

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: April 7, 2017

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

Orange County Register, 1771 S. Lewis, Anaheim, CA 92805
Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805
News Enterprise, P.O. Box 1010, Los Alamitos, CA 90720
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626
Event News, 9559 Valley View Street, Cypress, CA 90630
Unidos, 523 N. Grand Avenue, Santa Ana, CA 92701

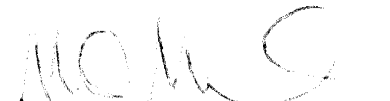
You are hereby notified that a regular meeting of the
Board of Trustees of the Anaheim Union High School District
is called for

Thursday, the 13th day of April 2017

in the District Board Room, 501 N. Crescent Way, Anaheim, California

Closed Session—2:45 p.m.

Regular Meeting—6:00 p.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, April 13, 2017

Closed Session–2:45 p.m.

Regular Meeting–6:00 p.m.

Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 N. Crescent Way in Anaheim, California. The office is open from 7:45 a.m. to 4:30 p.m., Monday through Friday, and is closed for most of the federal and local holidays. These materials are also posted with the meeting agenda on the District website, www.auhsd.us, at the same time that they are distributed to the Board of Trustees. *In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Monday, April 10, 2017.*

Meetings are recorded for use in the official minutes.

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

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

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 54597: Public employee performance evaluation, superintendent.
- 4.2 To consider matters pursuant to Government Code Section 54956.9 (d)(2): Conference with legal counsel, anticipated litigation regarding one matter.
- 4.3 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Mrs. Root, and Mr. Jackson regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), and California School Employees Association (CSEA).
- 4.4 To consider matters pursuant to Government Code Section 54597: Public employee performance evaluation.

- 4.5 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2016-17-16. **[CONFIDENTIAL]**
- 4.6 To consider matters pursuant to Government Code Section 54956.9: Conference with legal counsel, existing litigation (Case No. 30-2012-00570626). **[CONFIDENTIAL]**
- 4.7 To consider matters pursuant to Government Code Section 54956.9: Conference with legal counsel, existing litigation (OAH Case No. 2016040305). **[CONFIDENTIAL]**
- 4.8 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, pending litigation (Claim AUHSD 16-04, Tort Claim #373).
- 4.9 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, existing litigation (OAH Case No. 2017010784).
- 4.10 To consider matters pursuant to Education Code Section 48918: Expulsion of students 16-21, 16-22, and 16-23.

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 Ruthie Mendez will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

5.3 **Closed Session Report**

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

6. INTRODUCTION OF GUESTS **INFORMATION ITEM**

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

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

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

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

The Board of Trustees will recognize teachers of the year, John Bautista, Emilia Leon, and Alfonso Rodríguez, who were among the 20 teachers identified as the Anaheim Union High School District's Teachers of the Year for 2016-17. They have been selected to represent the District in the Orange County Teachers of the Year Program. **[EXHIBIT A]**

7.2 **California Association of Bilingual Education (CABE), 2017 Administrator of the Year**

The Board of Trustees will recognize Anaheim Union High School District Superintendent Michael B. Matsuda for being named the CABE 2017 Administrator of the Year.

7.3 **Spelling Bee Winners**

The Board of Trustees will recognize the following students for their outstanding accomplishments as winners of the District's Spelling Bee.

Junior High Spelling Bee

1 st Place	Edward Park	Oxford Academy
2 nd Place	Mashal Khan	Lexington Junior High School
3 rd Place	Ha Duong	Dale Junior High School

7.4 **Donations**

The Board of Trustees will recognize the following individuals for their generous donation to the District.

Yamaha Corporation of America and Mr. Holland's Opus Foundation	22 Yamaha Keyboards Estimated value \$2,700	Dale Junior High School
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8. **REPORTS**

INFORMATION ITEM

8.1 **Principals' Report**

Jennifer Brown, Kennedy High School interim principal, and Dr. Kirsten Levitin, Walker Junior High School principal, will present a report on their school site branding plan.

8.2 **Student Representative's Report**

Ruthie Mendez, student representative to the Board of Trustees, will report on student activities throughout the District.

8.3 **Reports of Associations**

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

8.4 **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. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board Members cannot immediately respond to public comments, as stated on the speaker request form.

10. **PRESENTATIONS**

INFORMATION ITEM

10.1 **Civic Engagement Teams**

Background Information:

A cohort of teachers from Anaheim, Kennedy, Loara, and Savanna high schools, applied for an Institute for Teaching (IFT) grant offered by the California Teachers Association (CTA) in April 2016. The name of the grant, "Students Leading Students: Creating Change in Anaheim," focused on providing students from the four eastside school sites with an opportunity to get involved in the community through various civic engagement and community service projects, all of which are student created and student driven.

Current Consideration:

Students from Anaheim High Schools' BROS and CROWN organizations, who played a significant role in writing this grant and planning the various roundtable meetings at Anaheim, Kennedy, Loara, and Savanna high schools, will present the various activities and opportunities the IFT grant from CTA has provided them with. Daniel Ayala, the BROS ambassador, and other participants from the roundtable meetings, will provide a brief presentation and testimony of the impact this grant has had in establishing better school-community relations at these four school sites.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.2 **Community Service Learning Project, Sami Brown**

Background Information:

Civic engagement and civic service learning have become a high interest of the District. A new graduation requirement, which requires students to earn a minimum of 40 community service hours by graduation was approved beginning with the Class of 2020. Thousands of District students participate in campus and local community service events, including the Servathon, each year. Additionally, a number of students participate in civic learning projects outside of school.

Current Consideration:

Sami Brown will present on her civic learning project entitled Work in Progress (WIP). The project is geared toward informing junior high school students of STEAM-related high school academic and extracurricular opportunities.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.3 **YMCA, Anaheim Achieves Program**

Background Information:

The After School Education and Safety (ASES), as well as 21st Century High School After School Safety and Enrichment for Teens (ASSETs) programs are state and federally funded initiatives to provide literacy, academic enrichment, and safe constructive alternatives for students. Through these grants, the District has partnered with the YMCA to provide Extended Learning opportunities during the school year and summer through Anaheim Achieves. Anaheim Achieves currently serves students at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools, as well as Anaheim, Katella, Loara, Magnolia, and Western high schools.

Current Consideration:

Jamie Millan, director of guidance and student services, as well as Chris Moises and Donna Frey of the YMCA, will provide an update and presentation on the current Anaheim Achieves partnership with the District.

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. 2016/17-B-22, Zero-Emission School Bus Grant Funding Program Application through North Coast Unified Air Quality Management District (NCUAQMD) (Roll Call Vote)** ***ACTION ITEM***

Background Information:

The District is requesting to apply for NCUAQMD funding under the Rural School Bus Pilot Project Grant for the purchase of new electric school buses. The grant is for approximately \$400,000 for each school bus awarded, including sales tax. Additionally, NCUAQMD will provide \$5,000, per school bus for infrastructure for every electric school bus awarded. If approved by NCUAQMD, the District would utilize the grant funding for one electric school bus.

Current Consideration:

NCUAQMD has posted an opportunity for school districts to apply for grants for 100 percent funding for new fully electric school buses with a 41 passenger capacity, plus wheel chair lift. NCUAQMD will pay 100 percent of the purchase price, including sales tax, plus up to \$5,000, per bus for electric recharging stations. The applying school district must pay for any optional equipment above the "base model" bus price, such as wheel chair lift and/or air conditioning.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended the Board of Trustees approve Resolution No. 2016/17-B-22, by a roll call vote. **[EXHIBIT B]**

11.2 **Resolution No. 2016/17-B-23, Temporary Interfund Transfer** **ACTION ITEM**
(Roll Call Vote)

Background Information:

The Board of Trustees is requested to adopt Resolution No. 2016/17-B-23, Temporary Interfund Transfer. In the past as part of the State's solution to its own cash flow or budgetary problems, it deferred the payment of principal apportionment to school districts from the year in which it is normally received, to the following year. Currently, there is one partial cash deferral from June to July. While major cash flow needs are not anticipated for 2017-18 year, cash low points can occur during the year, which may need to be covered temporarily.

Current Consideration:

This resolution will provide as much flexibility as possible for 2017-18 year within the District's cash resources. This resolution will allow for temporary interfund cash transfers from the Capital Project Funds, Special Reserve Funds, Special Revenue Funds, and Self-Insurance Funds to the General Fund.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2016/17-B-23, by a roll call vote. **[EXHIBIT C]**

11.3 **Resolution No. 2016/17-HR-08, Classified Reduction in Force** **ACTION ITEM**
(Roll Call Vote)

Background Information:

Instructional assistants (IAs) provide a valuable service to students at school sites. Some instructional assistants work one-on-one with students and are assigned to one student, due to the nature of the student's disability. When a disabled student leaves the District or no longer requires services, there may be a surplus of instructional assistants, specifically those classified as IA-medically fragile/orthopedically impaired.

Current Consideration:

This resolution is a reduction in force, due to lack of work. The reduction includes the elimination one instructional assistant-medically fragile/orthopedically impaired position and one instructional assistant-adult transition position, which is currently vacant, effective August 24, 2017. The layoff will be implemented in accordance with the requirements of the Education Code.

Budget Implication:

The reduction of classified personnel will reduce the budget by \$100,600.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2016/17-HR-08, by a roll call vote. **[EXHIBIT D]**

11.4 **Resolution No. 2016/17-HR-09, Classified Reduction in Force** **ACTION ITEM**
(Roll Call Vote)

Background Information:

Economic conditions including declining enrollment, increased employer contribution to CalSTRS and CalPERS, and increased employee health and welfare costs have caused deficit spending which has had an adverse impact on the finances of the District. According to the 2017-18 adopted budget, which is a three-year forecast, the District will be required to reduce approximately 21.6 million dollars in expenditures over the next three years. Due to this economic uncertainty, the District will need to begin reducing expenditures with the 2017-18 adopted budget. These needed reductions necessitate a reduction in force among personnel in certificated, classified, and management positions.

Current Consideration:

This resolution is a revision of Resolution No. 2016/17-HR-07, and a reduction in force, due to lack of work and/or lack of funds. The eliminated positions are listed in Exhibit E and will be effective July 1, 2017. Though services will be reduced in these areas, essential services will continue to be provided. The layoff will be implemented in accordance with the requirements of the Education Code.

Budget Implication:

The reduction in force will reduce costs by approximately \$2.1 million.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2016/17-HR-09, by a roll call vote. **[EXHIBIT E]**

BUSINESS SERVICES

11.5 **New Board Policy 41010, Debt Policy, First Reading** **INFORMATION ITEM**

Background Information:

On September 12, 2016, Governor Brown signed Senate Bill (SB) 1029 (Hertzberg) that requires school districts, beginning January 1, 2017, to certify that they have adopted a debt policy, and that each proposed issuance of debt is consistent with the policy. The certification will be required in the Report of Proposed Debt Issuance that is filed with the California Debt & Investment Advisory Commission (CDIAC) prior to the issuance of debt.

Current Consideration:

The Board of Trustees will be asked to consider adoption of the Debt Policy. The policy meets the requirements of Government Code Section 8855, which was amended by SB 1029.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review new Board Policy 41010.
[EXHIBIT F]

11.6 **Revised Board Policy 9701.01, Community Use of School Facilities, First Reading** **INFORMATION ITEM**

Background Information:

California legislators have amended sections of Education Codes 38130-38139 to better define use of school district buildings and grounds. The amendments also allow districts to recoup direct costs necessitated by an organization's use of school facilities.

Current Consideration:

Board Policy 9701.01 has been revised to ensure compliance with California State Assembly and Senate updates to Education Code Sections 38130-38139.

Budget Implication:

Revisions to the policy will help to reduce expenses resulting from non-District use of school facilities to the General Fund.

Staff Recommendation:

It is recommended that the Board of Trustees review revised Board Policy 9701.01.

[EXHIBIT G]

11.7 **Rejection of Liability Claim** **ACTION ITEM**

The Board of Trustees is requested to reject a liability claim that was filed on March 20, 2017, and identified as AUHSD 17-04 (Tort Claim 376). After review, staff determined that the claim was not a proper charge against the District.

Staff Recommendation:

It is recommended that the Board of Trustees reject AUHSD 17-04 (Tort Claim 376) as not a proper charge against the District, and authorize staff to send the notice of rejection.

11.8 **Public Road and Utility Easement** **ACTION ITEM**

Background Information:

The city of Anaheim has secured funding for the Cerritos Avenue Sidewalk Gap Closure Project. It is a project that will directly benefit Loara High School's pedestrian students and the community at large. City staff met with the District to view and discuss the proposed improvements that will focus on pedestrian safety in the immediate area surrounding the intersection of Cerritos Avenue and Euclid Avenue. The work will entail the construction of approximately 387 lineal feet of new concrete sidewalk along Cerritos Avenue, east of Euclid Avenue, the reconstruction of new accessible (ADA compliant) curb ramps at the four corners of the intersection, and the relocation of one traffic signal pole at the northwest corner by Loara High School. The city of Anaheim anticipates starting construction in late November 2017, upon certification of right of ways.

Current Consideration:

The easement is necessary in order for the City to construct the accessible (ADA compliant) ramp/landing, sidewalk and traffic signal pole relocation to current standards and code regulations. An easement of approximately 183 square feet will allow for the reconstruction of an accessible curb ramp and landing. Any future maintenance, repairs, and graffiti abatement in the easement area will be the responsibility of the city of Anaheim.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve granting a Public Road and Utility Easement to the city of Anaheim. [EXHIBIT H]

11.9 **Approval of Prequalification Process for the New Kitchen Project** **ACTION ITEM**

Background Information:

Public Contract Code (PCC) 20111.5 allows a school district to require each prospective bidder for a contract to complete and submit a standardized questionnaire and financial statement. A uniform system of rating bidders on the basis of the completed questionnaire and financial statements must be adopted by the governing board of a school district.

Current Consideration:

The District anticipates a large expenditure and the need for highly qualified contractors for the New Central Kitchen Project and intends to require prequalification of all contractors. A uniform system of rating bidders on the basis of completed questionnaires and financial statements has been developed and will be utilized upon approval by the Board of Trustees. This enhanced prequalification process enables the District to build a pool of contractors that have demonstrated they meet certain qualifications to complete this project.

Budget Implication:

There is no impact on the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the uniform system of prequalifying and rating prospective bidders for prequalification for the New Central Kitchen Project pursuant to PCC 20111.5. [EXHIBIT I]

11.10 **Zonar Systems, Inc.** **ACTION ITEM**

Background Information:

Bus drivers, as well as school staff, need to be able to quickly identify approved District bus riders. Bus drivers also need to be able to identify students in the event of an accident or other catastrophic event. Currently, students at three schools have stickers attached to their student identification card to identify them as bus riders.

Current Consideration:

Zonar Systems, Inc. offers a bus pass system called Zpass. Student bus riders will be issued a bus pass. The bus pass will have the student, school, and bus information on the front. On the back will be simple reminders, regulations, and a Radio Frequency Identification (RFID) barcode. There will be an RFID reader placed just inside the bus door that reads each card as the student enters and exits the bus. The reader will record the time, date, and location of the entrance and exit. The system will increase student safety in case of an emergency. It will also automate Medicaid reimbursement reporting. Zpass will help transportation staff answer parent and school staff questions faster and accurately, as well as reduce parent inquiries.

Budget Implication:

The cost to purchase Zpass, training, and three years of an annual service fee will not exceed \$44,000. The District will be charged an annual service fee of \$7,584 (\$96 per bus) for each subsequent year. (General Funds)

Staff Recommendation:

It is recommended the Board of Trustees approve the purchase of Zpass. **[EXHIBIT J]**

11.11 **National School Lunch Program Price Increase**

ACTION ITEM

Background Information:

School program regulations require school districts participating in the National School Lunch Program to annually review their lunch prices for the full price meal students. For 2016-17 year. School Food Authorities (SFAs), which on a weighted average, charged less than \$2.86 for paid lunches, are required to adjust their weighted average lunch price or add non-federal funds to the non-profit school food service account for the 2017-18 year.

Current Consideration:

Anaheim Union High School District's paid lunch price or weighted average price, for 2016-17 year is \$2.75, thus, an increase is mandated. Full price meals for AUHSD were last increased over ten years ago. It is the recommendation of the Food Services Department that meal prices be increased for the 2017-18 year as follows:

Meal Type:

Junior and High School Lunch

Current Price:

\$2.75

Proposed Price:

\$3.00

Budget Implication:

Food Services is a self-sustaining fund, there is no impact to the General Fund.

Staff Recommendation:

It is recommended that the Board of Trustees approve the price increase.

11.12 **Agreement, Government Financial Strategies, Inc. (GFS)**

ACTION ITEM

Background Information:

At various times the District requires financial advisory services which include, but are not limited to, a range of topics such as: review of facilities needs and costs, review of short and long term cash flow schedules, potential revenue sources, assistance with the production of a comprehensive financial plan, financial advisory services in connection with any debt issues, real estate acquisition and lease agreements, allocation of revenues to expenditures, development of financial strategies, as well as reviews of documents and presentations if needed to the governing board.

Current Consideration:

The District wishes to continue its relationship with GFS, headed by President Lori Raineri, to provide financial advisory services to the District. The current scope of work includes a specific project for the potential issuance of the 2017 General Obligation Bonds (GO Bonds).

Budget Implication:

The scope of work that is in relationship to the issuance of the 2017 GO Bonds provides a fixed fee not to exceed \$58,750, plus \$1,500 for expenses (mainly printing and distribution of the official statements). (Measure H and General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with GFS.

[EXHIBIT K]

EDUCATIONAL SERVICES

11.13 **Memorandum of Understanding (MOU),
Anaheim Convention Center**

ACTION ITEM

Background Information:

In 1965, the Anaheim Union High School District and the city of Anaheim entered into a Joint Powers Agreement (JPA) to assist with the financing for the original construction of the Anaheim Convention Center. The JPA created the Convention Center Authority for oversight of the debt obligation and the convention center. Under the agreement, District property was used as collateral for the initial loan to construct the convention center. Under the JPA, the District was provided periodic access and use of the convention center for school related activities and events. The JPA extended for 40 years or until the debt obligations under the JPA were retired. In December 2014, the City paid the debt obligation under the JPA. As such, the JPA has no further obligations. On April 4, 2017, the city of Anaheim terminated the JPA and the Community Center Authority because there was no longer any purpose for either.

Current Consideration:

The District would like to continue access to the convention center for school related activities and events. The city of Anaheim is interested in continuing the District's access to the convention center. The proposed MOU permits the District's continued use of the convention center which is relatively consistent with the District access and use of the convention center, under the JPA. On April 4, 2017, Anaheim City Council approved the attached MOU permitting the District continued use of the Anaheim Convention Center.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review and consider the MOU.

[EXHIBIT L]

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

ACTION ITEM

Background Information:

On September 23, 2016, Governor Jerry Brown signed the Safe Neighborhoods and Schools Fund: Learning Communities for School Success program into law. This new program will provide grants to local school districts to implement research-based strategies to improve school climate and to mitigate the school-to-prison pipeline. The Request for Proposal (RFP) from California Department of Education was released during the week of April 3, 2017. This grant opportunity aligns to current work in the District and our community with a focus on early intervention for students, reducing chronic absenteeism, and preventing student dropout. Due to the demographics of the students served by the District, as well as crime rates for the cities we serve, the District will be a strong candidate for these grant funds. If awarded, the Learning Communities for School Success grant award is \$50 per pupil enrolled during the 2015-16 year, each year for three consecutive years. The District award, based on enrollment of 31,276 students, would equal \$1,563,800 each year for the 2017-18, 2018-19, and 2019-20 years.

Hanover Research Council is a full-service, research company that offers on-demand, custom research, through a partnership model, as well as grant services and support. The District has contracted with Hanover Research Council since 2014-15 to develop research reports, and is now seeking to contract with the Grant Development Team for proposal development and application for the Learning Communities for School Success Grant.

Current Consideration:

Hanover Research, Grant Division, in collaboration with the District, will assist in the development of a full grant proposal by the May 10, 2017, deadline. Services will include program and research design and consulting, as well as full proposal development. This agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

The total cost is not to exceed \$10,500. (LCFF Funds)

Staff Recommendation:

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

11.15 **Agreement, AccentCare Home Health of California** **ACTION ITEM**

Background Information:

Students who attend schools in the District may require health and nursing services, which are documented within the Individualized Education Plan (IEP) and provided by personnel employed by the District. These students also often receive in-home health care services provided by a licensed nurse, who is not employed by the District. On occasion, parents will request that the nurse who assists the student within the home setting also provide the student's health and nursing services at school rather than have these services provided by District employees.

Current Consideration:

The District had an agreement with Dignity Health Trinity Care Extended Care since August 10, 2016. However, this company will be going out of business as of April 15, 2017. Therefore, parents of a student have requested a new private-duty nurse provide health and nursing services at school.

An AccentCare Home Health of California private-duty nurse will accompany the student to school and provide the doctor-ordered specialized health care procedures. Services are being provided April 1, 2017, through July 1, 2017.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.16 **Educational Consulting Agreement, Mohammed Forouzes, Ph.D., MPH** **ACTION ITEM**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,850,094 for a three-year term from 2014-17. The District and the Anaheim Elementary School District (AESD) are consortium partners. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate

grade levels, is taught at participating schools, including 24 AESD elementary school sites and all District comprehensive school sites, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and e-cigarette cessation and prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Action-oriented student assemblies will enhance the TUPE curriculum and provide students with real world experiences and information related to overall goals of the TUPE program.

Current Consideration:

Dr. Mohammad Forouzes, an experienced and highly regarded TUPE consultant for the Orange County Department of Education, has provided professional learning workshops for TUPE School Site Advisors (SSAs) at the District-held TUPE consortium meetings in January and February 2017. Teachers learned how traumatic life experiences and substance addiction can affect cognition and learning, as well as learned various strategies needed to effectively identify students who are in need of additional support and resources. They also learned about tobacco and vaping products. Services were provided on January 26, 2017, and February 16, 2017.

Budget Implication:

The total cost is not to exceed \$900. (TUPE Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the educational consulting agreement.

[EXHIBIT O]

11.17 **School-Sponsored Student Organizations**

ACTION ITEM

Background Information:

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

Current Consideration:

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

- 11.17.1 Social Justice Club, Loara High School
- 11.17.2 The High Rollers Guild, Loara High School
- 11.17.3 Magnolia Fitness Dance, Magnolia High School

Budget Implication:

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

Staff Recommendation:

It is recommended that the Board of Trustees approve the school-sponsored organization applications. **[EXHIBITS P, Q, and R]**

HUMAN RESOURCES

11.18 **Initial Contract Proposal, AUHSD to APGA**

INFORMATION ITEM

Background Information:

In accordance with Board Policy 6500.01, the District's initial contract proposal to APGA must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees meeting. The District's initial contract proposal to APGA for 2016-17 year is presented to the Board of Trustees.

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 proposal in order to proceed to the public hearing. **[EXHIBIT S]**

11.19 **Public Hearing, Initial Contract Proposal, AUHSD to APGA**

INFORMATION ITEM

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the District's initial contract proposal to APGA.

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to APGA for the 2016-17 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.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended the Board formally open a public hearing to provide the public an opportunity to speak on the proposal.

11.20 **Initial Contract Proposal, APGA to AUHSD**

INFORMATION ITEM

Background Information:

In accordance with Board Policy 6500.01, the Anaheim Personnel and Guidance Association's (APGA) initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees meeting. APGA's initial contract proposal to the District for 2016-17 year is presented to the Board of Trustees.

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 proposal in order to proceed to the public hearing. **[EXHIBIT T]**

11.21 **Public Hearing, Initial Contract Proposal, APGA to AUHSD** **INFORMATION ITEM**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the Anaheim Personnel and Guidance Association's (APGA) initial contract proposal to the District.

Current Consideration:

The Board must hold a public hearing of APGA's initial contract proposal to the District for the 2016-17 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.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended the Board formally open a public hearing to provide the public an opportunity to speak on the proposal.

11.22 **Initial Contract Proposal, AUHSD to AFSCME** **INFORMATION ITEM**

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 2016-17 year is presented to the Board of Trustees.

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 proposal in order to proceed to the public hearing. **[EXHIBIT U]**

11.23 **Public Hearing, Initial Contract Proposal, AUHSD to AFSCME** **INFORMATION ITEM**

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 2016-17 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.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended the Board formally open a public hearing to provide the public an opportunity to speak on the proposal.

11.24 **Initial Contract Proposal, AFSCME to AUHSD**

INFORMATION ITEM

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 2016-17 year is presented to the Board of Trustees.

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 proposal in order to proceed to the public hearing. **[EXHIBIT V]**

11.25 **Public Hearing, Initial Contract Proposal, AFSCME to AUHSD**

INFORMATION ITEM

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 2016-17 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.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended the Board formally open a public hearing to provide the public an opportunity to speak on the proposal.

11.26 **Initial Contract Proposal, AUHSD to CSEA**

INFORMATION ITEM

Background Information:

In accordance with Board Policy 6500.01, the District's initial contract proposal to 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 2016-17 year is presented to the Board of Trustees.

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 proposal in order to proceed to the public hearing. **[EXHIBIT W]**

11.27 **Public Hearing, Initial Contract Proposal, AUHSD to CSEA**

INFORMATION ITEM

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 CSEA.

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to CSEA for the 2016-17 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.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended the Board formally open a public hearing to provide the public an opportunity to speak on the proposal.

11.28 **Initial Contract Proposal, CSEA to AUHSD**

INFORMATION ITEM

Background Information:

In accordance with Board Policy 6500.01, CSEA'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 2016-17 is presented to the Board of Trustees.

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 proposal in order to proceed to the public hearing. **[EXHIBIT X]**

11.29 **Public Hearing, Initial Contract Proposal, AFSCME to AUHSD** **INFORMATION ITEM**

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 2016-17 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.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended the Board formally open a public hearing to provide the public an opportunity to speak on the proposal.

11.30 **Revision to Employee Salary Schedules** **ACTION ITEM**

Background Information:

The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally adopt salary schedules. The Board of Trustees routinely approves salary schedules when there are adjustments. The salary schedules for contract employees, including the superintendent, assistant superintendents, and District counsel, were not previously Board approved following the Board's approval of contract salary changes for the 2016-17 year.

Current Consideration:

The Board of Trustees is requested to adopt the revised 2015-16 salary schedules for classified employees and certificated employees and the 2016-17 salary schedule for contract employees.

Budget Implication:

There is no impact to the budget. The salaries reflected on the schedules are a budgeted expense.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the salary schedules. **[EXHIBIT Y]**

11.31 **Memorandum of Understanding (MOU),
Point Loma Nazarene University**

ACTION ITEM

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.

