Azure is a cloud computing service created by Microsoft for building, testing, deploying, as well as managing applications and services through Microsoft-managed data centers.

Current Consideration:

Lightstream Managed Services, LLC (Lightstream) is a Microsoft gold partner for cloud services. The District intends to use Lightstream to setup disaster recovery and backup services on the Microsoft Azure platform. While the total project cost is \$24,000, Lightstream will request Microsoft funding to subsidize the project. The District will only proceed with the project if Microsoft funds the project.

Budget Implication:

The total costs for these services is not to exceed \$2,000. (General Funds)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the purchase.

10.12 **School-Sponsored Student Organizations**

Background Information:

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

Current Consideration:

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

10.12.1 Medical Club, Kennedy High School

10.12.2 The Mystic Arts (Art Club), Brookhurst Junior High School

Budget Implication:

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

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organization applications.

HUMAN RESOURCES

10.13 **Initial Contract Proposal, AUHSD to Mid-Managers Association (MMA)**

Background Information:

In accordance with Board Policy 6500.01, the District's initial contract proposal to MMA must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to MMA for the 2019-20 year was presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

10.14 **Public Hearing, Initial Contract Proposal, AUHSD to Mid-Managers Association (MMA)**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the District's initial contract proposal to MMA.

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to MMA for the 2019-20 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President Randle-Trejo opened the public hearing at 12:05 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 12:05 p.m.

10.15 **Initial Contract Proposal, MMA to AUHSD**

Background Information:

In accordance with Board Policy 6500.01, the Mid-Managers Association's (MMA) initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. MMA's initial contract proposal to the District for the 2019-20 year was presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

10.16 **Public Hearing, Initial Contract Proposal, MMA to AUHSD**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the Mid-Managers Association's (MMA) initial contract proposal to the District.

Current Consideration:

The Board must hold a public hearing of MMA's initial contract proposal to the District for the 2019-20 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President Randle-Trejo opened the public hearing at 12:05 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 12:05 p.m.

10.17 **Initial Contract Proposal, AUHSD to CSEA**

Background Information:

In accordance with Board Policy 6500.01, the District's initial contract proposal to the California School Employees Association (CSEA) must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to CSEA for the 2019-20 year was presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

10.18 **Public Hearing, Initial Contract Proposal, AUHSD to CSEA**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the District's initial contract proposal to the California School Employees Association (CSEA).

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to CSEA for the 2019-20 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President Randle-Trejo opened the public hearing at 12:06 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 12:06 p.m.

10.19 **Initial Contract Proposal, CSEA to AUHSD**

Background Information:

In accordance with Board Policy 6500.01, California School Employees Association's initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. CSEA's initial contract proposal to the District for the 2019-20 year was presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

10.20 **Public Hearing, Initial Contract Proposal, CSEA to AUHSD**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the California School Employees Association's (CSEA) initial contract proposal to the District for the 2019-20 year.

Current Consideration:

The Board must hold a public hearing of CSEA's initial contract proposal to the District for the 2019-20 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President Randle-Trejo opened the public hearing at 12:06 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 12:06 p.m.

10.21 **Initial Contract Proposal, AUHSD to AFSCME**

Background Information:

In accordance with Board Policy 6500.01, the District's initial contract proposal to AFSCME must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to AFSCME for the 2019-20 year was presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

10.22 **Public Hearing, Initial Contract Proposal, AUHSD to AFSCME**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the District's initial contract proposal to AFSCME.

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to AFSCME for the 2019-20 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President Randle-Trejo opened the public hearing at 12:06 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 12:06 p.m.

10.23 **Initial Contract Proposal, AFSCME to AUHSD**

Background Information:

In accordance with Board Policy 6500.01, the American Federation of State, County and Municipal Employees (AFSCME) initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. AFSCME's initial contract proposal to the District for the 2019-20 year was presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

10.24 **Public Hearing, Initial Contract Proposal, AFSCME to AUHSD**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the American Federation of State, County and Municipal Employees (AFSCME) initial contract proposal to the District.

Current Consideration:

The Board must hold a public hearing of AFSCME's initial contract proposal to the District for the 2019-20 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President Randle-Trejo opened the public hearing at 12:06 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 12:07 p.m.