Current Consideration:

This is a new agreement and provides the opportunity for university students attending Point Loma Nazarene University to serve as interns in our District classrooms. Interns will meet with master teachers to observe, participate, and assist. 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 9, 2017, through August 31, 2022. Due to the University's policy for executing agreements, this agreement will be signed following approval by the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12. **CONSENT CALENDAR**

ACTION ITEM

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

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

BUSINESS SERVICES

12.1 **Transportation Agreement, Orange County School Districts**

Background Information:

The District has been a part of an agreement with other Orange County school districts. This agreement allows Orange County school districts to assist each other in times of need such as field trips, travel for sporting events, and when a district is short drivers for home to school routes. The current agreement is set to expire June 30, 2017.

Current Consideration:

It is in the best interest of the District to continue to be a part of the Orange County school district transportation agreement. The agreement will be in effect from July 1, 2017, through June 30, 2022.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.2 **Agreement, Meal and Milk**

Background Information:

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

Current Consideration:

This agreement generates income from the meals served and provides a community service. Services will be provided for five consecutive years effective July 1, 2017, through June 30, 2022. The Food Services Department prepares and delivers meals to AESD pre-schools on a daily basis, and bills AESD for the meals.

Budget Implication:

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

Staff Recommendation:

It is recommended that the Board of Trustees approve the inter-agency agreement. **[EXHIBIT BB]**

12.3 **Agreement, Environmental Network Corporation**

Background Information:

The District requires EPA/AHERA inspections and reports, and hazardous material abatement consulting and inspection services at all District sites. Over the past years, Environmental Network Corporation (ENCORP) has been providing the District with these services, mainly for the District's Maintenance and Facilities renovation projects, and for the updating of associated historical data.

Current Consideration:

The District has an interest in continuing to utilize the services provided by ENCORP. ENCORP's current agreement is set to expire in April 2017. Staff wishes to enter into an agreement with ENCORP for services through April 14, 2018. ENCORP provides high quality service and value through their expertise, as well as experience working with the District.

Budget Implication:

The new agreement will be for a cost not to exceed \$45,000, per year for EPA/AHERA required inspections and reports, as well as \$125,000, per year for hazardous material abatement and consulting services for the upcoming Measure H projects, as well as other work associated with the Maintenance and Facilities departments. (Deferred Maintenance Funds, Routine Restrictive Maintenance (RRM) Funds, Measure H Funds, Facilities Funds, and/or other funds as appropriate).

Staff Recommendation:

It is recommended that the Board of Trustees approve a one-year agreement with ENCORP. **[EXHIBIT CC]**

12.4 **Agreement Amendment, Knowland Construction Services**

Background Information:

Knowland Construction Services has been providing Division of the State Architect (DSA) inspector of record and related services for the District. These services are necessary for public works construction and other renovation projects. The Board of Trustees approved the original agreement with Knowland Construction Services on May 14, 2015.

Current Consideration:

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

Budget Implication:

This amendment will increase the current agreement by an additional \$250,000, for an amount not to exceed \$500,000. The current agreement expires May 15, 2018. (Measure H Funds, Deferred Maintenance Funds, Routine Restrictive Maintenance (RRM) Funds, Facilities Funds, and/or other funds as appropriate).

Staff Recommendation:

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

[EXHIBIT DD]

12.5 **Lease Agreement, Sharon Quirk-Silva**

Background Information:

The District has vacant administrative space available, which is not needed for school purposes, located at Gilbert West, 6855 La Palma, Buena Park, CA. The District was recently approached by Assemblymember Sharon Quirk-Silva of the 65th California Assembly District regarding office space to rent and use as her local administrative office while representing the 65th California Assembly District.

Current Consideration:

The District desires to enter into a lease agreement with Assemblymember Sharon Quirk-Silva for approximately 1,500 square feet of the west administration space located at the Gilbert West school site, as authorized by Education Code Section 17453, to act as her local administrative office. This agreement will be signed following approval by the Board of Trustees.

Budget Implication:

Monthly rent, in the amount of \$3,000, will be paid to the District during the two-year initial term.

Staff Recommendation:

It is recommended that the Board of Trustees approve entering into the lease agreement and authorize the District superintendent, or his designee, to execute and take such other actions that may be necessary to carry out the terms of the lease agreement.

[EXHIBIT EE]

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

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 data transmission services, equipment, and software. The State of California Department of Technology offers various data and telecommunications services, equipment, and products at competitive pricing through its multiple award contract CALNET 3. CALNET 3 offers state and local agencies opportunities to purchase a comprehensive array of network, as well as telecommunication services that are competitively priced.

Current Consideration:

The District will utilize the State of California Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND) CALNET 3 Statewide Contract A (SWC-A), C3-A-12-10-TS-01, for various types of network and telecommunication services. A price comparison was done amongst the different providers on the contract and the lowest cost was AT&T Corp., which could provide all the services as required by the District.

The cost will be at \$212,623 per year, for one year and up to two additional years, if OTech/STND chooses to extend the contract. The cost will vary based on actual usage of the services and could be considerably more or less than the estimated amount.

Budget Implication:

The total monthly expenditure is estimated to be \$212,623 per year, but will vary since cost is based on actual usage and will be 80 percent from E-Rate, and 20 percent from the General Fund.

Staff Recommendation:

It is recommended that the Board of Trustees approve the purchase of network and telecommunication services from AT&T Corp., pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq. utilizing OTech/STND CALNET 3 Statewide Contract A (SWC-A), C3-A-12-10-TS-01.

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

Background Information:

Students at every school site purchase P.E. uniforms for P.E. class. The uniforms consist of a printed t-shirt and shorts. Before 2014 every school site purchased P.E. uniforms from different companies, and the costs were inconsistent between school sites. In 2014, after reviewing all P.E. uniform purchases as an aggregate over one year, it became apparent that the District was encroaching the bid limit as defined in Public Contract Code Section 20111.

Current Consideration:

The District convened a committee of P.E. department chairs tasked with determining a standard P.E. uniform for the District. Specifications were developed by this group based on their research and knowledge of current District requirements ultimately resulting in specifications for a formal bid. Thirty-five bids were sent out and 12 submittals were received. The lowest most responsible and responsive bidder was Kustom Imprints.

Budget Implication:

The District will recognize a saving in the range of approximately \$7,000, per year Districtwide utilizing the standards established by the committee. The total amount of the award is \$106,447 annually. The amount may be more or less depending on actual quantity requirements of each school site.

Staff Recommendation:

It is recommended that the Board of Trustees award Bid 2017-07 to Kustom Imprints in an amount not to exceed \$106,447 annually, for a period of up to three years commencing on April 14, 2017. The bid will be reviewed annually, and will be approved or terminated by the District’s director of purchasing and central services.

12.8 **Award of Bids, E-Rate 20**

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 telecommunication services, equipment, software, and internet access.

At the November 10, 2016, meeting of the Board of Trustees, the process to utilize competitive request for proposals (RFP) was approved, and staff proceeded with the bidding process.

Current Consideration:

As a result of the bidding process, there are two requests for proposals that would be awarded to the lowest responsible and responsive bidders per Resolution 2016/17-B-10 pursuant to Public Contract Code (PCC) Section 20118.2, and one public works bid pursuant to PCC Section 20111 as follows:

Award of Bids

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2017-09	Wireless Infrastructure	Sehi Computer Products, Inc.	\$191,830
2017-10	Wireless Maintenance	Sehi Computer Products, Inc.*	\$7,926/Year**
2017-11	Structured Cabling	X-Act Technology Solutions, Inc.	\$238,000

*Performance and pricing will be reviewed by staff after the initial three-year term to determine the most cost effective solution for the District and may be approved annually for up to two additional years by the director of purchasing and central services.

**Amounts are estimates and based on actual usage, which may be higher or lower.

Budget Implication:

Under the Federal E-Rate program, the District will directly subsidize the cost of the material, equipment, and services being awarded. This means that the District will pay a

considerable amount less and will qualify for 80 percent of eligible services based on the percentage of students eligible for free and reduced meals.

2017-09	E-Rate: \$143,054	General Funds: \$48,776
2017-10	E-Rate: \$5,548	General Funds: \$2,378
2017-11	E-Rate: \$127,200	General Funds: \$110,800

Staff Recommendation:

It is recommended that the Board of Trustees award bids 2017-10 for up to five years pursuant to PCC 20118.2 to be reviewed at the end of each term, and will be approved or terminated by the director of purchasing and central services. Bid 2017-09 will be awarded as listed pursuant to PCC 20118.2. Bid 2017-11 will be awarded pursuant to PCC Section 20111.

12.9 **Ratification of Change Order**

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

Bid #2017-05, Brookhurst Junior High School	P.O. #K64A0247
Stormwater Drainage Improvement (General Funds-RRM)	
Pro-Craft Construction, Inc.	
Original Contract	\$329,000.00
Change Order #1	(\$6,272.83)
New Contract Value	\$322,727.17

Staff Recommendation:

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

[EXHIBIT FF]

12.10 **Notice of Completion**

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

Bid #2017-05, Brookhurst Junior High School	P.O. #K64A0247
Stormwater Drainage Improvement (General Funds-RRM)	
Pro-Craft Construction, Inc.	
Original Contract	\$329,000.00
Contract Changes	(\$6,272.83)
Total Amount Paid	\$322,727.17

Staff Recommendation:

It is recommended that the Board of Trustees authorize the assistant superintendent, Business Services, to accept all listed work as complete, and authorize the filing of the notice of completion with the Office of the County Recorder.

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

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorize proper disposal in accordance with Education Code Section 60510 et al.

[EXHIBIT GG]

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

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorize staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

[EXHIBIT HH]

12.13 **Donations**

Staff Recommendation:

It is recommended that the Board of Trustees accept the donations as submitted.

[EXHIBIT II]

12.14 **Purchase Order Detail Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report February 24, 2017, through April 3, 2017. **[EXHIBIT JJ]**

12.15 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report February 24, 2017, through April 3, 2017. **[EXHIBIT KK]**

12.16 **SUPPLEMENTAL INFORMATION**

12.16.1 ASB Fund, February 2017 **[EXHIBIT LL]**

12.16.2 Cafeteria Fund, January 2017 **[EXHIBIT MM]**

12.16.3 Enrollment, Month 7 **[EXHIBIT NN]**

EDUCATIONAL SERVICES

12.17 **Agreement Amendment #1, The Foundation for California Community Colleges/ The California College Guidance Initiative (CCGI)**

Background Information:

On May 11, 2016, the District entered into an agreement with CCGI. This program has provided services to all schools in the District. Services include, but are not limited to, UC Doorways database audit and assistance with clean-up, improved submission of grades to CSU Mentor, transcript evaluation for easier analysis of UC/CSU eligibility, lesson plans and modules, as well as customized ongoing user support for District personnel and local partners.

Current Consideration:

CCGI has submitted an amendment modifying the dates of services to extend to two years rather than one year, and the fees for the 2017-18 year have gone up to \$77,807. The amount for the 2016-17 year was \$57,831.50 of the original agreement regarding payments

and invoicing. The amendment details the allocation of funds and the restrictions for carry-over funding. The term of the agreement remains intact, July 1, 2014, through June 30, 2018. This agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

The total cost is not to exceed \$77,807. The amount for the 2016-17 year was \$57,831.50. (LCFF Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve agreement amendment #1.

[EXHIBIT OO]

12.18 **Agreement, Network Support Services, Orange County Department of Education (OCDE)**

Background Information:

OCDE provides a variety of services to the District, including data circuit network management, router maintenance, data circuit charges, email archiving storage, and email archiving management. Services are related to OCDE's role as the District's internet service provider (ISP) and email retention storage provider.

Current Consideration:

Intranet services will be provided through the Orange County Superintendent of Schools. Network services consist of OCDE support for payroll, financial, human resources, imaging, cloud storage, as well as time and attendance. In addition, OCDE provides email archiving support and services for the District's employee archived email through the 2017-18 year. Services will be provided July 1, 2017, through June 30, 2018.

Budget Implication:

The total cost is not to exceed \$6,850. (General Funds)

Staff Recommendation:

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

12.19 **Agreement, Orange County Superintendent of Schools, Friday Night Live and Club Live Programs**

Background Information:

Friday Night Live is a high school program and Club Live is a junior high school program. These school-based programs implement student activities that 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 and South junior high schools, as well as Gilbert, Kennedy, Magnolia, and Savanna high schools. Services are being provided September 1, 2016, through June 30, 2017.

Budget Implication:

The total cost is not to exceed \$6,000, to be reimbursed through the Orange County Superintendent of Schools. (Grant Funds)

Staff Recommendation:

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

12.20 **Memorandum of Understanding (MOU), University of Irvine (UCI) School of Law**

Background Information:

On April 14, 2016, the Board approved an MOU with the University of California, Irvine (UCI) School of Law. The UCI School of Law partnered with Anaheim High School and the District to enroll 50 students in the Saturday Law Academy held at the UCI School of Law for six consecutive Saturdays. A District teacher, hired by UCI to team-teach the curriculum, is assisted by UCI Law students. Interspersed with the academic content are guest speakers, including Superior Court judges, law firm attorneys, government and public interest advocates, as well as law enforcement professionals.

Current Consideration:

The UCI School of Law has modified the original MOU to reflect The Regents of the University of California as the grant recipient, and the actual term dates of the agreement as September 1, 2016, through May 1, 2017.

Budget Implication:

The total cost is not to exceed \$19,000. (General Funds)

Staff Recommendation:

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

12.21 **WELNET Service Agreement, Focused Fitness**

Background Information:

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

Current Consideration:

The WELNET online assessment tool records and analyzes individual student physical fitness testing results. The three-year WELNET Service agreement expires on June 30, 2017. To continue the recording and analysis of student physical fitness data, a renewal of the WELNET Service Agreement is needed. The renewal will provide services July 1, 2017, through June 30, 2018.

Budget Implication:

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

Staff Recommendation:

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

12.22 **Agreement, Pacific Audiologics**

Background Information:

Hearing and vision screenings are 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 2016-17 year. Services will be provided July 1, 2016, through June 30, 2017.

Budget Implication:

The total cost is not to exceed \$57,500. This is an estimated amount based on the previously approved contract for the 2015-16 year. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with Pacific Audiologics. **[EXHIBIT TT]**

12.23 **Transportation Agreement, Magnolia High School, Extended School Year (ESY)**

Background Information:

Under the Individuals with Disability Education Act, the District is obligated to provide transportation services to special education students that require transportation to receive a free and appropriate public education. Our Transportation Department safely and effectively transports approximately 700 special education students on any given school day. In rare circumstances, a student's needs are such that our Transportation Department is not able to safely or efficiently transport the student. In those circumstances, alternative forms of transportation are provided through contracted services or through reimbursing parents the cost incurred in transporting their child. These alternative forms of transportation are permitted under the Education Code and federal law. Due to student confidentiality, the transportation agreements are redacted with limited information provided regarding the student or family.

Current Consideration:

The Board of Trustees is requested to approve the (ESY) transportation agreement to reimburse the parent of a special education student attending ESY at Magnolia High School, located at 2450 W. Ball Road, Anaheim, CA 92801, for providing round trip daily transportation, June 5, 2017, through June 30, 2017.

Budget Implication:

The total cost is not to exceed \$77. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the ESY transportation agreement for transportation to Magnolia High School. **[EXHIBIT UU]**

12.24 **Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA) with Capistrano 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:

Capistrano Unified School District (Capistrano USD) has requested to enter into an MOU with the District permitting students from Capistrano USD to be enrolled in specialized programs operated by the District. The MOU for placing special education students from Capistrano USD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided from August 10, 2016, through June 30, 2017.

Budget Implication:

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the MOU between the District and Capistrano USD. **[EXHIBIT VV]**

12.25 **Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA) with Huntington Beach Union High School District (HBUHSD)**

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:

HBUHSD has requested to enter into an MOU with the District permitting students from HBUHSD to be enrolled in specialized programs operated by the District. The MOU for placing special education students from HBUHSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided August 1, 2016, through June 30, 2017.

Budget Implication:

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

Staff Recommendation:

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

12.26 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for English language development, world languages, as well as career technical education 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 XX]

12.27 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in science, English language development, as well as career technical education. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, April 13, 2017, through May 5, 2017.

Staff Recommendation:

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

12.28 **Individual Service Contracts**

Staff Recommendation:

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

12.29 **Field Trip Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the report as submitted.

[EXHIBIT AAA]

HUMAN RESOURCES

12.30 **Agreement, Chapman University, Athletic Training Education Program (ATEP)**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. The District has had an agreement in place with Chapman University, Athletic Training Education Program (ATEP), since 2013.

Current Consideration:

This agreement is a renewal of the current agreement already in place. The new agreement includes updated language that more closely reflects the current ATEP program at the University and more clearly defines the partnership with the District. University students in the ATEP will meet with school site certified athletic trainers and provide supervised athletic trainer services to earn credit toward a Bachelor of Science degree in Athletic Training. Additionally, professional attire, development, and conduct will be reviewed. This agreement will be effective June 1, 2017, through May 31, 2020. Due to Chapman University's policy

for executing agreements, this agreement will be signed following approval by the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.31 **2016-17 Third Quarterly Report, Williams Uniform Complaints**

Background Information:

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

Current Consideration:

The Williams Uniform Complaints Third Quarterly Report, January 1, 2017, through March 31, 2017, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.32 **Certificated Personnel Report**

Staff Recommendation:

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

12.33 **Classified Personnel Report**

Staff Recommendation:

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

SUPERINTENDENT'S OFFICE

12.34 **Conferences and/or Meetings**

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

- 12.34.1 California School Boards Association (CSBA) May Delegate Assembly meeting, May 20-21, 2017, Sacramento, California, at a cost not to exceed \$3,000. For Trustees Jabbar and Randle-Trejo to attend. (General Funds)

- 12.34.2 2017 CSBA Platform Policy Committee meeting, April 7, Sacramento, California, at a cost not to exceed \$900. Travel costs will be reimbursed, and registration was paid by CSBA. For Trustee Randle-Trejo to attend. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the attendance of Trustees Jabbar and Randle-Trejo to attend the conferences with payment of necessary expenses.

12.35 **Conferences and/or Meetings**

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

- 12.35.1 The Science of Awareness and Well-Being Conference, March 18, 2017, Los Angeles, CA, for registration at a cost not to exceed \$195.
- 12.35.2 2017 NCCPEP/GEAR UP Annual Conference, July 16, 2017, through July 19, 2017, San Francisco, CA, at a cost not to exceed \$1,800. Registration costs will be paid by GEAR UP. (General Funds)

Staff Recommendation:

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

12.36 **Board of Trustees' Meeting Minutes**

- 12.36.1 January 17, 2017, Regular Meeting [**EXHIBIT FFF**]
- 12.36.2 February 16, 2017, Regular Meeting [**EXHIBIT GGG**]
- 12.36.3 February 22, 2017, Special Meeting [**EXHIBIT HHH**]
- 12.36.4 March 7, 2017, Regular Meeting [**EXHIBIT III**]
- 12.36.5 March 24, 2017, Special Meeting [**EXHIBIT JJJ**]

Staff Recommendation:

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

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

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

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

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

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Tuesday, May 9, 2017, at 6:00 p.m.

Thursday, June 8
Thursday, June 15
Thursday, July 13
Thursday, August 10

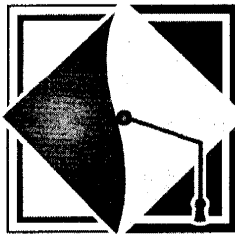
Thursday, September 7
Thursday, October 5
Thursday, November 2
Thursday, December 7

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 (714) 999-3503 by noon on Monday, April 10, 2017.



2016-2017 TEACHERS OF THE YEAR

SCHOOL SITE	TEACHER	SUBJECT
Anaheim High School	Alfonso Rodriguez*	Social Science
Ball Junior High	Emilia Leon*	Art
Brookhurst Junior High	Jennifer Bergren	English
Cypress High School	Teresa Shimogawa	Social Science
Dale Junior High	Jessica MacCaskey	Special Education
Gilbert High School	Monique Maessen	English
Hope School	Pamela Running	Special Education
Katella High School	John Bautista*	English
Kennedy High School	Joshua Parsons	Band
Lexington Junior High	Robyn Parratto	Home Economics
Loara High School	Kelly Turner	Math
Magnolia High School	Alan Garcia	Choir
Orangeview Junior High	Carey Williams	Science
Oxford Academy	Susan Stephen	Spanish
Polaris	Joel Schwartz	Social Science
Savanna High School	Kacie Herrera	Math
South Junior High	Linh Ho	Science
Sycamore Junior High	Maryanne Tice	English
Walker Junior High	Jack Gupton	Industrial Technology
Western High School	Raymond Solorzano	Social Science

**Selected as District Teacher of the Year*

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

FOR AUTHORIZATION TO APPLY FOR AND SECURE GRANT FUNDING FROM THE NORTH COAST UNIFIED AIR QUALITY MANAGEMENT DISTRICT RURAL SCHOOL BUS PILOT PROJECT FOR ELECTRIC SCHOOL BUS FUNDING

RESOLUTION NO. 2016/17-B-22

April 13, 2017

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District of Orange County, State of California, has determined the District's transportation needs; and

WHEREAS, the District is in need of one additional school bus under the Rural School Bus Pilot Project released by the North Coast Unified Air Quality Management District (NCUAQMD). The said program to be administered by the NCUAQMD when awards are announced after the close of application acceptance on March 30, 2017; and

WHEREAS, this grant is for the purchase of a fully electric school bus with no school district matching funds. The grant application process for these NCUAQMD electric school buses requires that the school board consent in advance through this resolution to committing to pay for any additional options above the grant amount, such as required special needs equipment, and air conditioning that might be included on the bus granted and ordered from the bus vendor. The Board of Trustees by this resolution is also showing that they are fully committed to obtaining these grants and following through with all of the requirements of this grant program; and

WHEREAS, the addition of any options are to be paid by Anaheim Union High School District. Options such as side storage compartments, driver air ride seat, and air brakes will be discussed with staff and vendor prior to bus purchase if grant is awarded.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District does hereby authorize district representative Matthew Thomas to apply for and secure all possible funding for the purchase of one electric school bus with a commitment by the Board of Trustees through this resolution to pay for all optional equipment added to the 'base bus' cost, on any bus granted through the NCUAQMD Electric School Bus Funding Program.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on April 13, 2017, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees therefore, 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 13th day of April 2017, 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 13th day of April 2017.

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

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

**TEMPORARY INTERFUND TRANSFER
(General Fund and Various Funds)**

April 13, 2017

Resolution No. 2016/17-B-23

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

WHEREAS, the Governing Board of the Anaheim Union High School District has determined that the General Fund may require a temporary interfund transfer from various funds to the General Fund to cover cash flow requirements during the 2017-2018 fiscal year; and

WHEREAS, the Education Code of California Section 42603 authorizes the Governing Board to temporarily transfer money held in any fund to another fund for payment of obligations of the District; and

WHEREAS, such a transfer can be made not more than twice within a fiscal year from the same fund or account and only when the District will receive income sufficient to repay the amount transferred; and

WHEREAS, no more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred pursuant to the provision of this section during that fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board authorizes the Administration to make temporary transfers to cover cash flow requirements from various funds to the General Fund.

BE IT FURTHER RESOLVED that the amount transferred shall be repaid or transferred back to the original fund from the General Fund either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 days of a fiscal year.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on April 13, 2017, by the following votes:

AYES

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 13th day of April 2017, 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 13th day of April 2017.

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

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT
OF ORANGE COUNTY, CALIFORNIA**

Reduction in Force – Classified Personnel

Resolution No. 2016/17-HR-08

April 13, 2017

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

WHEREAS, the Board of Trustees of the District has an affirmative responsibility to protect the fiscal solvency of the District while continuing to provide an education and important services to the students and community of the District; and

WHEREAS, the District employs classified support personnel based on the needs of the District in relation to student enrollment; and

WHEREAS, it is the opinion of the Board of Trustees that it may be necessary to decrease the number of classified services in the District stated below effective August 24, 2017, in accordance with Education Code Sections 45117 and 45308 as described below:

Classification	Number of Positions	Hours/Months
Instructional Assistant–Medically Fragile/Orthopedically Impaired	1	6hr/9m
Instructional Assistant–Adult Transition	1*	6hr/9m

*Position is currently vacant

NOW, THEREFORE, BE IT RESOLVED that as of August 24, 2017, it will be necessary to discontinue classified positions due to lack of work to the extent set forth above; and

BE IT FURTHER RESOLVED that the Board will reduce classified positions from each classification as equally as possible with the least senior employees being reduced first, in order of employment. Each of the selected employees will be placed on a rehire list, for first priority in rehiring in the event that positions are restored or become available; and

Resolution No. 2016/17-HR-08

BE IT FURTHER RESOLVED that the superintendent shall cause to be created a list of all of the District's classified employees in order of their seniority, as described by applicable provisions of the Education Code and any other applicable provisions of law; and

BE IT FURTHER RESOLVED that the superintendent, or a designated representative, is directed to send appropriate notices to all employees whose positions shall be affected by virtue of this action. Nothing herein shall be deemed to confer any status or rights upon any employee in addition to those specifically granted to such persons by statute.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees, on April 13, 2017, 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 13th day of April 2017, 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 13th day of April 2017.

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

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

Reduction in Force – Classified Personnel

RESOLUTION NO. 2016/17-HR-09

April 13, 2017

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

WHEREAS, Economic conditions including declining enrollment, increased employer contribution to CalSTRS and CalPERS, and increased employee health and welfare costs have caused deficit spending which has had an adverse impact on the finances of the District; and

WHEREAS, according to the 2017-18 adopted budget, which is a three year forecast, the District will be required to reduce approximately 21.6 million dollars in expenditures over the next three years; and

WHEREAS, the District is required to maintain a minimum balance of 3% in general and undistributed reserve funds; and

WHEREAS, as a result of these economic conditions the District will be required to reduce its 2017-2018 budget in the amount of \$6.2 million; and

WHEREAS, these needed reductions necessitate a reduction in force among personnel in certificated, classified, and management positions; and

WHEREAS, an actual and existing inability to pay the salaries and benefits of classified staff exists within the District; and

WHEREAS, the Board of Trustees has an affirmative responsibility to protect the fiscal solvency of the district while continuing to provide important education and services to the students and community of the district; and

Resolution No. 2016/17-HR-09

WHEREAS, The Board of Trustees resolves not to fill the identified classified positions that are vacant and unfilled and that it may be necessary by reason of the above conditions to have these vacant classified positions remain unfilled through the 2017-2018 school year; and

WHEREAS, it is the opinion of the Board of Trustees that it may be necessary by reason of the above conditions to decrease a number of classified services in the District at the close of the current school year in accordance with Education Code Sections 45117 and 45308 as described below:

Classification	Number of Positions	Hours/Months
Secretary - Attendance	1	8/10
Secretary - Attendance Bilingual	3	8/10
Secretary - School Support	2	8/11
Secretary - School Support Bilingual	1	8/11
Office Assistant	1	8/10
Office Assistant - Bilingual	2	8/10
Credential Technician - Certificated	1	8/12
Human Resources Technician - Classified	1	8/12
Secretary - Registrar/Records	1	8/11
Licensed Vocational Nurse	1	8/11
Campus Safety Aide	2	7/9
Secretary - Program Support	3	8/12
Instructional Assistant - Bilingual (Korean)	1	6/9
Publications Technician	1	8/12

Senior Administrative Assistant – Program Support	2	8/12
Performing Arts Supervisor	1	8/12
Assistant Director of Maintenance & Operations	1	8/12
Custodian	2	8/12

NOW, THEREFORE, BE IT RESOLVED that an actual and existing inability to pay all of the salaries and benefits of classified staff exists within the District; and

BE IT FURTHER RESOLVED that as of July 1, 2017, it will be necessary to discontinue or reduce classified positions to the extent set forth above; and

BE IT FURTHER RESOLVED that the Board of Trustees will lay off classified employees from each division with the least senior employees being laid off first, in order of employment. Each of the selected employees will be placed on a rehire list, for first priority in rehiring in the event that funds become available; and

BE IT FURTHER RESOLVED that the superintendent shall cause to be created a list of all of the District’s classified employees in order of their seniority, as described by applicable provisions of the Education Code and any other applicable provisions of law; and

BE IT FURTHER RESOLVED that the Superintendent, or her designated representative, is directed to send appropriate notices to all employees whose positions shall be effected by virtue of this action. Nothing herein shall be deemed to confer any status or rights upon any employee in addition to those specifically granted to such persons by statute.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on April 13, 2017, 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 of Trustees at the regular meeting thereof held on the 13th day of April 2017, and passed by a roll call vote of all members of said Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of April 2017.

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

Business and Noninstructional Operations

The Board of Trustees is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Assistant Superintendent, Business or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Assistant Superintendent, Business or designee shall administer and coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategies.

The Assistant Superintendent, Business or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

Goals

The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the district shall ensure that it:

1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs
2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements
3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues
4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt
5. Monitors the district's statutory debt limit in relation to assessed valuation within the district and the tax burden needed to meet long-term debt service requirements

6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws
7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the district at the time the new debt is issued
8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future
9. Preserves the availability of the district's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt
10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

Authorized Purposes for the Issuance of Debt

The district may issue debt for any of the following purposes:

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities
2. To refund existing debt
3. To provide for cash flow needs

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

Authorized Types of Debt

The Assistant Superintendent, Business or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt
 - a. Short-term debt, such as tax and revenue anticipation notes (TRANS), when necessary to allow the district to meet its cash flow requirements (Government Code 53850-53858)
 - b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)

- c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the district (Government Code 53859-53859.08)
2. Long-Term Debt
 - a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government Code 53506-53509.5)
 - b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)
3. Lease financing, including certificates of participation (COPs)
 - a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)
 - b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400-17429)
4. Special financing programs or structures offered by the federal or state government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs
5. Temporary borrowing from other sources such as the County Treasurer

COPs, TRANS, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133)

Relationship of Debt to District Facilities Program and Budget

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the district's

taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The district may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

Structure of Debt Issues

The district shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The district shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet debt repayment, tax rate, and flexibility goals.

For new money debt issuances for capital improvements, the district shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board, as long as the issuance is consistent with the overall financing plan, does not exceed the amount authorized by voters, and, unless a waiver is sought and received from the state, will not cause the district to exceed the limitation on debt issuances specified in the California Constitution or Education Code 15106.

To the extent practicable, the district shall also consider credit issues, market factors, and tax law when sizing the district's bond issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any general obligation bond issued by the district shall mature within 40 years of the issuance date or as otherwise required by law. (California Constitution, Article 16, Section 18; Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed but, with respect to a lease purchase of equipment, no longer than a period of 10 years. (Education Code 17452)

Method of Sale

For the sale of any district-issued debt, the Assistant Superintendent, Business or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the district. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost
2. Negotiated sale, subject to approval by the district to ensure that interest costs are in accordance with comparable market interest rates
3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more

beneficial to the district than either a negotiated or competitive sale

Investment of Proceed

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

Refunding/Restructuring

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the district shall consider the maximization of the district's expected net savings over the life of the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

Internal Controls

The Assistant Superintendent, Business or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure. (Government Code 53410)

When feasible, the district shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

The district shall annually conduct a due diligence review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their responsibilities.

In addition, the Assistant Superintendent, Business or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

Records/Reports

At least 30 days prior to the sale of any debt issue, the Assistant Superintendent, Business or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

On or before January 31 of each year, the Assistant Superintendent, Business or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the issued debt for the period from July 1 to June 30. (Government Code 8855)

The Assistant Superintendent, Business or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

The Assistant Superintendent, Business or designee shall maintain transaction records of decisions made in connection with each debt issuance, including the selection of members of the financing team, the structuring of the financing, selection of credit enhancement products and providers, and selection of investment products. Each transaction file shall include the official transcript for the financing, interest rates and cost of issuance on the day when the debt was sold ("final number runs"), and a post-pricing summary of the debt issue. In addition, documentation evidencing the expenditure of proceeds, the use of debt-financed property by public and private entities, all sources of payment or security for the debt, and investment of proceeds shall be kept for as long as the debt is outstanding, plus the period ending three years after the financial payment date of the debt or the final payment date of any obligations or series of bonds issued to refund directly or indirectly all of any portion of the debt, whichever is later.

The Assistant Superintendent, Business or designee shall annually report to the Board regarding debts issued by the district, including information on actual and projected tax rates, an analysis of bonding capacity, ratings on the district's bonds, market update and refunding opportunities, new development for California bond financings, and the district's compliance with post-issuance requirements.

Legal Reference:

EDUCATION CODE

5300-5441 Conduct of elections

15100-15262 Bonds for school districts and community college districts

15264-15276 Strict accountability in local school construction bonds

15278-15288 Citizen's oversight committees

15300-15425 School Facilities Improvement Districts

17150 Public disclosure of non-voter-approved debt

17400-17429 Leasing of district property

17450-17453.1 Leasing of equipment

17456 Sale or lease of district property

17596 Duration of contracts

42130-42134 Financial reports and certifications

ELECTIONS CODE

1000 Established election dates

GOVERNMENT CODE

8855 California Debt and Investment Advisory Commission

53311-53368.3 Mello-Roos Community Facilities Act
53410-53411 Bond reporting
53506-53509.5 General obligation bonds
53550-53569 Refunding bonds of local agencies
53580-53595.55 Bonds
53850-53858 Tax and revenue anticipation notes
53859-53859.08 Grant anticipation notes
CALIFORNIA CONSTITUTION
Article 13A, Section 1 Tax limitation
Article 16, Section 18 Debt limit
UNITED STATES CODE, TITLE 15
78o-4 Registration of municipal securities dealers
UNITED STATES CODE, TITLE 26
54E Qualified Zone Academy Bonds
CODE OF FEDERAL REGULATIONS, TITLE 17
240.10b-5 Prohibition against fraud or deceit
240.15c2-12 Municipal securities disclosure
CODE OF FEDERAL REGULATIONS, TITLE 26
1.103 Interest on state and local bonds
1.141 Private activity bonds
1.148 Arbitrage and rebate
1.149 Hedge bonds
1.6001-1 Records
5/17

General: The Civic Center Act as defined in the State of California Education Code Sections 38130 through 38139 describes uses of school facilities, including all buildings and grounds for public purposes and the fees that may be assessed. This policy is subject to the limitations of the code, the Constitution of the State of California, and the other policies and regulations of the Anaheim Union High School District Board of Trustees.

When an alternative location is not available, the District may grant the use of its school buildings or grounds to:

- a. Girl Scouts, Boy Scouts, Camp Fire, Inc. or YMCA.
- b. Parent-Teacher Associations.
- c. School-community advisory councils.
- d. Local non-profit recreational youth sports leagues that charge participants an average of no more than \$60 per month.
- e. Any other non-profit group that the Board of Trustees shall determine is providing activities that are beneficial to youth or public school activities of the District.

Further, the Anaheim Union High School District Board of Trustees may make available school buildings and grounds for any of the following purposes:

- a. Public, literary, scientific, recreational, educational, or public agency meetings.
- b. The discussion of matters of general or public interest.
- c. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization that has no suitable meeting place for the conduct of the services. Churches or religious organizations shall provide written evidence that they have an active plan and program to obtain a permanent facility to the Board of Trustees for their consideration with any request for renewal. (Subdivision (d) of section 38134 of the code provides that the District shall charge the church or religious organization using the school facilities or grounds a fee that is at least equal to the District's direct cost.)
- d. Child care or day care programs to provide supervision and activities for children of preschool and elementary school age.
- e. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies. Supervised recreational activities including, but not limited to, sports league activities for youths that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.

- f. Supervised recreational activities including, but not limited to, sports league activities for youths that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.
- g. A community youth center.
- h. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.
- i. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization. A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (California Military and Veterans Code, Section 1800)
- j. Other purposes deemed appropriate by the Board of Trustees.

The Anaheim Union High School District Board of Trustees may, at times, enter into agreements with parties that provide those parties with rights to use the buildings and grounds of the District. As an example, the District has historically maintained joint-use agreements with other public entities that provide mutual benefit to both parties to the agreements. In such agreements, the Board of Trustees may establish terms, conditions and/or fees that supersede those contained in this policy. All other provisions of this policy shall remain in effect.

Application for Use: Application for use of school facilities shall be made on official forms provided by the Anaheim Union High School District. Any persons applying for the use of any school buildings or grounds on behalf of any society, group, or organization shall present written authorization from the group to make the application. Applications will be accepted no sooner than 6 months prior to an event and may take up to 4 weeks to process. Athletic facility requests will be approved based on availability and existing District use. Requests for athletic tournaments may not be approved during a high school's season of sport.

No application will be denied because of sex, race, color, creed, or national origin. No permit shall be issued for a period longer than one year. Users that desire to continue to use District facilities shall submit new applications each season. The privilege to use the District's buildings and grounds is renewable and/or revocable at the discretion of the District at any time.

Approval for Use: The principal or assistant principal of the school shall sign applications indicating the availability or non-availability of each specific venue (i.e., each gym, field, classroom, etc.) requested by the applicant, the necessary parking spaces to accommodate the use and the consistency/non-interference of the use with the operations of the school. To provide for flexibility in scheduling school functions, to allow for proper maintenance and cleaning, to mitigate parking impacts and to limit the wear and tear of constant use, the principal may reserve one consistent weekday of unscheduled use for each venue as he/she deems appropriate. The superintendent, or his/her designated representative, is authorized to approve applications for use of school facilities with the following exceptions which must be approved by the Board of Trustees:

- a. Requests from any one user totaling more than 10 venues during any season, except as previously approved or delegated by the Board of Trustees in a joint-use agreement or other approval.
- b. Requests from any one user spanning more than one season, except as previously approved or delegated by the Board of Trustees in a joint-use agreement or other approval.

Guidelines for Use: The following are guidelines for use of certain school facilities:

- a. A District employee responsible for oversight of the use permit shall be at the facility at all times whenever a facility's buildings or grounds are used. The District employee shall open the facility only upon the presentation by the adult sponsor of a District facility use permit properly issued and signed. He/she shall be in responsible charge of the facility and shall report any damage, misuse, and/or abuse to the superintendent or his/her designated representative.
- b. Although the cost of utilities is covered by the user fee, the user group shall conserve energy and water in a manner similar to the daily use of the facility by school operations. The only supplies that shall be utilized by the user group include toilet paper, hand soap, and other toiletries. Users shall place all refuse in appropriate containers
- c. School affiliated groups using the kitchen for counter space only to serve refreshments (where there is no exchange of money) may do so at no additional cost subject to the approval of the principal who shall be responsible to ensure that the kitchen is left in its original condition and properly secured.
- d. Any request to modify or improve District facilities shall be submitted for review to the District facilities department. District facilities must be left in the same condition as they existed prior to the permitted use. Decorations shall be erected and completely removed in a manner not destructive to school property.
- e. Furniture and/or equipment shall be returned to the same position and/or location as it existed prior to the permitted use.
- f. Users shall use the facilities only for the purposes as specified in this policy, District regulations, or the use permit and shall limit use to the specific spaces specified in the use permit.

- g. District swimming pools are available for use by city-sponsored or YMCA programs located within District boundaries. Private schools may be permitted to use pools on a temporary, emergency need basis for team practices.

Restrictions for Use: The following restrictions apply to the use of school facilities:

- a. Public use shall not be inconsistent with nor interfere with school District use.
- b. Use is denied to any individual, society, group, or organization for the commission of any crime or any act prohibited by law, including those acts intended to further any program or movement to overthrow by any means the government of the United States.
- c. Where minors are involved, users shall have at least one adult for every twenty-five minors present while using District facilities to ensure adequate control. The adult sponsor listed on the facility use application shall be present before the facilities are opened.
- d. There shall be no profane language, fighting, or gambling on school premises. There shall be no loud music or other amplified sounds, noise, lights, or other activities that violate local ordinances or otherwise disrupt adjacent neighborhoods and businesses.
- e. There shall be no public use prior to 7:00 a.m. or after 10:00 p.m., or as per local ordinance.
- f. The possession or use of narcotics, alcoholic beverages, or any other restricted substance on District property is a misdemeanor and prohibited.
- g. The use of tobacco products on District property is prohibited.
- h. No product, including, but not limited to food or drink shall be advertised or offered for sale on school premises without a separate District approved permit.
- i. People present shall not exceed the posted capacity of the facility or as otherwise required by regulation or law. Appropriate space shall be assigned to users based on expected or past average attendance.
- j. Vehicles present shall not exceed the number authorized in the use permit. Vehicles shall be parked only in off-street, on-site parking areas in appropriately marked spaces. Vehicles shall not be parked on neighborhood streets. Vehicles inappropriately parked on District property shall be subject to towing at the owner's expense.
- k. Filming in or on District facilities by private individuals for commercial use is prohibited. For-profit, commercial requests will be handled on a case-by-case basis and are subject to fair value rental fees.

- l. The use of drones by private and commercial users is prohibited due to city and municipal airport “no fly zone” regulations.
- m. Food trucks and outside vendors are not permitted on District sites during school hours. Food trucks and outside vendors may be permitted to provide services after school hours and on non-student days. Upon request, all vendors must have appropriate city and county permits and provide appropriate insurance certificates.
- n. No modification of District facilities shall be permitted without the express written permission of the District facilities department. Users shall not be permitted to use ladders or mechanical lifts. The use of open flames such as candles, or non-fire proof decorations, nails, tacks, staples, or any tape other than blue or red painter’s tape is not permitted.
- o. Equipment shall not be used without prior approval on the facility use permit. Users are not permitted to leave equipment or materials at the school facility.
- p. Custodians, teachers, and coaches, as well as other staff members shall not permit any individual or group to use any equipment, room, or other facility on the premises without obtaining the appropriate approvals. Non-approved use shall result in additional charges and may result in denial of future use privileges.
- q. Fields may not be used at any time when there is precipitation or when the fields are wet. Field users will be notified in those cases where District staff determines that the field closures are necessary due to: maintenance or repair work, potential hazards to users, or, wet turf or infield. If the user has not been notified and is unclear whether the fields are playable, the user shall contact the 24-hour facility use information phone number listed on the use permit to ascertain whether the fields are playable.
- r. During periods when students and staff are not at the schools, District staff shall make the repair and maintenance of each and every one of the District’s buildings and grounds their top priority. Consequently, the District will generally not schedule or permit community use of its buildings and grounds during the following periods: winter break, spring break, and from the last day of school to July 31. However, District staff may, at their discretion, approve uses when the following conditions are met.
 - 1. The venue is in good repair.
 - 2. All scheduled maintenance for the venue is current.
 - 3. There is no beneficial maintenance or repair that could be scheduled for the venue and completed during the period.
 - 4. The use would not accelerate the decline in condition or increase the operating, maintenance, or repair costs of the venue.
 - 5. The conditions present for students and staff at the venue when they return from the break would not be compromised in any way.
- s. Use of District facilities for private events such as weddings, funeral services or other non-curricular activities is prohibited.

- t. Users shall not sublet, pass-through, or assign their privileges without the express written permission of the District. When a city or other group sponsors a user under their application, that city or group shall be fully liable for all debts and actions of the user. Further, that city or group shall not be permitted to charge any fees or costs greater than its actual costs to facilitate the use.
- u. Any failure to comply with this policy, applicable laws and ordinances, District established regulations and directives, written or oral, or any use which results in complaints resulting from misuse shall result in revocation of the privilege to use District facilities.

Damage and Liability: Groups or persons using school facilities, buildings, or grounds shall be liable for any property damages caused by the activity and shall be charged the amount necessary to repair the damages. Any group using school facilities, buildings, or grounds shall be liable for any injuries resulting from its negligence during its use. The District shall not be responsible for loss, theft, or damage of user or attendee property, equipment, or articles. The group shall bear the cost of insuring against the risks arising from its use and defending itself against claims arising from these risks. Groups shall provide the District with evidence of insurance against claims arising out of the group's own negligence. A Certificate of Insurance naming the Anaheim Union High School District, its trustees and officers, employees, agents, volunteers, or representatives, as the certificate holder and additional insured, shall be furnished by every group approved to use school facilities. Further, said Certificate and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than a thirty-day written notice be given to the District prior to any material modification or cancellation of such insurance. The policy limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property. Groups shall also be required to include the District as an additional insured on their liability policies for claims arising out of the negligence of the group in use of District facilities and grounds.

Priority of Use: Priority of facilities use will be given to the uses that provide the greatest educational and recreational opportunities to the most Anaheim Union High School District students. The priority shall be determined by the order as listed below.

1. Uses sponsored, administered, and overseen by the Anaheim Union High School District, its schools, and affiliated organizations. Affiliated organizations are those organizations recognized by the Board of Trustees as existing solely to serve the students of the Anaheim Union High School District.
2. Uses sponsored, administered, and overseen by the District's constituent cities that include active participation of at least 55 percent students within the Anaheim Union High School District boundaries. Use terms and fees will be governed by the joint-use agreement, if any. Otherwise, use terms and fees shall be the same as for local community organizations.
3. Uses sponsored, administered, and overseen by local non-profit community organizations that include active participation of at least 55 percent students within the Anaheim Union High School District boundaries, is not based on ability to play and charges participants no more than sixty dollars (\$60) per month. Each organization must be registered as a non-profit organization with

the Internal Revenue Service (IRS) at an address within the Anaheim Union High School District's boundaries and provide the District with copies of the IRS approval of its non-profit status, its IRS Form 990 (when required), and its constitution, bylaws, and mission statement which clearly state the objectives of the organization are of a non-profit, non-commercial nature.

Organizations included within this group are associations and clubs organized for cultural activities and/or general character-building or welfare purposes, in which membership dues or contributions are accepted solely for the support of the organization.

4. Non-profit youth organizations whose participation is based on ability and/or play competitively against similar teams from other jurisdictional areas (i.e. independent travel teams. In order to qualify under this classification, the team must include active participation of no less than 55 percent students and the head coach/manager must reside within the Anaheim Union High School District boundaries.
5. City or non-profit sponsored uses that serve at least 55 percent adult residents within the Anaheim Union High School District boundaries and are administered and overseen by the city or non-profit.
6. Any for-profit youth or adult organizations, commercial-use groups and/or other organizations outside of the Anaheim Union High School District boundaries.

Any conflicts remaining after the application of the prioritization criteria above have been applied shall be resolved by District staff in the following manner:

- a. In the favor of applications that would further the continuous use of the same venues, at the same times, for the same purposes.
- b. In the favor of applications based on the date that they were submitted within the specified submittal period.

Charges for Use: The District shall charge its direct costs to non-commercial users of its facilities so not allow the cost of community use of its facilities to encroach upon the funds intended for the education of its students.

District staff shall maintain a limited number of employees who shall be available at straight time to oversee use of buildings and/or grounds on non-school hours and weekends. When these employees are not available to facilitate the requested use, District staff may offer applicants the option to use higher cost District employees and/or to pay overtime wages to facilitate the use. If no appropriate employees, are available to facilitate the use, District staff may deny the requested use.

The components of these direct costs shall consist of: 1) the cost of administering the community use program, 2) the cost of utilities and supplies, 3) the cost of labor directly associated with the use, and, 4) the cost of equipment usage where applicable.

Commercial users shall follow the same procedures as non-commercial users but will be charged fair rental value rates.

A Food Service Worker is required to be on site when kitchen use (including utensils and equipment) for food preparation and service is requested.

The fees to be charged for all uses where the purpose is to raise funds (e.g., sporting tournaments) will be dependent on the purpose of the fund-raising. When the net receipts will be deposited into a District account for the welfare of the pupils of the District, the user shall be charged the direct cost rates. In such cases, the user may indicate that the intent of their donation is for a specific purpose. However, the District shall not be obligated to fulfill the donor's intent, but shall be obligated to use the funds strictly for the welfare of pupils and not for salaries or operating expenses. For all other fund-raising uses, the user shall be charged the fair rental value rates.

- a. Administration. The District shall charge a non-refundable fee of \$20 per application to offset a portion of the costs of administering the community use program. This fee shall not be charged to District schools or its affiliated groups. All other users shall pay this fee at the time of application.
- b. Labor. A District employee must be present at all times whenever school facilities are being used to open the facility for use, to secure the facility after use, and to provide necessary observation or assistance to all groups. Labor fees shall not be charged to District schools or its affiliated organizations for activities that are scheduled from 7:00 a.m. to 10:00 p.m., Monday through Friday unless the use falls during holiday periods. This waiver shall not apply to facilities which have special technical and security needs such as Handel Stadium, Cook Auditorium, The Performing Arts Center, The Forum, and the Loara High School Auditorium. Regardless of time of use, when prior users from priority 1 and 2 have demonstrated a history of excellent care for the District's facilities, staff may waive the fee and permit the user to designate a responsible person from their organization to observe and facilitate the use. Key security shall be maintained per the District standard protocol. Keys shall not be given or loaned to users.

All other users shall pay the costs for the District employee or employees that must be present to facilitate the use which may vary based on staff available, overtime costs, or other factors. Upon the request of two or more users, District staff may assign the employee(s) to facilitate the multiple uses and split the costs between the users. This option is provided as a potential mutual benefit to the users and to the District. District staff shall have the right to make decisions regarding the use or non-use of this option, including any and all specific decisions regarding its implementation, rescission, and/or revocation. Costs will be estimated for the user at the at the time of application based on the information that they provide. Typically, users will be charged one-half hour for setup prior to the scheduled start of the event, and one hour after the actual departure of the user group. The District reserves the right to require additional personnel, at additional cost to the user, if it deems it is in the District's best interest to require such personnel.

- c. Fair rental value. All commercial users and organizations conducting fundraising events where funds do not directly benefit District students shall pay this fee. The District has calculated the fair rental value cost per square foot, per hour, for its typical types of venues which is shown in the attached table. These costs will be estimated for the user at the time of application based on the information that they provide.

- d. Utilities and Supplies. The District has calculated the average cost per square foot, per hour, based on its actual costs for utilities for its typical types of venues which are shown in the attached table. This fee shall not be charged to District schools or for meetings of affiliated organizations when their activities occur before 10:00 p.m. on school days. Otherwise, all users shall pay this fee two weeks prior to the use.
- e. Equipment Usage. Certain venues require the use and protection of specialized equipment that must be operated by trained staff persons such as food service equipment, and auditorium lighting and sound controls. The cost to use this equipment will be estimated for the user at the time of application based on the information that they provide. If the use necessitates costs greater than the original estimate (e.g., more time or more equipment) the user will be charged the additional costs.
- f. Deposit. The District shall charge a deposit of \$100 for each use or a maximum of \$500 for multiple uses by the same organization. Payment of the deposit is required within three days of approval of the use or prior to the use, whichever comes earlier. Deposits will be refunded after settlement of any outstanding fees, cleaning charges, or damages. This may take up to thirty days. Deposits may be applied to future uses at the request of the organization. The District will not pay interest on the deposit.
- g. Payment. Payment of the estimated costs will be due two weeks prior to the use. If the use necessitates actual costs greater than the original estimate (e.g., more hours, excessive cleaning required) the user will be charged the additional costs. Payment for events must be made prior to the acceptance of additional applications.

Payment of fees and estimated costs shall be made by check and drawn upon a local bank with sufficient funds and without hold. Checks held or returned for any reason may result in cancellation of the use. Submittal of all insurance documents or other use related paperwork shall be made as required above, but no later than one week prior to the use. Failure to make full payment and/or to submit all documents may result in cancellation of the application and/or permit, and in charges to recover all costs to the District. Any cancellation of use must be made in writing at least ten days prior to the scheduled use. Failure to cancel within ten days prior to use shall result in forfeiture of the security deposit, and may result in other charges to recover all costs to the District caused by the cancellation. Requests for changes in facility, or time, shall be made at least three weeks prior to the scheduled use. Although, the District is not obligated to accommodate requests to change facilities or time, it will make reasonable accommodations when possible. Repeated requests to change facilities or time, may be considered new applications, which may result in the assessment of additional administrative fees.

Certifications: District staff shall include the following certifications as part of the application form. As a condition of approval, the applicant shall make these certifications under the penalty of perjury. Applications with incomplete certifications shall not be processed.

- a. I, the undersigned, hereby certify that I shall be personally responsible, on behalf of my organization for any damage or abuse of school buildings, grounds or equipment, resulting from the occupancy of said premises by our organization. I agree to abide by and enforce the rules and regulations of the ANAHEIM UNION HIGH SCHOOL DISTRICT governing the non-school use of buildings, grounds, and equipment, and hereby acknowledge receipt of a copy of said rules and regulations.
- b. In consideration of being permitted to use the buildings, grounds, and equipment of the ANAHEIM UNION HIGH SCHOOL DISTRICT, indicated in this application, I, the undersigned, agree to the extent authorized by law, to hold harmless, indemnify, and defend the ANAHEIM UNION HIGH SCHOOL DISTRICT and its officers, agents, and employees from any liability or claims of liability for bodily injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible, or intangible, arising from or connected with the use or occupancy of the premises indicated in this application.
- c. The undersigned states that, to the best of his or her knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement, the purpose of which is to accomplish the overthrow of the government of the United States by force, violence, or other unlawful means; That _____, the organization on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

Enforcement, Implementation, and Revision: The Board of Trustees delegates responsibility for the enforcement and implementation of this policy, and the development and enforcement of rules and regulations supporting it, to the superintendent and/or his/her designees. The Board of Trustees reserves its right to revise, revoke, suspend, terminate, or otherwise alter this policy, in part or whole.