10.25 **Revised Board Policy 91200; 91200-R, Uniform Complaint Procedures, Second Reading**

Background Information:

Board Policy 91200; 91200-R, Uniform Complaint Procedures, provides the procedure for students, parents/guardians, and District employees to make complaints alleging failure to comply with applicable state, as well as federal laws and regulations, and/or alleging discrimination. The policy was last revised in 2019.

Current Consideration:

The Board of Trustees was requested to review and/or approve the second reading of revised Board Policy 91200; 91200-R, Uniform Complaint Procedures. The revised policy removes conflicting language to ensure consistency within the policy.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees reviewed and approved revised Board Policy 91200; 91200-R, Uniform Complaint Procedures.

SUPERINTENDENT'S OFFICE

10.26 **Revised Board Bylaw, Board Bylaw 10250 (BB 9250), Remuneration, Reimbursement, and Other Benefits, First Reading**

Background Information:

On April 11, 2019, the Board of Trustees adopted new Board Bylaw 10250 (BB 9250) regarding remuneration, reimbursement, and other benefits provided by the District to members of the Board. Among other things, Board Bylaw 10250 provides for reimbursement of travel expenses incurred when performing services directed by the Board.

Current Consideration:

The Board of Trustees requested that staff review District policies related to Trustee travel for future clarification and updates. Currently, Board Bylaw 10250 (BB 9250) provides for reimbursement of Trustee travel for authorized purposes such as attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the District's interests; attendance at District or community events; and meetings with state or federal officials on issues of community concern. Expenses are calculated in accordance with other policies established for other District personnel, including Board Policy 6206 (3350). The revised Bylaw clarifies criteria for authorized travel by Board members.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed the revised bylaw.

10.27 **2020 California School Boards Association Delegate Assembly Election****Background Information:**

The California School Boards Association (CSBA) is the nonprofit education association representing the elected officials who govern public school districts and county offices of education. With a membership of nearly 1,000 educational agencies statewide, CSBA brings together school governing boards, as well as administrators from districts and county offices of education to advocate for effective policies that advance the education and well-being of the state's more than six million school age children. A membership driven association, CSBA provides policy resources and training to members, as well as represents the statewide interests of public education through legal, political legislative, community, and media advocacy.

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the board of directors, and executive committee, delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state.

Delegates are elected by CSBA member boards by region and serve a two-year term. Nominees for delegates must be a member of a member board within that geographic region.

Current Consideration:

This is an opportunity for the Board of Trustees to consider voting for candidates. The Board, as a whole, may vote for up to seven candidates. No more than one vote for any candidate may be submitted. The ballot also contains a provision for write-in candidates. The ballot must be postmarked by the U.S. Post Office on, or before, Monday, March 16, 2020.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, the Board of Trustees voted for Lauren Brooks, Carrie Buck, Elizabeth Gonzalez, Candice Kern, Kathy Moffat, Annemarie Randle-Trejo, and Sharon Wallin. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11. **CONSENT CALENDAR**

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 11.10, Exhibit JJ, and 11.11, Exhibit LL, pulled by Trustee O'Neal, as well as item 11.27 pulled by Trustee Jabbar.

BUSINESS SERVICES11.1 **Agreement, Cooperative Strategies****Background Information:**

Education Code Section 17620 and Government Code Section 65995 authorize school districts to collect school facilities fees (developer fees) on new development. The amounts are adjusted every two years according to the inflation rate for Class B construction as

determined by the State Allocation Board. On January 22, 2020, the State Allocation Board approved an increase in the assessment of statutory school facility fees levied by school districts.

Current Consideration:

The District collects statutory school facilities fees to assist with the funding of new construction and reconstruction projects. In order to levy and collect the fees at the new increased rates, the District must adopt a fee justification study (FJS).

The District desires to enter into an agreement with Cooperative Strategies to prepare an updated FJS, which will document the District’s ability to collect statutory school facility fees. Cooperative Strategies has the expertise to assist staff in analyzing the District’s potential to assess statutory school facility fees at new increased rates.