Legal References:

Education Code Sections:

10901	Chapter definitions
10902	Governing board authority
10902.5	Interference or disruption of recreational activities
10905	Cooperative agreements
10906	Class 3 counties, governing board of union high school agreements with nonprofits
10910	Use of school buildings, grounds, and equipment
10912	Fee for use of recreational facilities
10914	Expenses are a charge against the funds of the District
38130 – 38139	Civic Center Act

Board of Trustees January 21, 1988
Revised: February 23, 1989
Revised: November 13, 1989
Revised: February 1993
Revised: April 20, 1995
Revised: June 26, 2008
B/F

Recording Requested by:

City Clerk of the City of Anaheim

WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF ANAHEIM
P.O. BOX 3222
ANAHEIM, CA 92803



EXEMPT-GOVERNMENT AGENCY
(Government Code §§6103 & 27383)

By: _____
City Clerk, City of Anaheim

(Space Above Line For Recorder's Use Only)

PUBLIC ROAD AND UTILITY EASEMENT

City Deed #	
APN #	128-391-08
R/W ACQ	2017-00913

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, ANAHEIM UNION HIGH SCHOOL DISTRICT, a State of California Public School District ("Grantor") **HEREBY GRANTS** to the **CITY OF ANAHEIM**, a municipal corporation ("Grantee") a perpetual easement for public right of way and utility purposes, including but not limited to the use of the easement by its officers, employees, agents, contractors and subcontractors, for the demolition, clearance, grading, utility relocation, construction of street improvements, maintenance, repair and inspection, in connection with the project over that certain property (the "Easement Area") situated adjacent to Loara High School in the City of Anaheim, County of Orange, State of California, as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF IN EXHIBIT "A" AND PLAT MAP ATTACHED HERETO AND MADE PART HEREOF IN EXHIBIT "A-1".

Except as otherwise provided herein, Grantee has the right to prevent any activity on or use of the Easement Area that (a) is inconsistent with the purposes of this easement; (b) interferes with or is harmful to Grantee's rights herein; or (c) interferes with or is harmful to Grantee's facilities. Grantor agrees not to use or allow the use of the Easement Area in such a way as to impede, harm, or interfere with (a) the Grantee's rights as defined herein; or (b) Grantee's facilities. Grantee will pay costs of removals, disposals and construction related to Grantee's activities within the Easement Area. Grantee will backfill to grade, pay reasonable costs of removal, repair or restoration, of grass or asphalt only within the Easement Area affected by work performed by Grantee in furtherance of the rights granted herein.

Grantee shall indemnify, defend and hold Grantor harmless regarding any claim or liability, to the extent such claim or liability relates to or arises from: (a) wrongful intentional acts or negligence

of Grantee or Grantee's agents or contractors; (b) agreements that Grantee (or anyone claiming by or through Grantee) makes regarding the easement provided in this deed or the facilities allowed to be installed by Grantee in the Easement Area pursuant to this deed; (c) workers' compensation claims or determinations arising from employees or contractors of Grantee; (d) prevailing wage claims relating to employees or contractors of Grantee; (e) this deed; or (f) conditions of the Easement Area created or allowed by Grantee or Grantee's agents or contractors. The foregoing indemnity, defense and hold harmless obligations shall include, without limitation, payment of attorneys' fees and court costs incurred by Grantor in connection with any indemnified matter or enforcing the indemnity, defense and hold harmless obligations of Grantee. The indemnity, defense and hold harmless obligations of Grantee set forth in this paragraph shall survive any termination or abandonment of the Easement Area or this deed.

Dated: _____

GRANTOR:

ANAHEIM UNION HIGH SCHOOL
DISTRICT,
a State of California Public School District

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California}

County of ORANGE}

On _____ before me, _____, Notary Public personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

NOTARY PUBLIC SEAL

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed to the City of Anaheim, a Municipal Corporation, is hereby accepted by order of the City Council on _____ and the grantee hereby consents to recordation thereof by its duly authorized officer.

Resolution No. _____

Linda N. Andal, CMC, City Clerk

Dated: _____

By: _____
(City Clerk of the City of Anaheim)

(Seal)

EXHIBIT "A"

APN: 128-391-08

LEGAL DESCRIPTION

AN EASEMENT FOR PUBLIC ACCESS ACROSS A PORTION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF ANHEIM, COUNTY ORANGE, STATE OF CALIFORNIA, PER INSTRUMENT NUMBER 2007000029234, RECORDED JANUARY 16, 2007 OFFICAL RECORDS OF SAID ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 20, SAID CORNER ALSO BEING THE CENTERLINE INTERSECTION OF EUCLID STREET (FORMERLY KNOW AS EUCLID AVENUE) AND CERRITOS AVENUE PER SAID INSTRUMENT NUMBER 2007000029234, RECORDED JANUARY 16, 2007;
THENCE NORTH 00° 00' 00" EAST 61.00 FEET ALONG THE CENTERLINE OF SAID EUCLID STREET;
THENCE AT RIGHT ANGLES TO SAID CENTERLINE, NORTH 90° 00' 00" WEST 53.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF EUCLID STREET PER BOOK 5663, PAGES 880 THRU 885, RECORDED MARCH 21, 1961 OFFICIAL RECORDS OF ORANGE COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE SOUTH 53° 27' 40" WEST 27.78 FEET TO A POINT ON THE NORTHER RIGHT OF WAY LINE OF CERRITOS AVENUE PER BOOK 5663, PAGES 880 THRU 885, RECORDED MARCH 21, 1961 OFFICIAL RECORDS OF ORANGE COUNTY;
THENCE NORTH 89° 35' 15" EAST 22.32 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF CERRITOS AVENUE, TO A POINT ON THE SAID WESTERLY RIGHT OF WAY LINE OF EUCLID STREET;
THENCE NORTH 00° 00' 00" EAST 16.38 ALONG SAID WESTERLY RIGHT OF WAY OF EUCLID STREET TO THE TRUE POINT OF BEGINNING.

AREA OF EASEMENT = 182.8 SQUARE FEET MORE OR LESS

SUBJECT TO EASEMENTS, CONVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS OF WAYS AND MATTERS OF RECORD IF ANY.

ALL AS SHOWN ON EXHIBIT A-1 AND MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.



RICHARD WAYNE HILL P.L.S. 8588
DECEMBER 14, 2016



EXHIBIT A
PLAT




FOUND PK NAIL WITH C of A TAG
PER CR 2001-818 B

BASIS OF BEARINGS
THE CENTERLINE OF EUCLID AVENUE, BEING
N 00° 00' 00" E PER INSTRUMENT No. 2007000029234
RECORDED 01/16/07 OFFICAL RECORDS

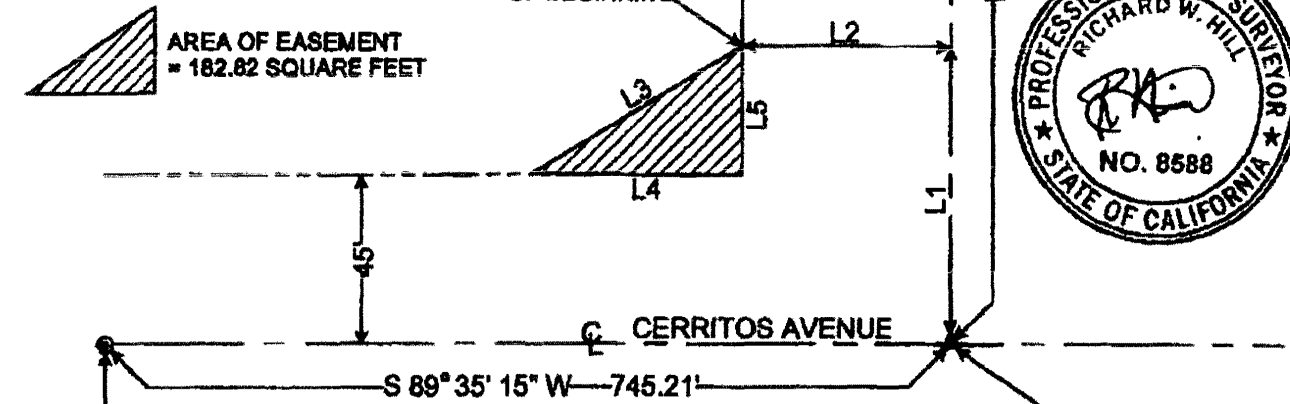
**NORTHEAST QUARTER
SECTION 20, TOWNSHIP 4 SOUTH,
RANGE 10 WEST IN THE
RANCHO SAN JUAN CAJON
DE SANTA ANA
M.M. 51/10
APN 128-391-08**

SURVEYORS NOTE
THE INFORMATION ON
THIS PLAT IS BASED
UPON MEASURED DATA
AND RECORD DATA PER
INST No. 200700002934
RECORDED 01/16/07
OFFICAL RECORDS

LINE	BEARING	DISTANCE
L1	N 00° 00' 00" E	61.00'
L2	N 90° 00' 00" W	53.00'
L3	S 53° 27' 40" W	27.78'
L4	N 89° 35' 15" E	22.32'
L5	N 00° 00' 00" E	16.38'

 **AREA OF EASEMENT**
= 182.82 SQUARE FEET

TRUE POINT
OF BEGINNING



FOUND PUNCHED SPIKE & O.C.S. WASHER
STAMPED "3037R1 02/01"
PER CR 2001-683

FOUND O.C.S. WELL MON
ACCEPTED AS THE E 1/4 COR
SEC 20, T4S, R10W
PER INSTRUMENT No. 2007000029234
RECORDED 01/16/07 OFFICAL RECORDS
POINT OF COMMENCEMENT

[RECORD DATA PER INSTRUMENT No. 200700002934 O.R.]

COA 15-40

**CITY OF ANAHEIM
DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION SERVICES DIVISION
SURVEY SECTION
RICHARD W. HILL P.L.S. 8588 12/14/16**



PLAT SHOWING
PUBLIC ACCESS EASEMENT AT
LORA HIGH SCHOOL, IN THE CITY OF ANAHEIM,
COUNTY OF ORANGE STATE OF CALIFORNIA,
BEING A PORTION OF THE NE 1/4 SECTION 20,
T4S, R10W. APN 128-391-08

CONTACTOR INFORMATION

Firm Name: _____ Check One: Corporation
(as it appears on license) Partnership
 Sole Prop.

Contact Person: _____

Address: _____
(PO Box unacceptable)

Phone: _____ Fax: _____

Email: _____

If firm is a sole proprietor or partnership:
Owner(s) of Company _____

Contractor's License Number(s): _____

Primary Class: _____

Supplemental Classification(s): (if any) _____

Expiration Date: _____

How many years has the firm been in business in California as a contractor under the firm's present
business name and license number? _____

DIR Registration Number: _____

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 8 is “no.”¹

Contractor will be immediately disqualified if the answer to any of questions 9, 10, 11 or 12 is “yes.”² If the answer to question 10 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.
 Yes No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 Yes No (Please provide a current Certificate of Insurance as verification)
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
 Yes No Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?³
 Yes No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which

¹ A “no” answer to Question 5 will not be disqualifying if the contractor is exempt from complying with Question 5, for reasons explained in footnote 3.

² A contractor disqualified solely because of a “Yes” answer given to question 9, 10, or 12 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

³ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in section 14837(d)(1).” As of August 12, 2013, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁴

Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Are you currently registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5?

Yes No

If yes, what is your registration number _____.

Please submit proof of registration.

7. Has your firm contracted for and completed construction of a minimum of **three (3)** California K-12 public school districts, community college districts or other public works projects, each with a value of at least **\$10,000,000 (Ten Million Dollars)** and all within the past **five (5) years**?

Yes No

NOTE: You **must** list these projects in the "Contractor Project References" Section.

8. This project includes a concrete tilt-up 2 story building. Does your firm have experience working with concrete tilt-up construction?

Yes No

If the answer is "Yes," state the project/projects that meet the tilt-up construction requirement:

9. Has your contractor's license been revoked at any time in the last five years?

Yes No

10. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Yes No

11. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

⁴ An additional notarized statement from the surety may be requested by *Anaheim Union High School District* at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

12. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
- Yes No

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated : _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Firms That Are Sole Proprietorships:

1a. Date of commencement of business. _____

1b. Social security number of company owner. _____

1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

1a. Date of commencement of joint venture. _____

1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If "yes," explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms.
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

5. State your firm's gross revenues for each of the last three years:

\$ _____ \$ _____ \$ _____

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ Years

7. How many years experience do you have in public school/or community college construction work:

a. as a general contractor _____ years

b. as a subcontractor _____ years

8. Is your firm currently the debtor in a bankruptcy case?

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

9. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 8. above)

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

10. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

11. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

12. Has your firm changed names or license number in the past five years?

Yes No

If “yes,” explain on a separate signed page, including the reason for the change.

13. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years?

Yes No

If “yes,” explain on a separate signed page, including the reason for the change.

14. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

If “yes,” please explain on a separate signed sheet.

Disputes

15. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes No

If yes, explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

16. In the last five years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

17. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$25,000.

18. In the past five years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration?**

Yes No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

19. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?**

Yes No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

* * * * *

20. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

Yes No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

21. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

22. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
 Yes No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

23. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
 Yes No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

24. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
 Yes No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

25. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

26. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

(NOTE: Contractors seeking prequalification as a subcontractor only: Response will not be rated.)

27. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

28. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

Each bidder, and its subcontractors, must declare any serious or willful violations of Part 1 (commencing with Section 6300) of Division 5 of the California Labor Code received during the last five years. This information must include all construction work undertaken in the United States by the bidder and any affiliate of the bidder. Separate information shall be submitted for each particular partnership, joint venture, corporation, Limited Liability Company or individual bidder or subcontractor. The bidder or its subcontractors may be requested to submit additional information or explanation of data, which District may require for evaluating the safety record. The term "affiliate" shall mean any firm, corporation, partnership, joint venture, limited liability company or association which is a member, joint venturer or partner of the bidder, or any such entity which owns a substantial interest in, or is owned in common with, the bidder, its subcontractor or any of its members, joint venturers or partners, or any such entity in which the bidder, its subcontractor, or any of their members, joint venturers or partners own a substantial interest.

29. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

30. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If "yes," attach a separate signed page describing each citation.

31. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board or their designees cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If "yes," attach a separate signed page describing each citation.

32. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?
- _____

33. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier

verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws? NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by Anaheim Union High School District.

37. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of

persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

Yes No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

D. Project Specific Questions

39. A Self-Performing **General Contractor** is desired on this project, please check a box.

0% to 10% Self-Performing

11% to 15% Self-Performing

16% and above Self-Performing

40. Have you provided hyperlinked documents as part of your final as-built submission at project close-out?

Yes No

41. Do you have experience in constructing kitchens? What size (square feet)? How many? How long ago? *Attach information on a separate sheet*

Yes No

42. Have you used **BIM** for coordination on a construction project? How many projects? What trades were coordinated using BIM? Provide one example of each trade from a project you completed using BIM. Provide one example of **clash detection**.

Attach information on a separate sheet

Yes No

PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

43. Contractor shall provide information about its **five (5)** most recently completed public works projects **three (3)** of which shall have a value of at least \$10,000,000 (Ten Million Dollars) and its largest completed private projects within the last five years.⁵ Names and references must be current and verifiable. *The District may use this information to contact the reference and interview the reference about the project using a point based system.* Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

* * * * *

⁵ If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated:

(Name)



**Sales Quote Only.
This is Not an
Invoice**

QUOTATION

Quote Number:
Q155212 - 4

Quote Date:
03/09/17

Page:
1

18200 Cascade Ave S
Seattle, WA 98188
www.zonarsystems.com
Voice: 206.878.2459
Fax: 206.878.3082

Quoted To:
Anaheim Union High School District Attn: Matthew Thomas 501 N Crescent Way Anaheim, CA 92801-5401 USA

Quoted Ship To:
Anaheim Union High School District Attn: Matthew Thomas 501 N Crescent Way Anaheim, CA 92801-5401 USA

Customer ID	Good Thru	Payment Terms	SalesPerson
ANA3809	04/08/17	Net 30 Days	Nils Erik Elkington

Order Qty	Item	Description		Total
79	ZPASS001-H	ZPASS Kit	149.95	11,846.05
79	ZPASS002-S	Annual ZPASS+ Service	96.00	7,584.00
6	INST001-S	Installation Tech Day	875.00	5,250.00
1	TRAV-INS	Travel - Install Estimate, Will be Billed at Cost	1,750.00	1,750.00
1	TRAINING	Training	800.00	800.00
1	TRAVEL	Travel - Training & Prof Services Estimate, Will be Billed at Cost	1,000.00	1,000.00
1	S&H	Shipping and Handling	109.15	109.15
		Installation to be Performed by Velociti		
		All 4PIN installations Will Cost an Additional \$12/Installation		
		Three Year Contract Required Early Termination Fees Will Apply		

Subtotal:	28,339.20
Total Sales Tax:	934.99
Invoice Discount:	0.00
Total:	USD 29,274.19

No Hardware or Services identified in this quotation will be provided by Zonar until the parties have executed a Service Agreement, a copy of which will be provided upon request and before acceptance of a customer purchase order. The Service Agreement has been omitted from this Quote for simplicity's sake. The rates and quantities on this quote are based on initial discussions about your fleet, and may change slightly if a detailed asset list provided by your fleet indicates that additional Hardware or Services are required based on your unique asset list.



Installation Assumptions

Assumes install of 79 Zpass scanner installs to existing Zonar systems for Anaheim Union High School District.

Assumes installs take place over 6 working day(s).

Assumes previously installed Zonar system is fully functional and requires no additional troubleshooting.

Assumes minimum site access 6-days per week, 12 hours per day. Tech expected to perform 8 hours productive time per day.

Assumes installs are completed at (1) geographic location(s).

Assumes unrestricted access to sites, vehicles and Zonar hardware to complete the project as quoted.

Delay Provision-Once tech is deployed, any delay outside of Velociti control that results in additional hours of activity will be billed at \$100 per hour.

Inclement weather is out of Velociti control and can result in additional days required to complete installs if covered area is not available.

Mileage billed at \$1 per mile round trip.

Overnight stays billed at \$125 per night as needed.

Air travel will be charged at cost

Cancellation Provision - The following fees will apply.

a. If the project is cancelled greater than 7 days in advance of the project start date, no charges will apply.



-
- b. If project is cancelled 72 hrs or less of the project start date, then \$250 charge per assigned technician will apply.

 - c. If the project is cancelled after the installation begins, full project price as quoted will be billed unless other charges are agreed upon.

Any shipping charges are the responsibility of Zonar.

Installation includes 365-day warranty on workmanship.

Purchase Order commitment required 2 weeks in advance of project start date.

Payment Terms: Due upon receipt unless other terms are agreed upon.



MEMORANDUM

To: Jennifer Root
From: Keith Weaver *KW*
Date: December 7, 2016
Re: Scope of Work to Provide Financial Advisory Services for GO Bonds

Jennifer, thank you again for the opportunity to assist the District with its Measure H GO bond program. Our focus as the District's fiduciary will be to advise the District on how to ensure that the financings best meets the District's objectives and aid in its implementation. This scope of work identifies the financial advisory services we will provide along with our fees for such services.

Services Provided

We will provide the following services in connection with the Measure H GO bonds:

- Develop and manage the schedule of events
- Assist with identifying and selecting other members of the financing team, as appropriate
- Manage the costs of issuance budget
- Review and comment on the authorizing resolution(s) and legal documents
- Draft the preliminary and final official statements
- Conduct due diligence on information included in the preliminary and final official statements, including a review of the District's compliance with prior continuing disclosure obligations
- Structure the financing to meet the District's objectives, including funds available for facilities projects and staying within tax levy projections
- Based on GFOA best practices and market research, advise the District regarding the optimal method of sale
 - If a competitive sale process is selected, conduct a competitive bidding process to select the underwriter
 - If a negotiated sale process is selected, assist with both selecting the underwriter and negotiating the financing terms
- Coordinate the credit rating process, including preparing materials for and participating in rating calls and/or meetings
- Solicit bids for bond insurance policies and assist in the selection of a bond insurer (if financially viable)
- Prepare the closing wire instructions, including coordinating the flow of funds and deposit of bond proceeds
- Coordinate with the County to ensure debt service is incorporated into future tax levy calculations
- Provide a post-sale presentation to the Board summarizing the sale process, sale results, and funds available for projects
- In connection with the above, provide additional information presentations, attend meetings, and coordinate with District staff, other members of the financing team, and outside entities

Fees and Expenses

Consistent with our published fee schedule, our standard fixed fee for the above services is \$58,750 plus \$1,500 for expenses.

Our fees and expenses are payable from the proceeds of the issuance (and therefore built into the borrowing amount) when the financing closes. The expenses are mainly associated with printing and distributing the preliminary and final official statements.

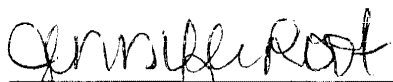
In order to be able to provide independent advice to the District, if the financing process is not completed (e.g., the District changes its mind and decides to not move forward), then our fee would be based on the hours worked (at our rate of \$225) and expenses incurred to that point, but not to exceed the fixed fee amount.

Jennifer, our commitment to our clients is "100 percent satisfaction guaranteed, 100 percent of the time". It is our goal to provide the best financial advisory services in the most economical fashion. We look forward to continuing to provide the District with this same high level of service.

If the scope of work is acceptable, please sign and date below and return a copy to me. Thank you.

KW/abm

Accepted By:



Jennifer Root
Assistant Superintendent, Business
Anaheim Union High School District

Date: 3/13/17

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT,
AND
THE CITY OF ANAHEIM,

This Memorandum of Understanding ("MOU") is made on this ____ day of _____, 2017, by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT ("School District") and the CITY of ANAHEIM ("City").

RECITALS

WHEREAS, City is the owner of certain real property located at 800 W. Katella Avenue known as the Anaheim Convention Center; and

WHEREAS, the School District and the City previously entered into a Joint Powers Authority Agreement, which provided for, among other things, School District's use of the Facilities for school- related activities and events;

WHEREAS, School District desires to continue to use the Anaheim Convention Center ("Facilities") for school-related activities and events; and

WHEREAS, School District and City desire to enter into an agreement providing for the use of the Facilities; and

WHEREAS, the Parties desire by this Agreement to provide for the terms and conditions for use of the Facilities.

WHEREAS, in order to mutually assist each other in the implementation of this continued partnership regarding the Anaheim Convention Center, the parties agree to abide by the terms and conditions of this MOU.

NOW, THEREFORE, based upon the mutual promises contained herein, and for good and valuable consideration, it is agreed by and between the parties as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Purpose and Intent. The parties' purpose in entering into this MOU is to cooperate and collaborate to the maximum extent feasible, in order to mutually assist each other in the use of the Anaheim Convention Center Facilities.
3. AUHSD Obligations. The School District shall have the right from time to time to make use of the Facilities for the instruction of students of the School District, for school exhibitions, for athletic contests in which students of the School District may be engaged, and for all other purposes incident to the carrying out of the purposes, powers and obligations of the School District to its students and to the public, including the furtherance of community recreation and adult education, and to provide literacy, scientific, recreational or educational meetings and meetings for the discussion of matters of general or public interest; provided, however, that nothing in the enumeration of rights of the School District contained herein shall prevent the City from charging a fee for parking where it is impractical to separate those who park to attend a School District event from those who park to attend other events at the Facilities, or in connection with events to which the School District charges a fee for admission. The School District shall be responsible for the maintenance of orderly conduct by the students in attendance at such functions and will provide adequate supervisions of all School District activities in the Facilities. The City agrees to grant to School District, so far as is practicable, prior rights to the use of the Facilities, subject only to such previous contractual engagements as may be entered into by the City with respect to the others use of the Facilities. The School District may inquire into use of the Facilities no earlier than 12 months prior to the first date of such event and City shall confirm use of Facility of the space is available. In the event any use of the Facilities by the School District involves the incurring of expense by the City, the School District shall not be entitled to such use until arrangements mutually satisfactory to the City and the School District shall have been made for payment of such expense. The term "expense" as used herein shall include only out-of-pocket cost of the City attributable to such use by the School District, including supplies, utilities and salaries of employees necessitated by such use, but excluding expense properly chargeable to ordinary maintenance and operation, depreciation, amortization or debt service charge.
4. Term. The term of this Agreement shall be for a period of five (5) years from the Effective Date ("Initial Term"). unless terminated sooner in accordance with this Agreement. The Executive Director of Convention, Sports and Entertainment is hereby

authorized to extend the term of this Agreement upon the same terms and conditions for no more than two (2) five (5) year terms ("Renewal Term") with the extensions to commence upon the expiration of the Initial Term or any Renewal Term, if School District is notified in writing at least ninety (90) days before the end of the Initial Term or any Renewal Term, of the intent to extend this Agreement (hereinafter the phrases "Initial Term" and "Renewal Term" if any, shall be collectively referred to as the "Term". Either Party may terminate this Agreement by giving one hundred twenty (120) days prior written notice to the other Party.

5. Insurance. School District and City are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation insurance and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of School District and City's performance of this Agreement.
6. Indemnification. School District hereby agrees to indemnify, defend, and hold City harmless from any actions, damages, liability, liens or claims which may be asserted against City as a result of the School District's negligence or willful misconduct relating to School District's entry on or use of the Facilities, including the entry or activities of School District's agents and employees. City hereby agrees to indemnify, defend, and hold School District harmless from any actions, damages, liability, liens or claims which may be asserted against School District as a result of the City's negligence or willful misconduct relating to City's ownership or maintenance of the Facilities including the activities of City's agents and employees
7. Amendment. This Memorandum shall not be amended without the prior written consent of each party.
8. Collaborative Efforts. The City and AUIISD agree to use their best efforts to work collaboratively to achieve the purpose of this MOU. City and AUHSD agree to meet as needed to review, discuss, and develop, protocols and/or practices relating to the use of the Facilities. The Parties agree to meet frequently to discuss schedules regarding use of the Facilities.
9. Good Faith of the Parties. School District and City agree that each is operating in good faith and in consideration of their mutual and respective goals and objectives. The Parties agree to cooperate with each other to complete the tasks contemplated by this MOU; to enter into all other agreements and execute any documents necessary for the Parties to perform their respective obligations under this MOU; and to cooperate to complete construction of improvements on their properties in the most effective manner.