Budget Implication:

Services will be provided at a cost of \$8,400 for the fee justification study and \$1,200 for other related services, for a total cost not to exceed \$9,600. (Developer Fees Funds)

Action:

The Board of Trustees approved the agreement.

11.2 **Award of Bids**

The Board of Trustees was requested to award the following bids.

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2020-11	District Office Electric Bus Charging Station Expansion (General Funds to be reimbursed by Grant Funds)	Red Dragon Electric, Inc.	\$220,000
2020-12	Western High School Security Fencing (Measure H Funds)	J & A Engineering Corp dba J & A Fence	\$119,500

Action:

The Board of Trustees awarded Bids No. 2020-11 and 2020-12.

11.3 **Ratification of Change Order**

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

Bid #2019-27, Lexington Junior High School Relocatable Buildings Project (Developer Fees Funds) JM & J Contractors	P.O. #M64A0304
Original Contract	\$499,785
Change Order #1	(\$10,482.02)
New Contract Value	\$489,302.98

Action:

The Board of Trustees ratified the change order as listed.

11.4 **Notice of Completion**

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

Bid #2019-27, Lexington Junior High School	P.O. #M64A0304
Relocatable Buildings Project (Developer Fees Funds)	
JM & J Contractors	
Original Contract	\$499,785
Contract Changes	(\$10,482.02)
Total Amount Paid	\$489,302.98

Action:

The Board of Trustees authorized the assistant superintendent, Business to accept Bid 2019-27 as complete, and authorized the filing of the notice of completion with the Office of the County Recorder.

11.5 **Award of Bid, E-Rate 23**

Background Information:

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

At the September 12, 2019, Board meeting the process to utilize competitive request for proposals (RFP) was approved by the Board of Trustees, and staff proceeded with the bidding process.

Current Consideration:

As a result of the bidding process, the following RFP will be awarded to the lowest responsible and responsive bidders per Resolution No. 2019/20-B-05 pursuant to Public Contract Code (PCC) 20118.2:

Award of Bid

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2020-10	Network Equipment	Sehi Computer Products, Inc.	\$722,479

Budget Implication:

Under the Federal E-Rate program, USAC will directly subsidize the cost of the material, equipment, and services being awarded. As a result, the District will pay a considerable amount less and will qualify for 80 percent of eligible services based on Free-and-Reduced numbers.

2020-10	E-Rate: \$564,017	General Funds: \$158,462
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Action:

The Board of Trustees awarded Bid No. 2020-10 pursuant to PCC 20118.2 as listed.

11.6 **Agreements, Transportation**

Background Information:

The Board of Trustees has in past years approved agreements to provide transportation services for outside organizations. The District has been approached by the California Future Farmers of America Association and The Literacy Project of Tustin CA to provide transportation services.

Current Consideration:

By providing services to outside organizations, the District is able to generate additional work for our drivers, as well as offset costs to the general fund. The agreements will be in effect April 1, 2020, through June 30, 2020. The agreements will be signed following Board approval.

Budget Implication:

This transportation agreement will provide revenue to the District.

Action:

The Board of Trustees approved the agreements.

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

Action:

The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 et al.

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

Action:

The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

11.9 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees ratified items 11.10, Exhibit JJ, and 11.11, Exhibit LL, with the following roll call vote.

Ayes: Trustees Jabbar, Piercy, Smith, and Randle-Trejo

Abstain: Trustee O'Neal

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

Action:

The Board of Trustees ratified the reports January 28, 2020, through February 24, 2020.

11.11 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report January 28, 2020, through February 24, 2020.

11.12 **SUPPLEMENTAL INFORMATION**

11.12.1 ASB Fund, January 2020

11.12.2 Cafeteria Fund, December 2019

11.12.3 Enrollment, Month 7

EDUCATIONAL SERVICES

11.13 **Agreement, Orange County Superintendent of Schools, Friday Night Live and Club Live Programs**

Background Information:

Friday Night Live, a high school program, and Club Live, a junior high school program, are school-based programs that implement student activities, which focus on alcohol and other drug prevention services. The Orange County Superintendent of Schools' agreement provides the District with funding to pay stipends to school advisors for supporting the programs.

Current Consideration:

The schools participating in these programs are Brookhurst, Orangeview, and South junior high schools, as well as Gilbert, Kennedy, Magnolia, and Savanna high schools. Services are being provided November 1, 2019, through June 30, 2020.

Budget Implication:

The total cost is not to exceed \$7,000, to be reimbursed through the Orange County Superintendent of Schools. (Grant Funds)

Action:

The Board of Trustees ratified the agreement.

11.14 **Memorandum of Understanding (MOU), Career Technical Education Incentive Grant Consortium Application with North Orange County Regional Occupational Program (NOCROP)**

Background Information:

The Career and Technical Education Incentive Grant (CTEIG) is established as a state education, economic, and workforce development initiative. The goal of CTEIG is to provide students in kindergarten through grade twelve with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of Career Technical Education (CTE) programs per Education Code (EC) Sections 53070–53076.4. Districts may apply individually, as well as apply as a consortium with partner districts, as long as the total Average Daily Attendance (ADA) cited in each application does not exceed the total ADA of the districts applying for the grant.

Current Consideration:

The District would like to participate in a consortium application submitted by North Orange County ROP in order to maximize the potential funding from the grant. In order to submit a consortium application, North Orange County ROP must have an MOU with the District. Services are being provided July 1, 2019, through June 30, 2020. The agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the MOU.

11.15 **Amendment Agreement, Children's Hospital of Orange County Mobile Health Care Services, dba CHOC**

Background Information:

The District has had multi-year agreements with Children's Hospital of Orange County (CHOC) to provide asthma care services to District students since 2007. CHOC has provided health care under their clinical license in Orange County in coordination with the District's Health Services office. Services have included the use of mobile clinics at Dale and Sycamore junior high schools for the treatment of asthma care, minor medical conditions, acute and well-child physical examinations, adolescent services, immunizations, as well as appropriate medical referrals for follow-up care.

Current Consideration:

Through their mobile clinics, CHOC provides asthma care and medical services to District students that may otherwise not have access to these services. This collaboration between CHOC and the District allows students to receive needed health care. An amendment is required to extend the dates of services. Services are being provided March 1, 2020, through June 30, 2022. All other terms and conditions remain intact.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the amendment to the agreement.

11.16 **Agreements, Pacific Audiologics**

Background Information:

Hearing and vision screening is mandated in California public schools in kindergarten/first grade, second grade, fifth grade, tenth/eleventh grade, and upon first school entry (California Code of Regulations, Title 17, Section 2952 (c)(1)). Hearing screening in California public schools must be conducted by a credentialed audiometrist. The District has contracted with Pacific Audiologics for the past ten years to provide this service.

Current Consideration:

The District does not have the personnel capacity to conduct these screenings for approximately 10,500 students. The District is requesting to have Pacific Audiologics conduct assessments for our students during the 2019-20 and 2020-21 years. Services for 2019-20 are being provided August 1, 2019, through June 30, 2020. Services for 2020-21 will be provided August 1, 2020, through June 30, 2021.

Budget Implication:

The total costs for these services is not to exceed \$70,000 per year. (Special Education Funds)

Action:

The Board of Trustees ratified and/or approved the agreements.

11.17 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in world languages. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, March 5, 2020, through April 9, 2020.

Action:

The Board of Trustees approved the display.

11.18 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for dual enrollment courses. The books have been made available for public view.

Action:

The Board of Trustees adopted the selected materials.

11.19 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

11.20 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

11.21 **Agreement, Concordia University, School Counselor Candidate Practicum/Fieldwork**

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 school sites. The District has had various agreements in place with Concordia University since 2003.

Current Consideration:

This agreement provides the opportunity for university students attending Concordia University to serve as counselor interns in our District schools to promote a college going culture through peer-to-peer conferences on the challenges of college, sharing personal experiences as college students, as well as conducting classroom presentations on college

experience and college life. Counselor interns do not replace counseling services provided by District counselors. Counselor interns will meet with an on-site supervisor for the purpose of completing the University's field instruction and participation requirements. Additionally, professional attire and conduct will be reviewed. The agreement is effective March 6, 2020, through March 5, 2023. Due to the university's policy for executing agreements, this agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

11.22 **Agreement, Chapman University, Communication Sciences and Disorders**

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 speech pathology interns to provide supervised support services to District students and staff. The District has had various agreements in place with Chapman University since 2013.