10. Entire Agreement. This writing constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements which may have been entered into between the Parties, including but not limited to that certain Joint Powers Agreement entered into by and between City of Anaheim and Anaheim Union High School District dated March 1, 1965 and amended and supplemented June 1, 1965 and June 1, 1972. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the Parties. If any provision of this MOU is held invalid, such invalidity shall not affect the other provisions, and to this extent, the provisions of this MOU are severable. The Parties shall agree, if reasonably practicable, upon provisions which are equivalent from an economic point of view to replace any provision which is determined to be invalid.

11. Notices. Notice to either Party shall be in writing, addressed to the Party to be notified at the address below or to such other address and to such other persons as the Parties may hereafter designate in writing and either (i) personally delivered, (ii) sent by an overnight courier service such as Federal Express, (iii) sent by first-class U.S. mail, registered or certified, postage prepaid, return receipt requested, or (iv) sent by facsimile or electronic mail. Any such notice shall be deemed received: (a) on the date of receipt if personally delivered; (b) on the date of receipt as evidenced by the receipt provided by an overnight courier service, if sent by courier; (c) three (3) business days after deposit in the U.S. mail, if sent by mail; or (d) on the date faxed or e-mailed as evidenced by dated transmittal.

If to School District: Anaheim Union High School District
Attention: Director of Facilities
1411 S. Anaheim Boulevard
Anaheim, CA 92805

With copy to: _____

If to City: City of Anaheim
Attention: City Clerk
200 S. Anaheim Boulevard
Anaheim, CA 92805

With copy to: City of Anaheim
Convention, Sports and Entertainment
Attention: Executive Director
800 W. Katella Avenue
Anaheim, CA 92805

12. Compliance with Law. School District agrees to utilize the Facilities in conformance with Federal and State law as well as School District and City administrative regulations, ordinances, and policies.
13. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of California.
14. Assignment. Neither Party shall assign this Agreement nor in any manner transfer any rights hereunder.
15. Relationship. Nothing in this Agreement shall be construed as creating a partnership, joint venture, principal-agent relationship, and association between the Parties.
16. Employees/Independent Contractors.
 - (a) For purposes of this Agreement, all persons employed by School District in the performance of services and functions with respect to this Agreement shall be deemed employees of School District and no School District employee shall be considered as an employee of the City under the jurisdiction of City, nor shall such School District employees have any City pension, civil service, or other status while an employee of School District.
 - (b) School District shall have no authority to contract on behalf of City. It is expressly understood and agreed by both parties hereto that School District, while engaged in carrying out and complying with any terms of this Agreement is not acting as an agent, officer, or employee of City.
17. Attorneys' Fees; Litigation. In the event any action or suit is brought by a Party against another Party to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, each Party shall be responsible for its own attorneys' fees and costs.
18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
19. Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.
20. Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.
21. Effect of Recitals. The Recitals above are deemed true and correct, are hereby

incorporated into this Section as though fully set forth herein, and City and School District acknowledge and agree that they are each bound by the same.

22. Conflicts of Interest. No director, officer, official, representative, agent or employee of either Party shall have any financial interest, direct or indirect, in this Agreement.
23. Nondiscrimination. In utilizing the Agreement, each Party shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.
24. Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party.
25. Ambiguities not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the Party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.
26. Effective Date. The Effective Date of this MOU shall be the latest date of execution set forth opposite the names of the signators. In the event School District fails to set forth a date of execution opposite the name(s) of School District's signator(s), School District hereby authorizes City, by and through its representative, to insert the date of execution by School District's signator(s) as the date said MOU, as executed by School District, is received by City.

(Remainder of this page intentionally left blank; signatures appear on next page.)

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

CITY OF ANAHEIM

Date: _____, 2017.

By: _____
Mayor of the City of Anaheim

ATTEST:

LINDA N. ANDAL, CITY CLERK OF THE
CITY OF ANAHEIM

By: _____
City Clerk

APPROVED AS TO FORM:
KRISTIN A. PELLETIER, ACTING CITY ATTORNEY

By: _____
Bryn M. Morley
Deputy City Attorney

ANAHEIM UNION HIGH SCHOOL

DISTRICT

Date: _____, 2017.

By: _____



Client Services Agreement

Date of Agreement: April 5, 2017

The Hanover Research Council LLC (“Hanover”) is pleased to provide Anaheim Union High School District (“Client”) the grant Services as described below:

1. Agreement Term

Effective Date: April 6, 2017
End Date: September 23, 2017

2. Term

This agreement (“Agreement”) with Hanover runs for the period from the Effective Date to the End Date (the “Term”). During the Term of this Agreement, Hanover will provide to Client the grant services (the “Services”) in accordance with the terms and conditions set forth below. This Agreement may not be terminated during the Term, except that either party may terminate this Agreement should the other party materially breach the terms and conditions of this Agreement, and such breach goes uncured for a period of thirty (30) or more days after the non-breaching party has notified the breaching party in writing.

3. Grant Services

The Services provided to Client by Hanover shall consist of:

- Up to one (1) state proposal development (specifically **Learning Communities for School Success**)

The parties will negotiate in good faith and agree upon the proposed Deliverables, approach and timetable for the project, subject to assumptions regarding the availability of information and any third party participants and materials. If Hanover anticipates that it will not be able to provide the Services on the agreed upon schedule, Hanover shall keep Client regularly informed of the status of the Services and any delay in delivery or any proposed revised schedule of delivery. Hanover will not be responsible for any delay in timelines due to (i) Client’s modification of a project’s goals or proposed Deliverables, (ii) Client’s delay in providing relevant materials or responses or (iii) in the provision of any third party materials with respect to the Services. Client has sole authority in deciding which grants to pursue through Hanover, and Client acknowledges and agrees that Hanover will not file grant applications on behalf of Client and that Hanover does not guarantee that Client will be awarded any specific grants.

Client also has full access to phone based consultations with a Hanover account team member. Client agrees to designate a primary point of contact who will, to the best of his/her ability, conduct periodic calls with the assigned Hanover account team member to review performance against our shared objectives, prioritize projects within the queue, and discuss current and future projects. Deliverables will be provided in PowerPoint, PDF, Word, Excel or Tableau formats. Should Client wish to receive Deliverables in any additional format, e.g., infographics, Hanover may provide those Deliverables to Client for an additional fee in the requested format.





The Services may also include Client's access to Hanover's client portal (the "Client Portal"). Apart from the Deliverables under this Agreement (as defined below), any such use of the Client Portal by Client or its representatives is governed by the Client Portal Terms of Use (<http://www.hanoverresearch.com/terms-of-use/>) and Hanover's privacy policy (<http://www.hanoverresearch.com/privacy-policy/>), which may be updated from time to time.

4. Intellectual Property Rights

Hanover acknowledges and agrees that Client owns the Deliverables provided to Client as part of the Services under this Agreement, except as may otherwise be set forth in this Section 4. Hanover Deliverables are defined as reports and other Hanover information and services that are custom commissioned by and for Client. Hanover retains a non-exclusive, royalty-free, worldwide license to use, reproduce, and distribute the data or information created or developed by Hanover in the service of this Agreement, so long as Hanover does not repurpose or use any Confidential Information of Client. Client acknowledges and agrees that Hanover owns all intellectual property rights in the methodologies, processes or trade secrets used by Hanover to create the Deliverables and Services ("Hanover IP"). Hanover grants Client a non-exclusive, royalty-free, worldwide, irrevocable, non-transferable license to use, reproduce, and distribute the Hanover IP for its internal business purposes solely to the extent contained within the Deliverables. Client may not modify, reverse engineer or use the Hanover IP in any way to provide services that would be in competition with the Services. Deliverables may also contain third party materials, which Hanover or its third party may transfer or sublicense to Client, subject to any restrictions conveyed by Hanover or such third party provider to Client, and Client agrees to comply with any such restrictions. Client also acknowledges and agrees that it will not own any publicly sourced information contained within the Deliverables, but that it may use such information in accordance with applicable law, including fair use under Section 107 of the Copyright Act. Client may not modify any of the disclaimer language included in any Deliverables, and Client agrees not to resell or commercially utilize the Deliverables in any way.

If Client's partnership with Hanover includes syndicated materials and information provided by Hanover ("Syndicated Materials"), Client agrees that it will not distribute the Syndicated Materials and that such Syndicated Materials are for its internal use only. Syndicated Materials may not be published or reproduced without Hanover's prior written consent.

5. Service Fees, Invoicing & Additional Services

The fee payable by Client for the Term is \$10,500 (the "Service Fee"). Client agrees to pay the Service Fee in accordance with the below invoicing schedule and net 30 days from receipt of an accurate invoice. Failure to pay promptly may result in project postponement.

Invoice: April 6, 2017 - \$10,500

Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, postage/printing for mass mailings, etc. In the event such incidental costs are required to complete a project for Client, Hanover will discuss the details with Client and obtain written approval prior to engaging in those Additional Services. Client agrees to pay for all such Additional Services to either Hanover or directly to such third party vendor if requested. If Additional Services are estimated to cost more than \$5,000, Client shall either (1) contract directly with the third party vendor(s) for such Additional Services, or (2) pre-pay to Hanover the estimated costs for the Additional Services prior to the project kick-off.





6. Warranties; Liabilities

Hanover hereby warrants that the Services shall be performed in a competent and professional manner in accordance with industry standards by qualified personnel. Hanover agrees to indemnify and hold Client harmless against any and all claims that the Deliverables infringe the intellectual property right of a third party, provided that the relevant claim: (i) does not arise from any modification of the Deliverable, (ii) does not arise from the combination of the Deliverable with any other information, services, products or technology not supplied by Hanover, (iii) if the relevant claim is based on the content or materials contained in the Deliverables that are provided by a third party, then only to the extent that such third party has agreed to indemnify Hanover and its licensees. Client must provide prompt notice of such claim to Hanover. Client agrees to indemnify and hold Hanover harmless against any and all claims that any materials provided by Client infringe the intellectual property or privacy rights of a third party, provided that Hanover provides prompt notice of such claim to Client. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, HANOVER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA PROVIDED AS PART OF THE SERVICES, NOR DOES HANOVER GUARANTEE THAT CLIENT WILL RECEIVE OR BE AWARDED ANY SPECIFIC GRANTS. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY MATERIAL BREACH OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE, AT HANOVER'S OPTION EITHER: (1) RE-PERFORMANCE OF THE DEFECTIVE SERVICES OR (2) A REFUND OF MONIES PAID FOR THE DEFECTIVE SERVICES. CLIENT AND HANOVER BOTH AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL OR INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES UNDER THIS AGREEMENT. CLIENT AND HANOVER ALSO AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN ANY EVENT FOR AN AMOUNT GREATER THAN THE CURRENT YEAR'S SERVICE FEE UNDER THIS AGREEMENT.

7. Confidentiality & Non-Disclosure

The parties acknowledge and agree that as part of this Agreement, certain Confidential Information of the parties will be exchanged. "Confidential Information" means, with respect to the disclosing party, any non-public, commercially proprietary or sensitive information or materials of that party, including any proprietary intellectual property of that party. Confidential Information shall not include information which (i) is already in the public domain at the time of disclosure or becomes so at any time thereafter through no act of the receiving party, (ii) is already lawfully in the receiving party's possession at the time of disclosure, (iii) is received independently by the receiving party from a third party free to make such disclosure, or (iv) is independently developed by the receiving party. Each party under this Agreement shall hold the Confidential Information of the other party in strict confidence using at least the same degree of care as the receiving party uses to protect its own Confidential Information.

Upon written request by the disclosing party, the receiving party shall return or destroy, at the disclosing party's option, all tangible materials that disclose or embody the Confidential Information; provided, however, that the receiving party may retain one copy of the disclosing party's Confidential Information for archival purposes.





Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law, including any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the receiving party makes reasonable efforts to promptly notify the disclosing party in writing of such demand so that the disclosing party may seek, at its sole expense, to make such disclosure subject to a protective order or other appropriate remedy to preserve its confidentiality.

8. Governing Law

This Agreement shall be governed by the laws of the State of California.

9. Confirmation

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Services Agreement.

Both parties understand and agree that the contractual obligations of payment and services being rendered shall apply to any entity that acquires all or substantially all of either Hanover or Client's assets as a successor to the business.

Signature:
Date:
Name:
Title:
THE HANOVER RESEARCH COUNCIL LLC
4401 Wilson Boulevard, 4th Floor
Arlington, VA 22203

Signature:
Date:
Name: Dr. Jaron Fried
Title: Assistant Superintendent, Ed. Division
Anaheim Union High School District
PO Box 3520
Anaheim, CA 92803



Agreement between the Anaheim Union High School District, Terre Hradnansky and Craig Barnes, and AccentCare Home Health of California.

This AGREEMENT is entered into by and between the Anaheim Union High School District, hereinafter referred to as "District," Terre Hradnansky and Craig Barnes, hereinafter referred to as "Parents," on behalf of their daughter Annie Barnes (D.O.B. 4/1/2002), hereinafter referred to as "Student," AccentCare Home Health of California. District, Parents, and Accent Care are also referred to individually as "Party" and collectively as "Parties." The AGREEMENT is based on the following factual recitals:

RECITALS

- A. Student is a resident of the Anaheim Union High School District and is currently enrolled at Lexington Junior High School where she receives health and nursing services, among other related services, in accordance with her individualized educational program ("IEP").
- B. Accent Care provides in-home healthcare services by licensed health care professionals to disabled children who have been authorized to receive such services via Medi-Cal.
- C. Student currently receives in-home healthcare services through Accent Care by a licensed nurse employed by Accent Care, hereinafter referred to as "Accent Care Nurse," as authorized by Medi-Cal.
- D. Parents have requested that the Accent Care Nurse who assists Student in the home, also accompany Student at school as Student's personal private nurse. Parents prefer to have the Accent Care Nurse who assists Student in the home, provide Student's health and nursing services at school rather than District employees. Parent acknowledges that District has offered, and is able to meet Student's health and nursing needs at school, but prefers to have the Accent Care Nurse as Student's personal private nurse.
- E. The purpose of this AGREEMENT is to facilitate Parent's request to have the Accent Care Nurse accompany Student at school.

AGREEMENT

In consideration of the following terms and conditions, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties incorporate the above Recitals as if fully restated in the AGREEMENT as well as the attached Exhibits.
2. **TERM OF THE AGREEMENT.** The term of this AGREEMENT shall commence on April 1, 2017 and terminate on July 1, 2017. Either District,

Parent, or Accent Care may terminate this AGREEMENT at any time, with or without cause, by providing seven (7) days advance written notice to the other Parties.

3. **COMMENCEMENT OF ACCENT CARE NURSE SERVICES.** Prior to an Accent Care Nurse accompanying Student at school all of the following shall occur: (a) this AGREEMENT shall be fully executed by the Parties; (b) Parents shall execute, without any limitations, District's Authorization For Use and/or Disclosure of Medical and/or Educational Information Form with Accent Care, the Accent Care Nurse and Student's current treating physicians; and (c) the Accent Care Nurse assigned to Student shall satisfy all clearance, verification and authorization requirements as set forth in this AGREEMENT.
4. **RESPONSIBILITIES OF ACCENT CARE.** Accent Care agrees to provide an Accent Care Nurse to accompany Student at school at its sole costs and expense. Assignment of the Accent Care Nurse is to be made so as to minimize turnover of personnel, minimize the need for repeated verification of the Accent Care Nurse's qualifications, and to promote continuity of care for Student.

The Parties acknowledge that the Accent Care Nurse assigned to the Student may change during the term of this Agreement.

Accent Care maintains full responsibility for ensuring that any Accent Care Nurse assigned to Student is properly trained and authorized to meet Student's health and nursing needs. Accent Care shall be responsible for ensuring that all of the terms and conditions specified below are satisfied and that any Accent Care Nurse assigned to Student satisfies all of the requirements set forth in this Section 4, including review and completion of the School Guidelines set forth in Appendix I, attached hereto and incorporated herein:

- a. **Verification of Licenses and Qualifications of Accent Care Nurse.** The Accent Care Nurse must be professionally licensed as a Licensed Vocational Nurse ("LVN") or Registered Nurse ("RN") in the State of California. Said license must be active, current, and in good standing with the associated licensing board. Accent Care shall monitor the status of licenses, certifications, credentials, permits and/or other documents for the Accent Care LVN assigned to accompany Student at school and shall immediately, and in no circumstances longer than one (1) business day, provide to District in writing updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Accent Care shall provide a copy of the Accent Care Nurse's professional license upon request from District.

- b. **Cardio Pulmonary Resuscitation Certification.** The Accent Care Nurse must be certified in Cardio Pulmonary Resuscitation (“CPR”) and have the necessary skills for performing CPR as needed. The Accent Care Nurse’s CPR card shall be current and verified by Accent Care. Accent Care shall provide a copy of the Accent Care Nurse’s CPR card upon request from District.
- c. **U.S. Government Issued Photo-Identification Card.** The Accent Care Nurse must possess a valid California Driver’s License or other valid U.S. Government issued photo identification card (“Photo I.D.”). In addition, Accent Care shall provide the Accent Care Nurse with a Accent Care issued photo name tag. The Accent Care Nurse must wear his/her Accent Care photo name tag (photo, full name and title are required in at least 18 point font) at all times while on duty with Student during school hours. The Accent Care Nurse must also carry or have available at all times on his/her person, his/her Photo I.D. while on duty with Student during school hours. A copy of the Accent Care Nurse’s Accent Care photo name tag and photo I.D. shall be provided to District prior to the Accent Care Nurse accompanying Student at school.
- d. **Clearance Requirements.** In accordance with Education Code section 45124.1 and other applicable state and federal laws, Accent Care shall obtain fingerprint clearance of the Accent Care Nurse assigned to accompany Student at school from the Department of Justice (“DOJ”). Accent Care shall provide a copy of the Accent Care Nurse’s fingerprint clearance documentation to District prior to the Accent Care Nurse accompanying Student at school.
- e. **Tuberculosis Test.** The Accent Care Nurse assigned to accompany Student at school must have a negative tuberculosis (“TB”) skin test or negative chest x-ray (“CXR”). TB skin test or CXR must have been completed within the last four years and documentation provided to District prior to the Accent Care Nurse accompanying Student at school.
- f. **Services of Accent Care Nurse for Student at School.** Accent Care acknowledges that District has qualified staff to provide Student with the health and nursing services Student requires at school. Accent Care further acknowledges that District has offered, through Student’s IEP, to provide Student with such health and nursing services at school. Nevertheless, Parent prefers to have the Accent Care Nurse provide health and nursing services to Student and Accent Care agrees to fund and provide a Accent Care Nurse to accompany Student at school to provide health and nursing services.

The Accent Care Nurse assigned to Student is authorized to provide care only for Student. The Accent Care Nurse may provide Student the following services at school (1) health and nursing services in accordance with Student’s current Individual School Healthcare Plan (“ISHP”), including Specialized

Physical Health Care Services (“SPHCS”), which may include feeding protocols, developed by the District based on Student’s physician’s orders and approved by Parents; (2) administration of medication at school based on physician orders and approval by District and Parents; and (3) Student’s personal hygiene care (diapering, dressing, etc.). Assessment of health, medical, nursing services, including SPHCS to be provided at school is to be completed and determined by the District. Any changes to Student’s ISHP, SPHCS, feeding protocol, administration of medication or other health needs to be provided at school shall only be made by the District.

- g. **Compliance by Accent Care Nurse.** Any Accent Care Nurse assigned to Student shall review this Section 4 and review and sign the School Guidelines set forth in Appendix 1, attached hereto and incorporated herein. In addition, the Accent Care Nurse shall comply with all of the following:
- (i) The Accent Care Nurse shall review and implement the Student’s ISHP and SPHCS as well as document all services provided to Student at school on District designated forms.
 - (ii) The Accent Care Nurse shall provide care to Student with an awareness and sensitivity to interactions happening within the classroom and school setting.
 - (iii) The Accent Care Nurse is expected to demonstrate professional etiquette, professional attire and personal hygiene appropriate within a school setting.
 - (iv) The Accent Care Nurse is encouraged to attend in-service trainings provided by the District School Nurse and/or District staff regarding Student.
 - (v) The Accent Care Nurse shall be monitored by the District School Nurse and District Site Administrator. The Accent Care Nurse is expected to follow the established schedule and protocols within the classroom.
 - (vi) The Accent Care Nurse will sign-in and sign-out daily on District designated forms. The Accent Care Nurse must inform the classroom teacher any time he/she must leave Student during the school day and shall develop and agree upon a break schedule with District.
 - (vii) In the event of an emergency and/or natural disaster, the Accent Care Nurse shall follow District’s policies and guidelines at the school site.
- h. **Unsatisfactory Performance.** In the event District determines that the services performed by the Accent Care Nurse are not satisfactory, District

shall notify Parent and Accent Care, and may request that Accent Care provided a different Accent Care Nurse to accompany student at school. If District determines that the services performed by the Accent Care Nurse are not satisfactory, District may provide health and nursing services to Student in accordance with the current IEP, ISHP, SPHCS, feeding protocol and other medical directives.

- i. **Absence of Accent Care Nurse.** If the Accent Care Nurse is unable to attend school with Student for any reason, for any length of time, the Accent Care Nurse and Parent must notify both the District School Nurse assigned to Student and Student's teacher. If Accent Care has identified a substitute Accent Care Nurse that satisfies the provisions of this section ("Substitute Accent Care Nurse") and is available to accompany Student at school in the absence of the Accent Care Nurse, the Accent Care Nurse and Parent must notify the District School Nurse assigned to Student and Student's teacher that the Substitute Accent Care Nurse will be accompanying Student to school.

In the event there is no Substitute Accent Care Nurse to accompany Student at school, District staff shall provide Student's health and nursing services at school in accordance with Student's ISHP, SPHCS, feeding protocols, and current IEP until the Accent Care Nurse returns to accompany Student.

- j. **Transportation.** The Accent Care Nurse shall be responsible for his/her own transportation to and from school. In the event Student's classroom participates in community based instruction ("CBI") or a field trip requiring transportation, the Accent Care Nurse shall be responsible for his/her own transportation. The Accent Care Nurse shall not accompany Student on the school bus at any time.
- k. **Health and Safety.** Accent Care and the Accent Care Nurse shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. Accent Care and the Accent Care Nurse shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to Student. Accent Care further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.
- l. **Child Abuse Reporting.** Accent Care is responsible for training the Accent Care Nurse in the obligations and procedures specified in Penal Code section 11164 et seq. regarding the Child Abuse and Neglect Reporting Act.

- m. **Sexual Harassment/Discrimination.** Accent Care is responsible for providing annual training to the Accent Care Nurse regarding the laws concerning sexual harassment and related procedures.
- n. **Equipment and Supplies.** Accent Care acknowledges and agrees that all necessary and required equipment and supplies to provide Student's health and nursing service at school are to be provided by Parent. The Accent Care Nurse shall monitor Student's equipment and supplies inventory at school and notify District School Nurse assigned to Student and the Student's teacher of needed replenishments.
- o. **Communications.** The Accent Care Nurse may discuss any concerns with the classroom teacher, District School Nurse or District Site Administrator. Any health related concerns should be shared with the District School Nurse who will forward appropriate health related concerns regarding Student to Parents and/or Student's physician. Communication regarding Student's instructional program is provided by the classroom teacher and District Site Administrator to Parents. The Accent Care Nurse shall direct Parents to the classroom teacher or District Site Administrator should Parents have any question or concerns regarding the instructional program.
- p. **Confidentiality.** Observation in the classroom and communication between the Accent Care Nurse, Parent, and District staff is to remain confidential and strictly limited to the provisions of service to the assigned Student.
- q. **Compliance with Applicable Laws.** Accent Care and the Accent Care Nurse shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations that are now or may in the future become applicable to Accent Care, Accent Care's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- r. **Insurance.** Accent Care shall, at its sole cost and expense, maintain in full force and effect, during the term of this AGREEMENT, the following insurance coverage sufficient to protect Accent Care and District against any claims, damages, liabilities, costs and expenses (including counsel fees) which may arise out of or in connection with this AGREEMENT:
 - (i) **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:
 - \$1,000,000 per occurrence
 - \$ 5,000 medical expenses
 - \$1,000,000 personal & adv. injury
 - \$2,000,000 general aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that Accent Care's policy should have an exclusion for sexual molestation or abuse claims, then Accent Care shall be required to procure a supplemental policy providing such coverage.

- (ii) **Auto Liability Insurance.** If the Accent Care Nurse uses a vehicle to travel to/from school sites, and/or to/from Student's home or other locations as an approved service location, Accent Care must comply with State of California auto insurance requirements.
- (iii) **Workers' Compensation and Employers Liability Insurance** in a form and amount covering Accent Care's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

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

\$1,000,000 per occurrence

\$1,000,000 general aggregate

- (v) Accent Care, upon execution of the AGREEMENT and periodically thereafter upon request, shall provide District with certificates of insurance and endorsements evidencing all coverages and endorsements. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. Accent Care agrees to name District as an additional insured on all insurance policies.
 - (vi) For any claims related to the services provided by Accent Care and/or the Accent Care Nurse, Accent Care's insurance coverage shall be primary insurance and any insurance maintained by District, its subsidiaries, officials and employees shall be excess of Accent Care's insurance and shall not contribute with it.
- s. **Independent Contractor.** Accent Care, in the performance of this AGREEMENT, shall be and act as an independent contractor. Accent Care understands and agrees that all of its employees and/or agents shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Accent

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

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between Accent Care and District. Accent Care shall provide all services under this AGREEMENT as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this AGREEMENT shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between District and any individual assigned by District to perform any services for District.

t. **Indemnification and Hold Harmless.**

Accent Care agrees to and does hereby indemnify, hold harmless and defend District and its governing board, directors, officers, agents, employees and guests from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, arising from any actual or alleged act, error, or omission by Accent Care, the Accent Care Nurse, or its directors, officers, agents, employees, subcontractors, volunteers or guests arising from Accent Care's duties and obligations described in this AGREEMENT or imposed by law.

District agrees to and does hereby indemnify, hold harmless and defend Accent Care and its directors, officers, agents, employees, subcontractors and guests from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, arising from any actual or alleged act, error, or omission by District or its governing board, directors, officers, agents, employees, volunteers or guests arising from District's duties and obligations described in this AGREEMENT or imposed by law.

5. **RESPONSIBILITIES OF PARENTS.** Parents acknowledge and agree that District has qualified staff to provide Student with the health and nursing services Student requires at school. Parents further acknowledge and agree that District has offered, through Student's IEP, to provide Student with such health and nursing services at school. Nevertheless, Parents prefer to have the Accent Care Nurse provide health and nursing services to Student and agree to the following:

a. **Payment for Accent Care Nurse.** Parents agree to pay any and all costs associated with any Accent Care Nurse accompanying Student to school to

provide Student's health and nursing services, including but not limited to (1) any costs for the Accent Care Nurse not covered by Accent Care and/or state or federal financial assistance; (2) any equipment and supplies required by Student as part of the health and nursing services provided by the Accent Care Nurse.

- b. **Authorization to Exchange Information.** Parents agree to provide District written authorization to exchange information with any entity or health care provider involved in authorizing or prescribing services for Student, or otherwise providing care for Student, including but not limited to Accent Care, Regional Center of Orange County, California Children's Services, Medi-Cal, and Student's current treating physicians. Parents further agree to maintain such authorizations to exchange information in effect during the term of this AGREEMENT.
- c. **Medical Authorizations.** Parents agree to maintain current all authorizations for medical directives that may be revised from time to time to meet Student's health and medical needs at school. Parents further agree that the Accent Care Nurse shall provide services to Student at school in accordance with the District approved ISHP, protocol and other medical directives.
- d. **Equipment and Supplies.** Parents acknowledge and agree that all necessary and required equipment and supplies to provide Student's health and nursing service at school are to be provided by Parent.
- e. **Communications.** Parents acknowledge that the role of the Accent Care Nurse is to provide for Student's health and nursing services at school. The Accent Care Nurse is not to assist Student in the instructional program or otherwise communicate with the classroom staff or Parents about Student's instructional program. Any questions or concerns Parents have about Student's instructional program shall be communicated directly with the Student's teacher and/or District Principal.
- f. **Verification of Accent Care Nurse.** The Parties acknowledge that the Accent Care Nurse assigned to Student may change during the term of this Agreement. In the event the Accent Care Nurse currently assigned to Student as identified in Section 4 of this Agreement changes, Parents agree to immediately notify District in writing of the change including the new Accent Care Nurse's name, date of birth and professional license number. Parents also agree to ensure that any new Accent Care Nurse assigned to student satisfies all requirements of Section 4 of this agreement prior to Accent Care Nurse accompanying Student to school.
- g. **Indemnification and Hold Harmless.** Parents agree to and do hereby indemnify, hold harmless and defend District and its governing board,

directors, officers, agents, employees and guests from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of death or bodily injury to person, injury to, loss or theft of property, or any other loss, damage or expense sustained by the Accent Care Nurse or Student upon or in connection with the services, duties and obligations required by this AGREEMENT, except for liability for damages referred to herein which result from the sole negligence or willful misconduct of District or its officers, employees or agents.

h. **Release of Claims.** In consideration for this AGREEMENT, Parents, on behalf of themselves and Student shall, and hereby do, release and forever discharge District and its respective predecessors and successors in interest, heirs, assigns, officers, directors, employees, independent contractors, trustees, board members, attorneys and representatives (collectively "Releasees") of and from any and all claims, demands, damages, penalties, actions or causes of action of every kind and character, known or unknown, which Parents and Student may now have in connection with or arising out of Student's health, nursing, and/or medical services up to and including July 1, 2017. This release includes specifically, without limitation, (1) a release of any procedural or substantive violation of the Individuals with Disabilities in Education Act ("IDEA") (and its implementing regulations), the California Education Code (and its implementing regulations), Section 504 of the Rehabilitation Act of 1973, 42 U.S.C. § 1983, the Americans with Disabilities Act or any other provision of law, which may have occurred to date or which may occur as a result of this AGREEMENT and (2) a release of any claim for attorney's fees which Parents and Student may have incurred in conjunction with the claims released herein or the AGREEMENT. The claims released herein are hereinafter referred to as the "Released Claims."

6. **RESPONSIBILITIES OF DISTRICT.** In consideration for this AGREEMENT, District agrees to allow the Accent Care Nurse assigned to Student to accompany Student to school consistent with the terms and conditions of this AGREEMENT, as well as provide the additional supports as set forth herein:

a. **School Site Orientation.** District shall provide the Accent Care Nurse with an orientation of the Student's school site prior to or on the first day that the Accent Care Nurse's accompanies Student at school.

b. **Access of Documentation.** District shall provide access to the Student's ISHP, SPHCS, feeding protocol and any other documentation related to the provision of health and nursing services to be provided by the Accent Care Nurse to Student at school. District shall also provide the Accent Care Nurse with all forms and documents to be used by the Accent Care Nurse to document services performed for Student at school.

- c. **Maintenance of ISHP.** In collaboration with Parents, and based upon physician orders, District shall maintain a current ISHP, and all other documents related to Student's health and medical needs at school. Assessment of Student's health and medical needs at school are to be completed by the District school nurse.
 - d. **In-service Training.** District shall invite the Accent Care Nurse to attend in-service trainings regarding Student's health and nursing services at school.
 - e. **Monitoring.** District is not responsible for supervising the Accent Care Nurse. District shall monitor the Accent Care Nurse at school. In the event District determines that the services performed by the Accent Care Nurse are deficient or unsatisfactory, District shall notify Parent and Accent Care, and may request that Accent Care provided a different Accent Care Nurse to accompany student at school.
 - f. **District Services.** If District determines that the services performed by the Accent Care Nurse are not satisfactory, District may provide health and nursing services to Student in accordance with the current IEP, ISHP, SPHCS, feeding protocol and other medical directives. In the event the Accent Care Nurse is absent for any reason or for any length of time, District staff shall provide Student's health and nursing services at school in accordance with Student's ISHP, SPHCS, feeding protocols, and current IEP until the Accent Care Nurse returns to accompany Student. District shall develop an agreed upon break schedule to relieve the Accent Care Nurse for short breaks.
7. **REVIEW OF DOCUMENT.** Each Party acknowledges warrants and represents that each Party has voluntarily executed this AGREEMENT without any duress or undue influence being imposed upon each such Party and that each Party has read this AGREEMENT.
8. **AUTHORIZED SIGNATURES.** The individuals signing this AGREEMENT warrant that they are authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT on behalf of the respective Parties.
9. **ADVICE OF COUNSEL.** The Parties declare and represent that they had full opportunity to consult their respective legal counsel prior to executing this AGREEMENT, and that they intend that this AGREEMENT shall be complete and shall not be subject to any claim of mistake, and that the releases herein express a full and complete release and, regardless of the adequacy or inadequacy of the consideration, each intends the releases herein to be final and complete. Each party executes this release with the full knowledge that this release covers all possible claims, to the fullest extent permitted by law.
10. **HEADINGS.** The headings contained in this AGREEMENT are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

11. **CONSTRUCTION.** The text of this AGREEMENT is the product of negotiation among all of the Parties and is not to be construed as having been prepared by one Party or the other Party, but shall be construed as if all Parties jointly prepared this AGREEMENT, and any uncertainty or ambiguity shall not be interpreted against any one Party.
12. **INTEGRATION.** The Parties acknowledge that no promise, inducement or agreement which is not expressly set forth in this AGREEMENT has been made to them; that this AGREEMENT contains, and is, the entire integrated agreement and understanding between and among the Parties; that this AGREEMENT supersedes any prior written or oral agreements, promises, negotiations or representations that the Parties may have had; and that the terms of this AGREEMENT are contractual and not mere recitals.
13. **MODIFICATIONS.** Any alteration, change or modification of this AGREEMENT, in order to become effective, shall be made by written instrument and signed by each party.
14. **APPLICABLE LAW.** This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of California and related federal laws.
15. **SEVERABILITY.** Should it be determined by a court that any term of this AGREEMENT is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.
16. **COOPERATION.** The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this AGREEMENT.
17. **COUNTERPARTS.** This AGREEMENT may be signed and delivered in two (2) or more counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the AGREEMENT. Facsimile signatures shall be deemed for all intents and purposes as binding as original signatures. A copy or original of this AGREEMENT with all signature pages appended together shall be deemed a fully executed AGREEMENT.
18. **CONFIDENTIALITY.** The provisions of this AGREEMENT shall be kept strictly confidential by the Parties to the Accent Careum extent permitted by law. Notwithstanding the foregoing, the Parties are free to disclose the terms of this AGREEMENT to any party necessary to implement same, for purposes of enforcement of this AGREEMENT and to their attorney(s) and accountant(s).

[Agreement Continues on Next Page]

19. **DISTRICT GOVERNING BOARD APPROVAL.** This AGREEMENT is contingent upon approval by the District's Governing Board. The District agrees that it will submit this AGREEMENT once fully executed by the Parties to the Board for approval at the next available District Board meeting. In the event the Board rejects this Agreement, this Agreement will be deemed null and void and the District agrees to notify the Parties, in writing, within five days of said event.

IN WITNESS WHEREOF, the Parties hereto have approved and executed this AGREEMENT on the date set forth opposite their respective signatures.

PARENT OF ANNIE BARNES
TERRE HRADNANSKY

PARENT OF ANNIE BARNES
CRAIG BARNES

Signature: *Terre Hradnansky*
Printed Name: Terre Hradnansky
Date: 3.30.2017

Signature: *Craig Barnes*
Printed Name: Craig L. Barnes
Date: 3/30/17

ANAHEIM UNION HIGH SCHOOL
DISTRICT

ACCENTCARE HOME HEALTH OF
CALIFORNIA

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: *Matthew Monahan*
Printed Name: MATTHEW MONAHAN
Title: AREA OPERATIONS MANAGER
Date: 3/30/17

**APPENDIX 1
SCHOOL GUIDELINES**

School Site: Lexington Junior High School

Student (full name): Annie B. Barnes

Date of Birth: 4/1/2002

Directions

- *Review this page before starting your assignment.*
 - *Be familiar with these procedure(s)*
1. Wear gloves when changing diapers or feeding student. Wash hands before and after using gloves.
 2. Diaper or change student on changing table or designated toileting area only.
 3. Do not leave student unattended when changing diapers, toileting or performing specialized physical health care services (“SPHCS”) such as catheterization, gastric tube feeding, suctioning, or other services that require medically related training.
 4. Clean all surfaces with a classroom approved disinfectant after feeding or diapering student.
 5. Attend only to your assigned student’s physical needs.
 6. Refrain from assisting your assigned student during teaching/learning activities provided by the teacher unless assistance is requested.
 7. Arrange breaks so that your assigned student can remain in the classroom under supervision of the teacher. Be on call during break time in the event classroom staff requires your assistance with your assigned student’s care.
 8. Take breaks in the staff lounge. Food/drinks and use of cellphones are NOT permitted in the classroom. There is NO smoking on the school grounds.
 9. Review the Agreement between District, Parent, and Accent Care (“AGREEMENT”).
 10. Review your assigned student’s Individual School Healthcare Plan (“ISHP”), SPHCS, and any other protocols developed by the District for your student.
 11. If you have any questions or concerns at any time, please consult with the District School Nurse or teacher.

I have read, understand, and agree to comply with the above AGREEMENT and School Guidelines. **I will sign this page in the presence of the District School Nurse.**

ACCENT CARE NURSE

DISTRICT SCHOOL NURSE

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

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

EDUCATIONAL CONSULTING AGREEMENT

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

13 th	day of	April	2017
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by and between

Mohammed Forouzesh, Ph.D., MPH

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

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

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

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Dr. Mohammed Forouzesh (Dr. Mo) will conduct a professional learning workshop for TUPE School Site Advisors (SSA's). Dr. Mo will address the following topics: (1) learning about the adolescent brain and how it works; (2) how to make your teaching interesting and Teaching a Happy Classroom; (3) how to improve students' cognition; (4) how to improve student's executive function in the classroom; and, (5) how traumatic life experiences and **substance addiction** could affect cognition and learning. Services include training materials and additional accessible resources for participants.

Site/School:	<u>2017</u> 1/26 - AUHSD TUPE School Site Advisors in the Professional Development Center (1 presentation) 2/16 – AESD TUPE School Site Advisors in the Professional Development Center (1 presentation)	Funds (Cost Center):	TUPE Grant 4895
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.

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

Date:	January 26, 2017
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and shall diligently perform as specified and complete performance by:

Date:	February 16, 2017
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

Student Support Services will provide consultant with current TUPE information.

5. District shall pay Consultant the maximum amount of

\$900

for services rendered

to # of people:	20 – AUHSD TUPE School Site Advisors on 1/26/17	# hours per day:	2.0 to 3.0	# of days:	2
	30 – AESD TUPE School Site Advisors on 2/16/17				

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District Accounting Department via U.S. Mail.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or

any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

As a result of the training workshops, participants will be able to: (1) gain awareness on the developing teenage brain and social challenges; (2) strategies for becoming aware of students' developmental needs; (3) the importance of a positive school culture conducive to meeting the needs of all students; (4) incorporating site-level Positive Behavioral Interventions and Supports (PBIS); and (5) learn the keys to Teaching a Happy Classroom.
--

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

Dr. Mohammed Forouzesah has many years of research and application experience addressing the teenage developing brain, trauma, addiction, and student resiliency factors. He has years of experience and consulting with TUPE consortiums, including many years as a TUPE consultant for the Orange County Department of Education and consulted for AUHSD the first year of the 3-year TUPE Grant cycle.

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

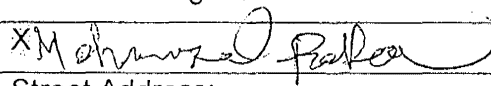
The District will provide audio visual equipment for the PowerPoint presentation.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Mohammed Forouzesh, Ph.D., MPH	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	
Dr. Mohammed Forouzesh, Ph.D., MPH	Jaron Fried
Authorized Signature:	
Signature of Assistant Superintendent:	
X 	X
Street Address:	
3601 Blue Key	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	
Corona Del Mar, CA 92629	Anaheim, CA 92803-3520
Date:	
3.6.17	

Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

	# 33-0864968
--	--------------

*Or, initial below:

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

Telephone Number:

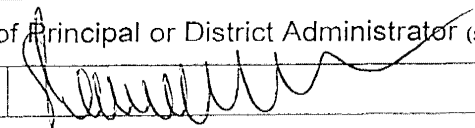
E-mail Address:

(949) 297-5008	Mohammed.Forouzesh@csulb.edu
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature: 	Date: 3/7/17
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Anaheim Union High School District
Education Division

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

School:	Loara High School	Date of Application:	02/08/2017
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Social Justice Club

Purpose of the group (Please describe thoroughly):

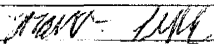
The purpose of the Social Justice Club at Loara is to challenge discrimination and stereotyping of immigrants, youth, and all other groups who have been marginalized. We fight for our rights by creating safe zones on campus, educating the student population about issues in the community, challenging laws that discriminate, and building a sense of pride in immigrant communities like Anaheim.

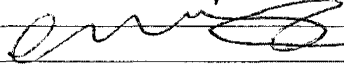
Frequency of group meetings:

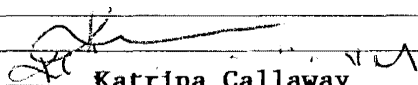
Once a week

Proposed meeting day, time and location:

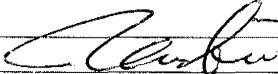
Day:	Wednesdays	Time:	Lunch	Location:	Room 200
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Applicant's Signature:		Date:	2/8/2017
Printed Name:	Frank Leyya		

Advisor's Signature:		Date:	02/08/2017
Printed Name:	Jose Pablo Magcalas		

Principal's Signature:		Date:	2/28/17
Printed Name:	Katrina Callaway		

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

Assistant Superintendent's Signature:		Date:	3/31/17
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division

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

CLICK AND ENTER DATA

School:	Loara	Date of Application:	10/25/2016
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

The High Rollers Guild

Purpose of the group (Please describe thoroughly):

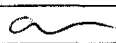
The purpose of the guild is to improve student essay writing skills by playing a modified version of dungeons and dragons called house games which is a good way to not only better ones and creative thinking skills but also there are quick thinking skills which will allow them to do time writing essays with peak efficiency and creativity. House games is a game were its story involves your character going on mission to different dimensions and worlds to accomplish a task made by the game master who plans the story, after a successful mission you receive a gift which helps you in game until you have reached you goal decided by player choices.

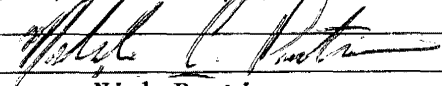
Frequency of group meetings:

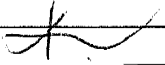
once or twice a week

Proposed meeting day, time and location:

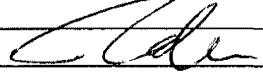
Day:	Monday or Tuesday	Time:	12:09 or 2:40	Location:	room:155
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Applicant's Signature:		Date:	10-25-16
Printed Name:	Chris Cain		

Advisor's Signature:		Date:	10/25/16
Printed Name:	Nick Pastis		

Principal's Signature:		Date:	2/8/17
Printed Name:	Katrina Callaway		

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

Assistant Superintendent's Signature:		Date:	3/31/17
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Following approval, the completed application will be returned to the school principal.

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

School:	Magnolia High School	Date of Application:	3/7/17
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Magnolia Fitness Dance

Purpose of the group (Please describe thoroughly):

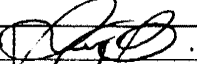
Improve coordination, full body workout, health benefits and making work outs fun by dancing. In addition get students to set and reach their fitness goals through dance.
--

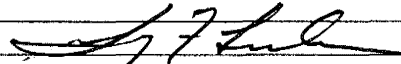
Frequency of group meetings:

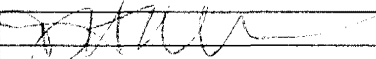
Every Monday

Proposed meeting day, time and location:

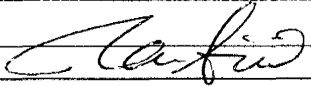
Day:	Monday	Time:	Lunch	Location:	Rm. 508
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Applicant's Signature: 	Date: 3/9/17
Printed Name: Beverly Ruiz	

Advisor's Signature: 	Date: 3/9/17
Printed Name: Gregory F. Linden	

Principal's Signature: 	Date: 3/9/17
Printed Name: Daphne Hammer	

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

Assistant Superintendent's Signature: 	Date: 3/8/17
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Following approval, the completed application will be returned to the school principal.

ANAHEIM UNION HIGH
SCHOOL DISTRICT
(AUHSD)

INITIAL PROPOSAL TO

ANAHEIM PERSONNEL AND GUIDANCE
ASSOCIATION
(APGA)

FOR THE 2016-2017 SCHOOL YEAR CONTRACT

April 13, 2017

Anaheim Union High School District's

**Initial Negotiation Position for Collective Bargaining Purposes with the
Anaheim Personnel and Guidance Association**

The District will open negotiations with the Anaheim Personnel and Guidance Association for the 2016-2017 contract year subsequent to a public hearing before the Board of Trustees. Per Article 20 the parties have previously mutually agreed to open the following articles:

Article 1 Agreement

1.1 Agreement-The District will propose updated language for Agreement.

Article 10 Working Hours

10.4 Counselor Professional Development-The District will propose language related to absenteeism on professional development days.

Article 14 Wages and Items Related to Wages

14.1 Salary-The District reserves the right to present a proposal for salary for the 2016-2017 school year.

Article 15 Health and Welfare

15.1 Contributions by the District-The District reserves the right to present a proposal for District and employee contributions towards the cost of health and welfare benefits and/or program design changes for the 2017 plan year.

Article 20 Duration

The District will propose updated language for Duration.

Appendix A Student/Teacher Calendar

The District wishes to discuss counselor work days for 2018-19, 2019-20 and 2020-21.

Anaheim Personnel and Guidance Association (APGA) Initial Contract Proposal for 2016-17

The Anaheim Personnel and Guidance Association (APGA) wishes to continue with the 2013-14 contract as amended and board approved April 14, 2016 with the exceptions of the items noted below. The Association reserves the right to add to, delete or modify the articles reopened in this proposal as well as those reopened by the District.

ARTICLE 2 RECOGNITION

Included: All regular contract certificated employees who are assigned with District policy 6301.35, Guidance Counselor

*Recommended MOU to form a committee with district to revise and rewrite district policy 6301.35, Guidance Counselor (see below)

ARTICLE 11 PUPIL TO COUNSELOR RATIO

11.1 Reduce counselor caseloads thereby increasing the amount of direct 1:1 career, academic, and social/emotional counseling services for all students

See APPENDIX I – MOU RATIO COMMITTEE

ARTICLE 14 – WAGES AND ITEMS RELATED TO WAGES

14.1 – Align with ASTA any percentage increase in salary.

ARTICLE 14.7 HOURLY RATE OF PAY

Unit members selected by the District to perform certificated hourly paid duties shall receive an hourly rate of pay equal to the previous Summer's Summer School Pay. The new hourly rate of pay shall become effective the first day after the end of the regular year.

Agreed last year Column 2 Step 1 on the Counselor's pay scale (.08%) equals 51.43 as an hourly rate. (See ASTA p14-7) Summer school is not referenced in our contract other than this article (Strike language from contract referring to summer school as counselors are to be paid per diem for any days worked beyond 198 per Article 10.2).

ARTICLE 15 HEALTH AND WELFARE BENEFITS

15.1 Adjust the benefits caps to cover employee premiums.

APPENEDICES A-I

Appendix C – Clarification on High Risk Counseling

Appendix I – Pupil Ratio Committee- recommendations

Appendix J – Proposed Committee on Job Description

*MOU- Committee to rewrite job description and board policy (Appendix J)

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to form a committee to review and rewrite District policy 6301.35, Guidance Counselor and job description for Outreach Counselor for the Independent Learning Center.

Rational:

Current job description was board approved in 1979 and again in 1990. In it's current form the job description addresses typical guidance counselor responsibilities, but needs revision to updated language and recent emphasis district wide on the social emotional needs of the students.

Need to clarify:

Difference between junior high and high school counselor responsibilities.

Differences in structures that exist at alternative and independent sites versus traditional sites that impact counselor responsibilities.

Counselor ratios

ANAHEIM UNION HIGH
SCHOOL DISTRICT
(AUHSD)

INITIAL CONTRACT PROPOSAL TO

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL 3112 (COUNCIL 36)
(AFSCME)

FOR THE 2016-2017 SCHOOL YEAR CONTRACT

Board of Trustees Meeting
April 13, 2017

Anaheim Union High School District
April 13, 2017

District's Initial Negotiation Proposal for Collective Bargaining Purposes
with the
American Federation of State, County and Municipal Employees
AFL-CIO, Local 3112 (Council 36)

The District will open negotiations with the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112 (Council 36) for the 2016-2017 contract subsequent to a public hearing before the Board of Trustees.

The District intends to open negotiations on the following contract articles:

Article 2 Health and Welfare

The District reserves the right to present a proposal for District contributions towards the cost of health and welfare benefits and/or program design changes.

Article 11 Wages

The District reserved the right to present a proposal for a salary increase for the 2016-2017 school year.

Attachment E Understanding Between District and AFSCME Pertaining to Certain Articles in the Collective Bargaining Agreement

In light of the PERB Decision No. 2504, October 14, 2016 (Case No. LA-CE-5741-E), the District and AFSCME will utilize the provisions from the terms and conditions of employment regarding the contract language items listed in Attachment E. As a result of the terms of Attachment E, pages 1-6, will in turn be deleted from the contract between the District and AFSCME.

AFSCME REOPENERS FOR 2016-2017

Submitted on Thursday, February 23, 2017

ARTICLE 11: WAGES

11.1 Salary

Effective July 1, 2016 the 2016-17 salary schedule shall be increased by 3.5 per cent..

11.1.1 Status After Classification Review

When positions have been reallocated to lower classifications, employees in this category will remain on their present salary range and receive all rights, benefits, successive steps, future salary raises, etc., as long as they remain in the classification in which they are presently employed.

11.1.2 Effective March 1, 2017, any employee averaging between 7 and 8 Hours a day in Food Service for the month (but not classified as full time) shall receive an extra one hundred dollar (\$100) bonus from the District for that month. The parties agree that this section of this agreement is not limited to a portion of the school year, and that, if a food service employee meets this qualifying definition for each month of the school year, then such employee shall receive from the District a full 10 months of this bonus, or \$1000.

11.1.3 The Driver Instructor, Transportation Dispatcher, and the Transportation Operations Specialist shall all receive a differential of twelve and a half percent (12.5%) of salary on a monthly basis. This shall be effective July 1, 2017.

11.2 Salary Increase

If any other employee organization receives a salary increase of any type which is a higher increase than the increase contained in this collective bargaining agreement for 2016-17 school year, then such increase shall immediately be made effective for all employees covered by this Agreement.

~~It is agreed between the District and the Union that no employee organization receive a higher increase than the Union for the 2014-15 school year.~~

/

11.3 **Night Work Differential**

All positions (excluding custodians, Article 11.5), the regularly assigned time of which requires the employee to work one-half (1/2) time or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid ~~\$134~~ \$146 per month higher than the range for daytime employees.

11.4 **Custodial Shift Differential**

All night and day differential amounts have been added to the base salary for custodians.

11.5 **Refrigerated Area Differential**

The three percent (3%) differential for Food Service Assistant I's working in the refrigerated area of the Central Kitchen shall continue as in the past. This shall include customary six (6) month rotation into the refrigerated area, by seniority. Substitutes shall receive the 3% differential for each day in the refrigerated area. For employees working in refrigerators, the District will provide, without charge, insulated coats and appropriate gloves. For purposes of this section, "substitutes" shall mean regular employees temporarily assigned to the refrigerated area in order to fill in for a regular employee. In addition, employees working in the classification of Food Service Assistant II, Food Service III, or Custodian shall receive a 3% differential, if in any pay period they are assigned to work in the refrigerated area of the Central Kitchen for more than 30% of their work time.

11.6 **Pay Increases After Promotion**

An employee who receives a promotion to a class* allocated to a higher salary range shall be placed on the first (1st) step of the salary range that reflects at least a ~~four percent (4%)~~ five percent (5%), provided the new classification salary range permits this increase. Additional advancement will occur on the first (1st) of the month, following completion of six (6) months of service, regardless of step placement, and at one (1) year intervals thereafter until the maximum is achieved.

*Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirement of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

11.7 **Longevity**

Employees will be eligible for long service recognition (longevity) in the Anaheim Union High School District under the following plan:

2

2% plus \$519 after ten (10) years of service with Anaheim Union High School District

4% plus \$1,543 after fifteen (15) years of service with Anaheim Union High School District

7% plus \$2,840 after twenty years (20) of service with Anaheim Union High School District

10% plus \$3,705 after twenty-five (25) years of service with Anaheim Union High School District

12% plus \$4000 after thirty (30) years of service with Anaheim Union High School District

Percentages and flat rates stand alone. They are not added together or compounded.

11.8 Working Out of Classification

Employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a pay period (or four [4] working days within a week which also includes a holiday) except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period s/he is required to work out of classification. Such adjustments upward shall be consistent with the salary placement given a unit member who receives a promotion as indicated in Article 11.6. Employees may not be required to perform duties inconsistent with those assigned to the position if such employees choose not to perform those duties and such duties are for five work days or less.