Current Consideration:

The agreement with Chapman University will provide for clinical training in the area of speech pathology. The agreement will be effective January 6, 2020, through January 6, 2023. University students will meet with District clinical supervisors (speech language pathologists) at the intern's assigned school site to be involved in the student's preparation for speech language pathology. This agreement provides opportunities for the student to observe, participate, and assist in the District's speech language pathology program. Clinical supervisors will model to the student effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. Due to the university's policy for executing agreements, this agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the agreement.

11.23 **2018-19 Classified Employee Salary Schedules**

Background Information:

The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally approve classified salary schedules, along with any subsequent additions, corrections, or modifications made to the schedules. Routine modifications continue to be necessary to accurately represent necessary updates and corrections on the schedules.

Current Consideration:

Adopt modifications to the salary schedule for the California School Employees Association (CSEA).

The proposed modifications include the listing of long service recognition (longevity), bilingual stipend, and nightwork differential.

Budget Implication:

The approval for the salary schedule itself is not approval to fund specific assignments, but rather approval for the types of positions and compensation that may be approved later with subsequent Board action for specific individuals.

Action:

The Board of Trustees adopted the salary schedule for CSEA as submitted.

11.24 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report, as amended prior to the adoption of the agenda.

11.25 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report, as amended prior to the adoption of the agenda.

SUPERINTENDENT'S OFFICE

11.26 **Conferences and/or Meetings**

It was recommended that the Board of Trustees ratify and/or approve the attendance to the following conferences for superintendent with payment of necessary expenses (registration, travel, hotel, parking, taxi, etc.)

11.26.1 2020 NCCEP/GEAR UP Capacity Building Workshop and Board of Directors Meeting, February 22, 2020, through February 26, 2020, Orlando, FL, at a cost not to exceed \$1,200. GEAR UP will reimburse cost for travel. (General Funds)

11.26.2 NCCEP/Region One, April 1, 2020, Mission, TX, at a cost not to exceed \$900. NCCEP will reimburse cost for travel. (General Funds)

Action:

The Board of Trustees ratified and/or approved for superintendent to attend the conferences.

11.27 **Conferences and/or Meetings**

It was recommended that the Board of Trustees approve the attendance to the following meeting by Trustee Jabbar with payment of necessary expenses (travel, hotel, parking, taxi, etc.)

CSBA Planning Committee Meeting, March 13, 2020, through March 14, 2020, Sacramento, CA, at a cost not to exceed \$500. CSBA will reimburse cost for travel. (General Funds)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees approved for Trustee Jabbar to attend the meeting.

11.28 **Board of Trustees' Meeting Minutes**

11.28.1 January 16, 2020, Regular Meeting

11.28.2 February 6, 2020, Regular Meeting

Action:

The Board of Trustees approved the minutes as submitted.

12. **SUPERINTENDENT AND STAFF REPORT**

Dr. Fried announced 14 school sites within the District will be receiving civic engagement awards. Savanna High School and South Junior High School will receive the award of excellence; Loara High School and Walker Junior High School will receive the award of distinction. Additionally, Anaheim, Katella, Kennedy, Western high schools, Oxford Academy, as well as Ball, Brookhurst, Dale, Orangeview, and Sycamore junior high schools will receive the award of merit.

Superintendent Matsuda invited the Board and those in attendance to Hope School's 50th Celebration on March 7, 2020.

Dr. Root acknowledged OCDE Classified Employee of the Year winner Phillip Burns, District chef.

13. **BOARD OF TRUSTEES' REPORT**

Trustee O'Neal stated he attended Honor Band Concert, Open Houses for Kennedy, Gilbert, and Western high schools, as well as for Ball and Brookhurst junior high schools, Savanna High School reopening ceremony, Buena Park State of the City luncheon, Girls Engineering Day, Sister City Commission meeting, and the Years of Service event.

Trustee Jabbar indicated he attended Anaheim High School's Coffee with the Principal, Anaheim High School swim meet, CSBA Nominating Committee meeting, M3 Rock and Talk assembly, Open Houses for Savanna and Western high schools, as well as Brookhurst Junior High School, Savanna High School reopening ceremony, Anaheim High School girls' basketball game, and the Years of Service event.