11.9 Mileage

Any employee who uses a private vehicle for school district business shall be reimbursed for mileage at the standard IRS business mileage rate.

In addition to mileage, the employee will stay on the clock during authorized travel time. Travel time will be part of overall blue sheet time. The use of private vehicles for school district business is subject to the approval of the immediate supervisor.

When an employee uses a private vehicle for school district business, the school district may not require the employee to carry more auto liability insurance than the minimum required by the State of California for an individual to carry on her or his own personal vehicle, unless such additional auto liability insurance is successfully negotiated with the Union.

11.10 Replacement of Personal Property

The District shall pay the cost of replacing or repairing certain property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the employee.

Covered items are:

11.10.1 prescription eye glasses, hearing aides, watches, articles of clothing, or other items necessarily worn or carried by the employee.

11.10.2 vehicles

11.10.3 other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee, at the time the approval for its use was given.

The following items are excluded from coverage under this article:

11.10.4 Vehicle collision (including hit and run incidents).

11.10.5 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the employee, unless approved by the District in item 11.11.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.

11.10.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).

11.10.7 Cash, credit cards, or other cash equivalent items. The maximum payment of any one claim is \$1,500 or actual cost whichever is less in the case of vehicles and \$1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the principal or supervisor, and, if appropriate, to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Division and should be forwarded through the principal or supervisor to the Business Division when completed.

Any losses, or damages, which are compensable wholly or partially, under the employee's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

11.11 Bilingual Pay

Employees who wish to be considered for bilingual pay shall pass a competency test in a language other than English required by the assignment.

Principals and District department heads (Directors) shall be aware of employees who have voluntarily tested for and passed competency requirements in any language other than English. If an employee is selected for a bilingual assignment, the employee shall be compensated an additional \$146 per month for conversing, reading, and/or writing in a language other than English.

No employee assigned bilingual duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced bilingual duties. No employee will be assigned the duties of another employee because that employee has been assigned bilingual duties.

11.12 Professional Growth Program

(See attached Memorandum of Understanding.)

ARTICLE 2: HEALTH AND WELFARE

- 2.1 The District shall contribute the full cost of medical, dental, life, vision care, short term income protection, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:
- 2.1.1 The full cost of family medical insurance.
 - 2.1.2 Life and accidental death/dismemberment insurance for employees and life insurance protection for employee's spouse and eligible children.
 - 2.1.3 Dental insurance for employee and eligible dependents (no deductible) \$2000/\$2700 yearly maximum per person including 80% coverage for major dental procedures or Delta Care PMI dental insurance.
 - 2.1.4 Vision health services with special contact lens provisions for employees and eligible dependents.
 - 2.1.5 Alcohol, drug abuse and psychological care utilizing MHN Company for employees, spouse, and eligible dependents.
 - 2.1.6 Short term income protection plan. Up to two years, \$5,000 maximum, 66.6% of income with a sixty (60) day elimination period. American Fidelity Assurance Company shall be the administrator and the plan provider.
 - 2.1.7 Hearing aids and annual hearing examination for employees and family.
- 2.2 The Union shall have the right to contact the Health and Welfare contract administrator and/or broker directly for any information it wishes relative to the plan.
- 2.3 In the event an employee expires while in paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee's death. (~~Increase to four (4) months from one (1) month effective January 1, 2005.~~)

6

2.4 The District will maintain a self-insurance plan, using the contract administrator of its choice. The District shall consult with the Union through the District Insurance Committee if it wishes to change contract administration.

2.5 Employees, spouse, and dependents may select the doctor of their choice and reimbursement will be approved at a reasonable and customary rate set by the foundation doctors and/or insurance companies.

2.6 **Retirees**

The Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the major medical and dental portion of the fringe benefit compensation package to all employees in the employment of the District between July 1, 1975, and February 28, 1980, with fifteen (15) or more years of service to the District and who are not otherwise covered by similar programs through Social Security or other retirement plans. The retiree's coverage shall terminate upon the first day of the month immediately preceding the date that a retiree attains age sixty six (66) or becomes eligible for Medicare, whichever comes last. However, supplemental coverage for employees sixty six (66) years or older shall be provided by the District.

Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance, to the Business Office the difference between the current costs and the 1979-80 costs.

The retiree shall no longer be eligible for this benefit when the retiree becomes eligible for a group medical or dental benefit plan with another employer or agency.

Employees who are hired after February 28, 1980, and who subsequently retire from the District with fifteen (15) or more years of service, and who have not attained the age of 60, may participate in the major medical and dental portion of the fringe by depositing the entire amount of the premium with the District Business Office, unless they become eligible for a group medical or dental plan with another employer.

All employees ages 60-65 who are regularly employed on February 21, 1989, and who retire on or after that date with fifteen (15) years of service to the District and who are not otherwise covered by similar programs provided through Social Security or other retirement programs shall be provided with the major medical and dental portion of the District's fringe benefit compensation package for the retiree only at no cost to the member.

2.7 **Insurance Committee**

The union may name two (2) (regular) members of the District Insurance

Committee, one of whom may be the AFSCME representative. Decisions of the Insurance Committee shall not be binding on AFSCME. The District and the Union will work aggressively on cost containment.

2.8 The District shall promptly provide to AFSCME copies of all side letters on health insurance or health benefits which it has negotiated with other employee organizations at AUHSD.

2.9 **Eligibility**

All employees who work at least four (4) hours per day shall be covered under the Health and Welfare program.

Employees on unpaid leave of absence who wish to participate in the program may do so by depositing their premium costs with the District Business Office.

2.10 **Employee Assistance Programs**

Employees may take non-work time to avail themselves of any Employee Assistance Program which is made available through AFSCME or other appropriate sources. AFSCME shall be allowed to post flyers on all bulletin boards regarding such employee assistance programs. Employee participation in such Employee Assistance Program shall be completely confidential. Work time absences for participation in Employee Assistance Programs shall be covered by Article 13.10.



ARTICLE 17: PROMOTION PROCEDURES

- 17.1 In a promotion, the District will not change the hours of the position in order to favor one (1) candidate over another.
- 17.2 All benefit jobs in food service shall be posted for at least ten (10) working days at all sites.
- 17.2.1 This posting shall be in the kitchens on a bulletin board in plain view for all employees.
- 17.2.2 ~~When a Food Service I position with greater than four hours, as above, thus providing health and welfare benefits, becomes available, the vacancy will be posted for ten (10) days. If at the conclusion of the posting there are three or more eligible candidates, the vacancy shall be filled from this list and shall not open to non AUHSD employees.~~
- 17.2.2 When a Food Service position becomes open it shall be filled by seniority, and this shall include positions with the same title but greater number of hours. For example, a Food Service I position in the Central Kitchen comes open, and it has been an eight hour a day position, then the most senior part time Food Service I applying for this position shall receive this promotion and it shall continue to be an eight hour position.

ANAHEIM UNION HIGH
SCHOOL DISTRICT
(AUHSD)

PROPOSAL TO

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
(CSEA)

FOR THE PERIOD JULY 1, 2016, TO JUNE 30, 2017

April 13, 2017

**Anaheim Union High School District
April 13, 2017**

**District's Initial Negotiation Position for Collective Bargaining
Purposes with the
California School Employees Association**

The District will open negotiations with the California Schools Employee Association for a successor collective bargaining agreement for the period of July 1, 2016, to June 30, 2017, subsequent to a public hearing before the Board of Trustees.

The District intends to open negotiations on the following contract articles:

Article 2 Health and Welfare

Article 11 Wages and Items Related to Wages



AFL-CIO

California School Employees Association and its Anaheim High Chapter # 74
Initial Proposal
to
Anaheim Union High School District
For the 2016-2017 Re-opener Negotiations

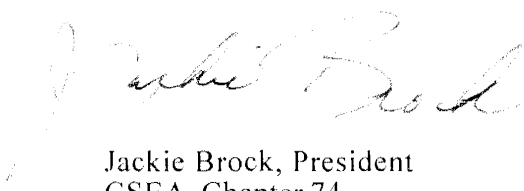
To: Governing Board of the Anaheim Union High School District
From: California School Employees Association (CSEA) and its Anaheim High Chapter 74
Subject: Proposal; Contract Re-openers 2016-2017

The California School Employees Association and its Chapter 74 respectfully request to begin the negotiation process in accordance with its current contract on the subject of re-openers for the 2016-2017 school year.

ARTICLE 2 - HEALTH AND WELFARE

ARTICLE 11 - WAGES AND ITEMS RELATED TO WAGES

All other provisions of the collective agreement in force to June 30, 2017, shall remain in full force and effect and shall be incorporated within the provisions of the agreement.


Jackie Brock, President
CSEA, Chapter 74

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS
2015/2016 SALARY SCHEDULE**

Effective 7/1/2015 - BOT Approved on 4/14/16 - REVISED 11/10/16

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
21	JR HIGH ASSISTANT PRINCIPAL	11.0	198	102,099.00	105,168.00	108,246.00	111,316.00	114,389.00	117,461.00	Annually
22	SR HIGH ASSISTANT PRINCIPAL INSTRUCTIONAL ANALYST PROGRAM ADMINISTRATOR I	11.0	204	112,125.00	115,198.00	118,269.00	121,340.00	124,413.00	127,486.00	Annually
24	JR HIGH PRINCIPAL	11.5	214 *	120,066.00	123,141.00	126,212.00	129,278.00	132,356.00	135,434.00	Annually
25	SR HIGH PRINCIPAL COORDINATOR	14.4	224 *	131,368.00	134,440.00	137,515.00	140,588.00	143,661.00	146,736.00	Annually
28	PROGRAM ADMINISTRATOR II	14.4	224 *	118,449.00	121,522.00	124,592.00	127,662.00	130,740.00	133,811.00	Annually
30	REGIONAL NURSE NURSE PRACTITIONER PROGRAM SPECIALIST PROG SPEC/GASELPA AUTISM SPECIALIST/GASELPA	11.0	200	96,728.00	99,799.00	102,874.00	105,950.00	109,022.00	112,094.00	Annually
31	PSYCHOLOGIST BEHAVIOR SPECIALIST	11.0	198	96,728.00	99,799.00	102,874.00	105,950.00	109,022.00	112,094.00	Annually
32	ASSIST. DIRECTOR-PLAN/DESIGN/CONST	14.4	224 **	102,474.00	105,514.00	108,555.00	111,598.00	114,637.00	117,683.00	Annually
35	DIRECTOR (CERTIFICATED)	14.4	224 *	132,421.00	135,489.00	138,570.00	141,643.00	144,717.00	147,785.00	Annually
36	DIRECTOR PURCHASING & CENTRAL SERV. DIRECTOR TRANSPORTATION	14.4	224 **	112,164.00	115,238.00	118,309.00	121,379.00	124,453.00	127,525.00	Annually
37	CONTROLLER DIRECTOR BUSINESS OPERATIONS DIRECTOR MAINTENANCE & OPERATIONS DIRECTOR FOOD SERVICES PUBLIC INFORMATION MANAGER	14.4	224 **	122,156.00	125,227.00	128,300.00	131,371.00	134,447.00	137,515.00	Annually
38	COUNSEL	14.4	224 **	132,421.00	135,489.00	138,570.00	141,643.00	144,717.00	147,785.00	Annually
39	DIRECTOR PLANNING/DESIGN/CONST	14.4	224 **	140,273.00	143,526.00	146,787.00	150,042.00	153,297.00	156,548.00	Annually
40	EXEC DIR OF HUMAN RESOURCES CHIEF TECHNOLOGY OFFICER	14.4	224 **	144,521.00	147,413.00	150,361.00	153,368.00	156,434.00	159,565.00	Annually

*23 non-duty days excluded from work days
**excludes 23 vacation days and 14 paid holidays

Longevity -
16th-20th year - \$4642
21st-25th year - \$9284
26th-30th year - \$13926
31st year on - \$13926

Doctorate \$2264

Mileage Allowance:

\$200/month: Certificated Director, Senior High Principal, Coordinator, Public Information Manager
\$175/month: Junior High Principal, Program Administrator II, Classified Director, Chief Technology Officer
\$125/month: Senior High Assistant Principal, Psychologist, Program Specialist, Program Administrator I, Nurse Practitioner, Behavior Specialist
\$75/month: Junior High Assistant Principal

**ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2015/2016 SALARY SCHEDULE**

Effective 7/1/2015 - BOT Approved on 6/16/16 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	FOOD SERV ASST I	2,728.00 15.49	2,837.00 16.11	2,956.00 16.79	3,070.00 17.44	3,192.00 18.13	3,323.00 18.89	3,386.00 19.24	3,455.00 19.64	3,525.00 20.02	3,594.00 20.42	Monthly Hourly
48	CUSTODIAN AUDITORIUM OPER. ASSIST. CUSTODIAN-ATHLETIC FACIL	3,311.00 18.81	3,442.00 19.55	3,567.00 20.28	3,716.00 21.12	3,856.00 21.92	4,015.00 22.82	4,076.00 23.15	4,172.00 23.70	4,250.00 24.15	4,322.00 24.57	Monthly Hourly
49	ATH FAC WORKER I FOOD SERV ASST II GROUNDS MAINT WKR	3,320.00 18.86	3,454.00 19.64	3,584.00 20.36	3,733.00 21.21	3,884.00 22.06	4,041.00 22.97	4,115.00 23.38	4,203.00 23.89	4,283.00 24.34	4,365.00 24.82	Monthly Hourly
50	FOOD SERV ASST III SENIOR CUSTODIAN	3,451.00 19.60	3,586.00 20.38	3,717.00 21.13	3,868.00 21.97	4,017.00 22.84	4,175.00 23.72	4,250.00 24.15	4,337.00 24.64	4,417.00 25.08	4,500.00 25.57	Monthly Hourly
51	FOOD SERV ASST IV PREP WHSE WKR-CENTRAL SERV WHSE WKR-NUTR SERV NUTRITION SERVICES PROD ASST	3,484.00 19.79	3,620.00 20.58	3,772.00 21.42	3,919.00 22.28	4,078.00 23.16	4,238.00 24.08	4,320.00 24.56	4,414.00 25.07	4,496.00 25.56	4,593.00 26.10	Monthly Hourly
52	ATHL FAC WORKER II FOOD SERV ASST III-BI	3,510.00 19.94	3,662.00 20.82	3,800.00 21.59	3,942.00 22.40	4,115.00 23.38	4,279.00 24.32	4,364.00 24.81	4,444.00 25.25	4,538.00 25.79	4,631.00 26.32	Monthly Hourly
53	AUDITORIUM OPERATIONS TECH EQUIPMENT OPERATOR LIGHT DUTY MECHANIC MAINTENANCE SERVICE WORKER TECHNOLOGY AERVICES ASSISTANT	3,662.00 20.82	3,802.00 21.60	3,954.00 22.47	4,113.00 23.36	4,281.00 24.33	4,453.00 25.30	4,538.00 25.79	4,631.00 26.32	4,720.00 26.83	4,817.00 27.38	Monthly Hourly
55	BUS DRIVER EQUIPMENT REPAIR MECHANIC HEAVY EQUIPMENT OPERATOR INVENTORY CONTROL SPECIALIST NUTRITION SERVICES SOUS CHEF SR EQUIP OPERATOR SR WHSE WKR-CENT WHSE SR WHSE WRK-NUTR SERV	3,843.00 21.85	3,993.00 22.69	4,153.00 23.60	4,320.00 24.56	4,494.00 25.55	4,673.00 26.55	4,763.00 27.07	4,860.00 27.61	4,956.00 28.17	5,059.00 28.75	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2015/2016 SALARY SCHEDULE**

Effective 7/1/2015 - BOT Approved on 6/16/16 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
57	DRIVER INSTRUCTOR	4,040.00	4,192.00	4,362.00	4,536.00	4,717.00	4,903.00	5,006.00	5,108.00	5,209.00	5,312.00	Monthly
	IRRIGATION SYSTEM TECH	22.97	23.81	24.80	25.78	26.82	27.86	28.44	29.04	29.60	30.20	Hourly
	MAINTENANCE GLAZIER											
	MAINTENANCE PAINTER											
	POOL MAINTENANCE TECH											
	TECHNOLOGY SERVICES TECH											
	ATHLETIC FACILITIES TECHNICIAN											
59	ELECTRONICS TECH	4,235.00	4,406.00	4,578.00	4,762.00	4,953.00	5,152.00	5,254.00	5,360.00	5,467.00	5,573.00	Monthly
	GRAPHIC ARTS TECH	24.07	25.04	26.01	27.06	28.16	29.27	29.86	30.46	31.08	31.67	Hourly
	MAINTENANCE CARPENTER											
	MAINTENANCE FLR/PLAS WKR											
	MAINTENANCE LOCKSMITH											
	MAINTENANCE PLUMBER											
	OFFSET PRESS OPERATOR											
	SHOP EQUIPMENT REPAIR TECH											
	TRANSPORTATION DISPATCHER											
61	AHTLETIC FACILITIES TECH	4,444.00	4,623.00	4,806.00	5,002.00	5,206.00	5,405.00	5,516.00	5,627.00	5,739.00	5,855.00	Monthly
	AUDIO-VISUAL TECH	25.25	26.29	27.31	28.41	29.58	30.72	31.33	31.97	32.60	33.27	Hourly
	FOOD SERVICES EQUIPMENT TECH											
	HVAC ENERGY MAINT CONT SYS TECH											
	INSTRUMENT REPAIR TECH											
	MAINTENANCE ELECTRICIAN											
	MAINTENANCE WELDER-FABRRICATOR											
	MECHANIC											
	TRANSPORTATION OPERATIONS SPEC											
62		4,631.00	4,822.00	5,013.00	5,214.00	5,420.00	5,640.00	5,757.00	5,873.00	5,996.00	6,113.00	Monthly
		26.32	27.40	28.48	29.63	30.80	32.05	32.71	33.37	34.08	34.74	Hourly
63	SR GRAPH ARTS TECH	4,670.00	4,852.00	5,047.00	5,253.00	5,462.00	5,677.00	5,793.00	5,908.00	6,027.00	6,149.00	Monthly
		26.53	27.58	28.69	29.84	31.02	32.26	32.92	33.58	34.25	34.95	Hourly
67	NETWORK TECHNICIAN	5,148.00	5,352.00	5,564.00	5,791.00	6,020.00	6,259.00	6,386.00	6,516.00	6,642.00	6,778.00	Monthly
		29.24	30.41	31.62	32.90	34.21	35.57	36.29	37.02	37.74	38.50	Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

- 2% plus \$519 after ten (10) years of service with AUHSD
- 4% plus \$1,543 additional after fifteen (15) years of service with AUHSD
- 7% plus \$2,840 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,705 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: \$135.00

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
60	GF SR ADMINISTRATIVE ASSISTANT	4,444.00	4,623.00	4,806.00	5,002.00	5,206.00	5,405.00	5,516.00	5,628.00	5,739.00	5,855.00	Monthly
61		4,685.00	4,866.00	5,049.00	5,244.00	5,448.00	5,649.00	5,758.00	5,870.00	5,981.00	6,096.00	Monthly
63	EXECUTIVE ASSISTANT HUMAN RESOURCES ASSISTANT	4,929.00	5,114.00	5,309.00	5,513.00	5,721.00	5,938.00	6,051.00	6,169.00	6,288.00	6,408.00	Monthly
67	SR EXECUTIVE ASSISTANT	5,405.00	5,610.00	5,824.00	6,049.00	6,280.00	6,519.00	6,644.00	6,774.00	6,903.00	7,039.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:

2% plus \$519 after ten (10) years of service with AUHSD

4% plus \$1543 additional after fifteen (15) years of service with AUHSD

7% plus \$2,840 additional after twenty (20) years of service with AUHSD

10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD

12% plus \$3,705 additional after thirty (30) years of service with AUHSD

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CONTRACTED EMPLOYEES
2016/2017 SALARY SCHEDULE**
Effective 7/1/2016 - BOT Approved on 6/21/16

Position Title	SALARY	
SUPERINTENDENT	260,000.00	ANNUALLY
COUNSEL	181,812.00	ANNUALLY
ASSISTANT SUPERINTENDENT (BUSINESS SERVICES)	188,744.00	ANNUALLY
ASSISTANT SUPERINTENDENT (EDUCATION & HUMAN RESOURCES) CHIEF ACADEMIC OFFICER	202,432.00	ANNUALLY

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2015/2016 SALARY SCHEDULE**

Effective 7/1/2015 - BOT Approved on 4/14/16 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	CAMPUS SAFETY AIDE	2,728.00 15.49	2,837.00 16.12	2,956.00 16.79	3,070.00 17.43	3,192.00 18.14	3,323.00 18.88	3,386.00 19.25	3,455.00 19.62	3,525.00 20.02	3,594.00 20.42	Monthly Hourly
43	INSTR ASSISTANT INSTR ASSIST-SPECIALIZED ACADEMIC INSTR. OFFICE ASSISTANT	2,862.00 16.27	2,983.00 16.95	3,105.00 17.64	3,226.00 18.33	3,355.00 19.06	3,494.00 19.85	3,560.00 20.24	3,628.00 20.61	3,702.00 21.03	3,776.00 21.45	Monthly Hourly
47	INSTR ASST-BILING (SPANISH) INSTR ASST-BILING (VIETNAMESE) INSTR ASST-BILING (KOREAN) INSTR ASST-BILING (ARABIC) INSTR ASST-BILING (ROMANIAN) INSTR ASST-SPEC ACAD. INSTRUCTION-BIL OFFICE ASST-BIL SCHOOL COMMUNITY LIAISON COMPUTER LAB ASSIST	3,156.00 17.92	3,285.00 18.66	3,412.00 19.38	3,557.00 20.21	3,696.00 21.00	3,844.00 21.86	3,921.00 22.28	3,997.00 22.70	4,082.00 23.19	4,156.00 23.63	Monthly Hourly
49		3,320.00 18.86	3,454.00 19.62	3,584.00 20.36	3,733.00 21.21	3,884.00 22.07	4,041.00 22.97	4,115.00 23.39	4,203.00 23.90	4,283.00 24.34	4,365.00 24.81	Monthly Hourly
51	DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SRV TECH I INSTR ASST - ADULT TRANS. INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MED FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - SPEC. (D/HH or VI) INST ASST - STU/PAR LIA/BIL LANG TESTING ASST CHILD WELFARE & ATTENDANCE LIAISON PUBLICATIONS TECH SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASST	3,484.00 19.79	3,620.00 20.59	3,772.00 21.43	3,919.00 22.27	4,078.00 23.18	4,238.00 24.09	4,320.00 24.54	4,414.00 25.07	4,496.00 25.55	4,593.00 26.10	Monthly Hourly
53	SECRETARY-BILING/PROGRAM SUPPORT SECRETARY-BILING/SCHOOL SUPPORT SECRETARY-BILING/ATTENDANCE SECRETARY-BILING/REGISTRAR-RECORDS TRANSLATOR	3,662.00 20.80	3,802.00 21.60	3,954.00 22.47	4,113.00 23.38	4,281.00 24.33	4,453.00 25.30	4,538.00 25.79	4,631.00 26.32	4,720.00 26.82	4,817.00 27.39	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2015/2016 SALARY SCHEDULE**

Effective 7/1/2015 - BOT Approved on 4/14/16 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
54		3,762.00 21.39	3,921.00 22.28	4,078.00 23.18	4,248.00 24.13	4,416.00 25.08	4,596.00 26.11	4,685.00 26.64	4,785.00 27.19	4,880.00 27.74	4,985.00 28.33	Monthly Hourly
55	ASB ACCOUNT TECH BRAILLE TRANSCRIBER INFO SYSTEMS TECH JOB DEVELOPER / JOB COACH LICENSED VOCATIONAL NURSE SIGN LANG INTERP	3,843.00 21.85	3,993.00 22.69	4,153.00 23.60	4,320.00 24.54	4,494.00 25.55	4,673.00 26.55	4,763.00 27.07	4,860.00 27.61	4,956.00 28.16	5,059.00 28.74	Monthly Hourly
57	ACCOUNTING TECH ASSESS/EVAL TECH BENEFITS TECH BUSINESS TECH CREDENTIALS TECH HUMAN RESOURCES TECH PAYROLL TECH RISK MANAGEMENT TECH SPEECH LANGUAGE PATHOLOGY ASST ADMINISTRATIVE ASST	4,040.00 22.95	4,192.00 23.81	4,362.00 24.80	4,536.00 25.78	4,717.00 26.79	4,903.00 27.86	5,006.00 28.44	5,108.00 29.04	5,209.00 29.60	5,312.00 30.18	Monthly Hourly
59	INFORMATION SYSTEMS SPECIALIST I SR ACCOUNTING TECH SR PAYROLL TECH ADMIN ASST BILINGUAL SENIOR BUDGET TECHNICIAN LEGAL ADMIN ASST. SR ADMIN ASST PROGRAM SUPPORT SR ADMIN ASST SCHOOL SUPPORT SR ADMIN PROCUREMENT ASST. SR CREDENTIAL TECH	4,235.00 24.07	4,406.00 25.05	4,578.00 26.02	4,762.00 27.06	4,953.00 28.15	5,152.00 29.27	5,254.00 29.86	5,360.00 30.46	5,467.00 31.08	5,573.00 31.67	Monthly Hourly
61	WEB MASTER SR ADMIN ASST SCHOOL SUP / BIL SR ADMIN ASST PROG SUP / BIL FOOD SERVICES TECH	4,444.00 25.25	4,623.00 26.28	4,806.00 27.32	5,002.00 28.41	5,206.00 29.58	5,405.00 30.72	5,516.00 31.34	5,627.00 31.98	5,739.00 32.61	5,855.00 33.27	Monthly Hourly
62	PARENT INVOLVEMENT SPECIALIST	4,631.00 26.32	4,822.00 27.40	5,013.00 28.48	5,253.00 29.63	5,420.00 30.80	5,640.00 32.05	5,757.00 32.71	5,873.00 33.37	5,996.00 34.08	6,113.00 34.74	Monthly Hourly
63	BUYER INFORMATION SYSTEMS SPECIALIST II FOOD SERV ACCOUNTING SPECIALIST BEHAVIOR INTERVENTION SPECIALIST	4,670.00 26.53	4,852.00 27.57	5,047.00 28.69	5,253.00 29.86	5,462.00 31.05	5,677.00 32.26	5,793.00 32.92	5,908.00 33.58	6,027.00 34.25	6,149.00 34.95	Monthly Hourly
65	ART DESIGNER	4,906.00 27.86	5,103.00 28.95	5,307.00 30.12	5,519.00 31.35	5,739.00 32.60	5,969.00 33.88	6,088.00 34.57	6,210.00 35.25	6,335.00 35.96	6,461.00 36.69	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2015/2016 SALARY SCHEDULE**