Trustee Piercy said she attended Kennedy High School's Open House, Student Discipline Task Force, Savanna High School reopening ceremony, Buena Park State of the City luncheon, Cypress School District's Every Student Succeeding breakfast, Sister City Commission meeting, Years of Service event, Student Ambassador interviews, and Insurance Committee meeting

Trustee Smith shared she attended the Insurance Committee meeting, Savanna High School reopening ceremony, Student Discipline Summit, and Years of Service event. Additionally, she thanked staff for their work.

Trustee Randle-Trejo reported she attended Years of Service event, LCAP meeting, Honor Band Concert, Student Ambassador interviews, Girls Engineering Day, Savanna and Western high

schools Open House, Savanna High School reopening ceremony, OC Human Relations award reception honoring Dale Junior High School, ROP Board meeting, OCSBA meeting, and the Into the Heights play at Anaheim High School.

14. **ADVANCE PLANNING**

14.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, April 9, 2020, at 6:00 p.m.

Thursday, May 7	Thursday, September 17
Thursday, June 11	Thursday, October 15
Thursday, June 18	Thursday, November 19
Thursday, July 16	Tuesday, December 15
Thursday, August 13	

14.2 **Suggested Agenda Items**

There were no suggested agenda items.

15. **ADJOURNMENT**

On the motion of Trustee O’Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 12:36 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

**BOARD OF TRUSTEES
Special Meeting Minutes
Friday, March 13, 2020**

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Randle-Trejo called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 1:00 p.m.

Present: Annemarie Randle-Trejo, president; Katherine H. Smith clerk; Anna L. Piercy, assistant clerk; Al Jabbar and Brian O’Neal, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root, Ed.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

On the motion of Trustee O’Neal, duly seconded and unanimously carried, the Board of Trustees adopted the agenda.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 1:01 p.m.

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

5.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 1:42 p.m.

5.2 Pledge of Allegiance and Moment of Silence

President Randle-Trejo led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 Closed Session Report

Board Clerk Smith reported the following actions taken during closed session.

5.3.1 and 5.3.2 The Board of Trustees met with staff and District counsel, received reports regarding anticipated claims against the District related to COVID-19 and considered potential responses by the District, as well as gave a specific direction to staff to take necessary actions to protect students and staff, limit potential liability of the District and protect public health by entering

into agreement with service providers, if necessary subject to ratification by the Board at a subsequent Board meeting.

6. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the special meeting at 1:45 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

**BOARD OF TRUSTEES
Emergency Meeting Minutes
Friday, March 13, 2020**

UNADOPTED

1. CALL TO ORDER—ROLL CALL

Board President Randle-Trejo called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 1:45 p.m.

Present: Annemarie Randle-Trejo, president; Katherine H. Smith, clerk; Anna L. Piercy, assistant clerk; Al Jabbar and Brian O’Neal, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root, Ed.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

On the motion of Trustee O’Neal, duly seconded and unanimously carried, the Board of Trustees adopted the agenda.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. EMERGENCY MOTION

- 4.1 Motion that an emergency situation exists in accordance with Government Code Section 54956.5 as determined by a majority of the members of the Board of Education. An emergency is defined as a work stoppage, crippling activity or other activity that severely impairs public health, safety, or both.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the emergency motion.

5. ITEMS OF BUSINESS

RESOLUTION

- 5.1 **Resolution No. 2019/20-BOT-02, District Authorizing the Superintendent to Take Any and All Necessary Actions to Prepare and Respond Effectively to the Novel Coronavirus (COVID)**

Current Consideration:

Consideration of action regarding District response to Coronavirus Disease 2019 (COVID-19), including but not limited to authorization to close schools for students through March 27, 2020 (inclusive of spring break), to be re-evaluated as necessary in the future.

Action:

On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2019/20-BOT-02, and authorized the District to close schools for students through March 27, 2020, (inclusive of spring break). The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

6. **ADJOURNMENT**

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adjourned the emergency meeting at 1:57 p.m.

Approved _____
Clerk, Board of Trustees