Effective 7/1/2015 - BOT Approved on 4/14/16 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
66	CONTRACT PROCUREMENT SPECIALIST	5,041.00	5,242.00	5,452.00	5,670.00	5,897.00	6,133.00	6,256.00	6,381.00	6,508.00	6,638.00	Monthly
75	NETWORK ANALYST	6,254.00	6,500.00	6,765.00	7,037.00	7,319.00	7,610.00	7,758.00	7,913.00	8,075.00	8,236.00	Monthly
	PROGRAMMER ANALYST	35.54	36.94	38.44	39.98	41.58	43.24	44.06	44.96	45.89	46.80	Hourly
76	SYSTEMS ADMIN	6,573.00	6,830.00	7,102.00	7,385.00	7,678.00	7,991.00	8,147.00	8,313.00	8,483.00	8,651.00	Monthly
		37.35	38.81	40.36	41.96	43.62	45.40	46.29	47.23	48.20	49.15	Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

- 2% plus \$519 additional after ten (10) years of service with the AUHSD
- 4% plus \$1,543 additional after fifteen (15) years of service with the AUHSD
- 7% plus \$2,840 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,705 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: \$135.00

**ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT**

2015/2016 SALARY SCHEDULE

Effective 7/1/2015 - BOT Approved on 4/14/16 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
1	** CATERING MANAGER	4,165.00	4,322.00	4,492.00	4,669.00	4,846.00	5,029.00	5,135.00	5,229.00	5,337.00	5,440.00	Monthly
2	PLANT MANAGER I	4,276.00	4,433.00	4,604.00	4,779.00	4,957.00	5,141.00	5,246.00	5,341.00	5,449.00	5,551.00	Monthly
3	** FOOD SERVICE SITE MGR I	4,367.00	4,537.00	4,709.00	4,893.00	5,083.00	5,283.00	5,385.00	5,489.00	5,597.00	5,704.00	Monthly
4	PLANT MANAGER II	4,478.00	4,648.00	4,821.00	5,003.00	5,196.00	5,395.00	5,495.00	5,600.00	5,707.00	5,816.00	Monthly
5	** FOOD SERVICE MGR II	4,574.00	4,756.00	4,939.00	5,134.00	5,332.00	5,537.00	5,649.00	5,759.00	5,871.00	5,986.00	Monthly
6	MAINTENANCE FOREMAN	4,555.00	4,733.00	4,916.00	5,112.00	5,312.00	5,516.00	5,627.00	5,738.00	5,850.00	5,965.00	Monthly
7	PERFORMING ARTS SUPERVISOR WAREHOUSE SUPERVISOR	4,776.00	4,960.00	5,154.00	5,363.00	5,570.00	5,786.00	5,903.00	6,018.00	6,135.00	6,254.00	Monthly
8	* OPERATIONS SUPERVISOR	4,909.00	5,096.00	5,288.00	5,494.00	5,705.00	5,917.00	6,033.00	6,150.00	6,268.00	6,389.00	Monthly
9	* ACCOUNTANT BUDGET ANALYST EMPLOYEE RELATIONS ANALYST GARAGE SUPERVISOR GRAPHIC PRODUCTION MANAGER HR ANALYST PAYROLL SUPERVISOR	5,006.00	5,204.00	5,409.00	5,621.00	5,844.00	6,068.00	6,188.00	6,311.00	6,434.00	6,560.00	Monthly
11	FOOD SERVICES SUPERVISOR	5,255.00	5,460.00	5,672.00	5,898.00	6,127.00	6,367.00	6,496.00	6,623.00	6,751.00	6,886.00	Monthly
12	LAC SUPERVISOR	5,384.00	5,594.00	5,812.00	6,043.00	6,280.00	6,525.00	6,656.00	6,787.00	6,920.00	7,056.00	Monthly
13	* COMMUNITY USE OF FACILITIES SUPV * EDUCATION TECHNOLOGY SUPERVISOR PROJECT MANAGER * MAINTENANCE MANAGER	5,513.00	5,728.00	5,952.00	6,187.00	6,431.00	6,683.00	6,814.00	6,949.00	7,087.00	7,225.00	Monthly
14		5,661.00	5,882.00	6,113.00	6,354.00	6,605.00	6,864.00	6,998.00	7,137.00	7,278.00	7,421.00	Monthly
15		5,810.00	6,037.00	6,274.00	6,522.00	6,779.00	7,044.00	7,182.00	7,325.00	7,469.00	7,616.00	Monthly
16	ACCOUNTING MANAGER	5,958.00	6,191.00	6,435.00	6,689.00	6,953.00	7,225.00	7,366.00	7,513.00	7,660.00	7,812.00	Monthly
17		6,117.00	6,358.00	6,608.00	6,869.00	7,140.00	7,421.00	7,566.00	7,716.00	7,867.00	8,024.00	Monthly
18		6,277.00	6,525.00	6,782.00	7,049.00	7,328.00	7,616.00	7,767.00	7,919.00	8,075.00	8,235.00	Monthly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT
2015/2016 SALARY SCHEDULE**

Effective 7/1/2015 - BOT Approved on 4/14/16 - REVISED 11/10/16

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
19	RISK MANAGER * ASSIST. DIRECTOR, FOOD SERVICES	6,436.00	6,692.00	6,955.00	7,229.00	7,515.00	7,812.00	7,967.00	8,122.00	8,282.00	8,447.00	Monthly
20		6,549.00	6,811.00	7,081.00	7,361.00	7,655.00	7,959.00	8,118.00	8,278.00	8,442.00	8,611.00	Monthly
21	ENERGY MANAGER OCCUPATIONAL THERAPIST	6,662.00	6,929.00	7,206.00	7,492.00	7,794.00	8,105.00	8,268.00	8,434.00	8,602.00	8,774.00	Monthly
26	ASST DIRECTOR-MAINT & OPERATIONS	7,260.00	7,551.00	7,853.00	8,167.00	8,494.00	8,833.00	9,010.00	9,190.00	9,374.00	9,561.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
 2% plus \$519 after ten (10) years of service with AUHSD
 4% plus \$1543 additional after fifteen (15) years of service with AUHSD
 7% plus \$2,840 additional after twenty (20) years of service with AUHSD
 10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD
 12% plus \$3,705 additional after thirty (30) years of service with AUHSD

* Overtime Exempt

** Ten Month Employees

**ANAHEIM UNION HIGH SCHOOL DISTRICT
2015/16 COUNSELOR SALARY SCHEDULE
ANNUALLY PAID**

		BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	I	II	III
1	\$59,253	\$64,286	\$70,049
2	\$62,571	\$67,611	\$73,365
3	\$65,897	\$70,927	\$76,691
4	\$69,213	\$74,251	\$80,017
5	\$72,541	\$77,573	\$83,338
6	\$75,863	\$80,901	\$86,655
7	\$79,184	\$84,222	\$89,985
8	\$82,510	\$87,541	\$93,310
9	\$85,834	\$90,871	\$96,635
10	\$89,159	\$94,195	\$99,963
11	\$92,488	\$97,523	\$103,278
LONGEVITY (Years of Credentialed Service in AUHSD-See Article 14.3.5)			
16	\$97,130	\$102,165	\$107,920
21	\$101,772	\$106,807	\$112,562
26	\$106,414	\$111,449	\$117,204

Doctorate: \$2,266

Miscellaneous Rate of Pay: \$44.29 (Effective 2015-16)

Initial Salary Placement: Initial placement for years of experience is based on the following:

1. A maximum of six (6) years of experience as a credentialed public school employee (excluding emergency permits and internship credentials), having worked a minimum of 75% of each work year.
2. A maximum of six (6) years of experience as a credentialed private school employee (excluding emergency permits and internship credentials), in a WASC accredited private school, having worked a minimum of 75% of each work year.

<u>Years Experience</u>	<u>Placement</u>
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
Approved April 14, 2016
Effective: July 1, 2015

APPENDIX B

**ANAHEIM UNION HIGH SCHOOL DISTRICT
2015/2016 TEACHERS' SALARY SCHEDULE
ANNUAL SALARY**

		BA + 30	BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	I	II	III	IV
01	\$51,328	\$55,365	\$60,073	\$65,452
02	\$54,436	\$58,468	\$63,175	\$68,553
03	\$57,534	\$61,576	\$66,276	\$71,663
04	\$60,642	\$64,672	\$69,382	\$74,767
05	\$63,748	\$67,782	\$72,488	\$77,870
06	\$66,853	\$70,886	\$75,595	\$80,973
07	\$69,960	\$73,989	\$78,700	\$84,082
08	\$73,064	\$77,097	\$81,801	\$87,191
09	\$76,175	\$80,201	\$84,909	\$90,297
10	\$79,274	\$83,311	\$88,020	\$93,402
11	\$82,385	\$86,425	\$91,125	\$96,504
LONGEVITY (Steps 16-26 are longevity steps for years of credentialed teaching in AUHSD) See Article 14.3.5				
16	\$87,027	\$91,067	\$95,767	\$101,146
21	\$91,669	\$95,709	\$100,409	\$105,788
26	\$96,311	\$100,351	\$105,051	\$110,430

Doctorate: \$2,266
National Board Certification \$2,266
Miscellaneous Rate of Pay: \$44.29 (effective 5/28/16)

Initial Salary Placement: See Article 14.3.2

Years Experience	Placement
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
 April 14, 2016
 Effective: July 1, 2015

**University Intern Program
Memorandum of Understanding
Point Loma Nazarene University, Mission Valley Regional Center**

A. General

This Memorandum of Understanding (MOU) is entered into this **9th** day of **March 2017**, by and between Point Loma Nazarene University, referred to here as the University, and the **Anaheim Union High School District**, referred to here as the District:

B. Parameters

The effective dates for this Memorandum of Understanding are **March 9, 2017** through **August 31, 2022**.

Contract and monitoring responsibilities for the MOU rest with the University. If modifications are necessary within the duration of this MOU, they will be added to this memorandum by mutual written agreement of all parties involved.

All stipulations in this MOU are contingent upon the acceptance and funding of the Intern Program by the California Commission on Teacher Credentialing.

C. Purpose

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. The District and the University will form a partnership in providing coordinating services as part of the University Intern Program, serving multiple subject, single subject, and special education interns, hereafter referred to as the University Intern Program.

D. Responsibilities – General

The District agrees to:

- a) Participate in program evaluation.

*Memorandum of Understanding between Point Loma Nazarene University and
Anaheim Union High School District*

- b) Participate in the a clearly defined selection of district support providers to participate in the University Intern Program who have the following minimum qualifications:
 - a. Valid corresponding Clear or Life Credential
 - b. Three years of successful teaching experience
 - c. EL Authorization (if intern is responsible for providing specified EL support).
- c) Provide sufficient resources, including the identification of protected time for employer-provided support/mentor to work with intern within the school day including clearly defined expectations for type or frequency of support.
- d) Clarify the intern's terms of employment, including evaluation process of site support provider (examples: retiree, contracted COE or other agency staff, current school employee). The CTC requires districts to identify an individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and to support language accessible instruction.
- e) Ensure the quality of the internship experience through the providing of professional development. PLNU supervisors will work with the intern and intern's support provider in designing appropriate activities that support the intern's work with English Learners.
- f) Ensure that all district and site administrative staff respects the confidentiality between the support provider and the Intern teacher. Intern activities will not have a relationship to district teacher evaluation.
- g) Only hire as interns candidates who meet the requirements necessary for obtaining an intern credential.
- h) Assign the intern to positions that are authorized to be performed by holders of multiple subject, single subject, and special education intern credentials, with a load that is appropriate for a beginning teacher that will enable the adequate time necessary to complete concurrent credential coursework.
- i) Place each participating intern with a fully credentialed mentor teacher, preferably at the same site as the intern teacher and with experience in the curricular area or grade level assigned to the intern.

*Memorandum of Understanding between Point Loma Nazarene University and
Anaheim Union High School District*

- j) Upon request of the District for good cause, the District shall notify the University of termination or change of assignment of any intern in the UNIVERSITY intern Program.

Point Loma Nazarene University agrees to:

- a) Designate a member of the faculty in teacher education to provide leadership for the University Intern Program. The University will assume the cost of a faculty member to provide leadership of the University intern program and work with the District.
- b) Ensure that intern candidates meet the requirements necessary to acquire an intern credential:
 - a. Bachelors degree from an accredited school of higher education
 - b. Subject matter competency
 - c. CBEST
 - d. U.S. Constitution
 - e. 120 pre-service hours
- c) Make application for the intern credential for those meeting the requirements.
- d) Enhance the intern candidate's growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.
- e) Provide a university coach who will make 8 visits each semester to the classroom to assist and support the intern candidate.
- f) Ensure the quality of the internship experience through the providing of professional development. PLNU supervisors will work with the intern and intern's support provider in designing appropriate activities that support the intern's work with English Learners.
- g) Notify the District in the event that an Intern is not maintaining enrollment and/or responsibilities in the courses to complete the Intern Program.
- h) Provide advising and transitional assistance to Interns preparing to enter the Beginning Teacher Support and Assessment induction program

E. Tuition

Each participating intern will be responsible for paying his/her own assessed tuition rate to the University according to a specified schedule.

F. Termination

This MOU may be terminated by either party with a written notice from the party initiating the termination. The termination notice may only apply to the future University semesters or quads, for which this MOU applies, and the MOU cannot be terminated for the semester or quad currently being taught at the time notice of termination is given. In such cases, the University and the **District** teachers enrolled in the Intern Program will establish a new agreement between the University and the respective candidates. In the event that the Program is terminated for any reason, the University will extend every effort to ensure candidates will be able to complete the program at the mutually agreed upon rate.

G. Insurance

- a) The University shall provide and maintain: 1) commercial general liability insurance acceptable to the District in the minimum amount of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, with an aggregate limit twice the occurrence limit; and 2) workers compensation insurance as required by the State of California including Employers Liability with a minimum limit of \$1,000,000. The University shall furnish to the District, upon request, proof of the above coverage in the form of certificates of insurance.
- b) The District shall provide and maintain: 1) commercial general liability insurance acceptable to the District in the minimum amount of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, with an aggregate limit twice the occurrence limit; and 2) workers compensation insurance as required by the State of California including Employers Liability with a minimum limit of \$1,000,000. The District shall furnish to the University, upon request, proof of the above coverage in the form of certificates of insurance.

H. Diversity Programs

The District and University agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this agreement on the basis of race, creed, color, national origin, religion, sex, sexual orientation, handicap, age, veterans' status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristics protected by law.

I. Other Conditions

- a) This Agreement is not intended and shall not be construed to create a relationship of employee, agent, servant, joint venture, or association between the University, the District, and the participating interns. In addition, neither the University nor the District may assign or transfer any interest in this Agreement or use the other's name or any corporate or business name which is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party.
- b) The University shall hold harmless, defend, and indemnify the District and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of the University, its officers, employees, agents or student teachers incurred in the performance of this Agreement.
- c) The District shall hold harmless, defend, and indemnify the University and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of the District, its officers, employees, or agents incurred in the performance of this Agreement.

*Memorandum of Understanding between Point Loma Nazarene University and
Anaheim Union High School District*

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

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

_____ Date: _____
Authorized Signature

PLNU Contact:

Name: Andrea Liston, Ed.D.
Title: Director, Intern Program
Address: Point Loma Nazarene University
3900 Lomaland Drive
San Diego, CA 92106
(619) 563-2836

For the DISTRICT:

Name (Print): Brad Jackson

Address (Print): 501 N. Crescent Way, Anaheim, CA 92801

Title: Assistant Superintendent, Human Resources

_____ Date _____
Authorized Signature

**AGREEMENT
FOR STUDENT TRANSPORTATION SERVICES
BETWEEN THE ORANGE COUNTY SCHOOL DISTRICTS**

This Agreement is made by and between the Orange County School Districts (hereinafter referred to as "Districts") listed on Exhibit A.

RECITALS

WHEREAS, the Districts are mutually interested in and concerned with the provision of adequate student transportation services during peak demand periods;

WHEREAS, certain Districts have personnel, vehicles, equipment and support facilities which are potentially available and suitable for special education, athletic, field trip, and special event activity student transportation services;

WHEREAS, other Districts are in need of such student transportation services;

WHEREAS, all the Districts wish to avoid any disruption of student transportation services necessary for such activities; and

WHEREAS, the Districts wish to enter into a cooperative effort to provide these student transportation services on an as needed and when available basis.

NOW, THEREFORE, the Districts agree as follows:

1. The recitals stated above are true and correct and are made a part of this Agreement.
2. Student Transportation Services.
 - 2.1 Each District listed on Exhibit A, which is incorporated herein by reference, agrees to participate in this Agreement for the purpose of ensuring that students will be able to have transportation in the event that an emergency need arises of another District that is a party to this Agreement for special education, athletic, field trip or special event activity.
 - 2.2 When one District ("Requesting District") lacks the necessary school buses and licensed school bus drivers to transport its students for special education, athletic, field trip or special event activities, the Requesting District may contact one of the Transporting Districts listed on Exhibit A. If the Transporting District has available extra school bus(es) and licensed school bus driver(s), then the Transporting District, in its sole discretion, may provide to the Requesting District the student transportation services and Requesting District agrees to pay the rate and/or mileage set by the Transporting District.
 - 2.3 Transporting Districts have sole discretion to decide whether to provide student transportation services to a Requesting District. Any Transporting District may also be a Requesting District.

- 2.4 Each Transporting District agrees to provide approved school buses and properly licensed school bus drivers and to perform regular preventive maintenance services on their school buses.
 - 2.5 The Requesting District agrees that transportation outside of the Transporting District's normal business hours, weekends and holidays, shall be at the rate and/or mileage set by the Transporting District.
 - 2.6 Districts agree that the Transporting District shall not be compelled by this Agreement to create any new transportation routes or to hire additional school bus drivers or to acquire additional school buses to service the Requesting District's student bus transportation needs.
 - 2.7 The Districts shall cooperatively arrange for the required student transportation services and specific details of the required student transportation services shall be decided between the Requesting District and Transporting District.
 - 2.8 Districts agree that this Agreement shall not prohibit, prevent or restrict any District from entering into any separate or alternative student transportation services agreement.
3. Compensation.
 - 3.1 The Requesting District agrees that the compensation for student transportation services shall be at the hourly rate and/or mileage set by the Transporting District.
 - 3.2 Each Transporting District has the sole discretion to change the hourly rate and/or mileage at any time without notice.
 - 3.3 Transporting District shall invoice the Requesting District and shall itemize costs payable by Requesting District. Requesting District shall pay Transporting District within forty five (45) days of receipt of an invoice.
 4. Student Behavior Guidelines. A Requesting District shall follow the Student Behavior Guidelines established by the selected Transporting District.
 5. Term of the Agreement. This term of the Agreement will be July 1, 2017, through June 30, 2022, subject to termination as set forth herein.
 6. Termination. Participation in this Agreement may be unilaterally terminated by any District at any time. A District wishing to terminate shall provide thirty (30) days prior written notice to Orange Unified School District, Attention: Pam McDonald, Transportation Director, who will notify all remaining Districts to this Agreement of the decision of a terminating District and the date of effective termination. Termination by one District will not terminate this Agreement as to the remaining Districts.
 7. Indemnification. A Requesting District agrees to defend, indemnify and hold harmless a Transporting District, its governing board, officers and employees from every claim or demand made and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the intentional or negligent act or negligent omission of the Requesting District.

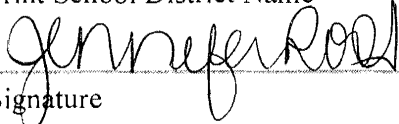
A Transporting District agrees to defend, indemnify and hold harmless a Requesting District, its governing board, officers and employees from every claim or demand made and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the intentional or negligent act or negligent omission of the Transporting District.

8. Insurance. Each District has and agrees to maintain, in full force and effect, a policy or policies of insurance evidencing all coverages and endorsements necessary, in its sole discretion, for purposes of effectuating the purposes of this Agreement. An appropriate self-insurance program shall be acceptable. Copies of the certificates of insurance for each District shall be provided upon written request of any District that is a party to this Agreement.
9. Independent Contractors. Each District, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each District understands and agrees that it and all of its employees shall not be considered officers, employees or agents of any of the participating Districts to this Agreement. Each District assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement. Each District shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to District's employees.
10. Assignment. This Agreement and the services provided herein shall not be assigned by any District.
11. Notice. Notice shall be in writing and be given by personal service, interdistrict mail service, or by U.S. Mail, postage prepaid. Notice shall be considered given when received, if personally served; if provided by interdistrict mail, on the following business day; or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices are to be sent and the individual who will receive such notices are set forth in Exhibit A.
12. Applicable Laws. Each District agrees to comply with all laws, rules and regulations applicable to providing student bus transportation services in the State of California.
13. Governing Law. This Agreement shall be governed by the laws of the State of California, with venue in Orange County, California.

14. Entire Agreement. This Agreement and Exhibit A attached hereto constitute the entire agreement between the Districts. However, it does not supersede any prior, current or subsequent written agreement entered into by the Districts with regard to student transportation services. This Agreement may be amended only by a written amendment executed by the Districts.

Anaheim Union High District

Print School District Name



Signature

Jennifer Root, Assistant Superintendent, Business

Print Name and Title

3/23/17

Date

Exhibit A
Participating Districts

Anaheim Elementary School District
1001 South East Street
Anaheim, CA 92805
Attn: Rick Lewis
(Transporting District)

Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92803
Attn: Matt Thomas
(Transporting District)

Brea Olinda Unified School District
1 Civic Center Circle
Brea, CA 92822
Attn: Jean Alderete
(Transporting District)

Buena Park School District
6885 Orangethorpe Avenue
Buena Park, CA 90620
Attn: Alfonso Perez
(Transporting District)

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Carlos Chicas
(Transporting District)

Centralia School District
6625 La Palma Avenue
Buena Park, CA 90620
Attn: Carla Nossett
(Transporting District)

Cypress School District
9470 Moody Street
Cypress, CA 90630
Attn: Robert Daley
(Transporting District)

Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
Attn: Jennifer Hawes

Fullerton Joint Union High School District
1051 West Bastanchury Road
Fullerton, CA 92833
Attn: Rafael Delgado
(Transporting District)

Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Attn: Debbie Vasquez

Garden Grove Unified School District
10331 Stanford Avenue
Garden Grove, CA 92840
Attn: Javier Rodriguez
(Transporting District)

Huntington Beach City School District
17011 Beach Boulevard
Huntington Beach, CA 92647
Attn: Jo-Lynn Wesolek
(Transporting District)

Huntington Beach Union High School District
5832 Bolsa Avenue
Huntington Beach, CA 92649
Attn: Pat Stellhorn
(Transporting District)

Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604
Attn: Rose Clegg

Exhibit A
Participating Districts

La Habra City School District
500 North Walnut Street
La Habra, CA 90631
Attn: Mary Allen

Laguna Beach Unified School District
550 Blumont Street
Laguna Beach, CA 92651
Attn: Jeff Dixon

Los Alamitos Unified School District
10293 Bloomfield Street
Los Alamitos, CA 90720
Attn: John Eclevia
(Transporting District)

Lowell Joint School District
11019 Valley Home Avenue
Whittier, CA 90603
Attn: Andrea Reynolds

Magnolia School District
2705 West Orange Avenue
Anaheim, CA 92804
Attn: Pam Odiorne
(Transporting District)

Newport-Mesa Unified School District
2985-A Bear Street
Costa Mesa, CA 92626
Attn: Pete Meslin
(Transporting District)

Ocean View School District
17200 Pinehurst Lane
Huntington Beach, CA 92647
Attn: Gingi Borg
(Transporting District)

Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: Pat McCaughey

Orange Unified School District
726 West Collins Avenue
Orange, CA 92867
Attn: Pam McDonald
(Transporting District)

Placentia-Yorba Linda Unified School District
1301 East Orangethorpe Avenue
Placentia, CA 92870
Attn: Richard Jimenez
(Transporting District)

Saddleback Valley Unified School District
25631 Peter A. Hartman Way
Mission Viejo, CA 92691
Attn: Kimberly Seiver
(Transporting District)

Santa Ana Unified School District
1601 East Chestnut Avenue
Santa Ana, CA 92701
Attn: Shelley Humphrey

Savanna School District
1330 South Knott Avenue
Anaheim, CA 92804
Attn: Jim Harris

Tustin Unified School District
300 South "C" Street
Tustin, CA 92780
Attn: Doug Heckathorn

Westminster School District
14121 Cedarwood Avenue
Westminster, CA 92683
Attn: Donna Rivard
(Transporting District)

ANAHEIM UNION HIGH SCHOOL DISTRICT

MEAL & MILK AGREEMENT

THIS AGREEMENT, entered into this 3rd day of February, shall govern the providing of meals and milk by the ANAHEIM UNION HIGH SCHOOL DISTRICT, 501 S. Crescent Way, Anaheim, CA 92803 to: ANAHEIM ELEMENTARY SCHOOL DISTRICT – PRESCHOOL PROGRAM, 1001 S. East Street, Anaheim, CA 92805.

THIS AGREEMENT to begin July 1, 2017, and terminate June 30, 2022 (Five Years).

Milk will be provided and meals will be prepared in compliance with the official Anaheim Union High School District's calendar. Both parties will furnish notice of one week in case of special holidays or changes in the calendar that affect service. The Food Service programs of the Anaheim Union High School District will take priority over those of contracting agencies.

Hot and cold breakfasts, lunches with ½ pint of milk, and snacks conforming to the USDA Child Care Meal pattern will be provided. All meals will meet Federal and State requirements for Child Care Meals and snacks. Milk provided will be ½ pints of homogenized, low fat and non-fat.

The Anaheim Union High School District agrees to adhere to the California Uniform Retail Food Facilities Law (CURFFL) and will maintain current county permits for food preparation facilities.

The Anaheim Elementary School District will indemnify and hold the Anaheim Union High School District and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the Anaheim Union High School District.

The Anaheim Elementary School District will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$2,000,000 for each occurrence and will provide the Anaheim Union High School District with a certificate evidencing insurance in the amount, naming the Anaheim Union High School District as an additional insured and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to the Anaheim Union High School District.

The daily number of breakfasts, lunches, milk, and snacks received from the Anaheim Union High School District will be the number that will be charged for. Any difference in the number of meals delivered and the number served will be the responsibility of the Anaheim Elementary School District.

This Agreement may be canceled by either agency within one (1) year written notice.

ANAHEIM ELEMENTARY SCHOOL DISTRICT agrees:

1. To enter into meal agreements as needed with the California State Department of Education, Child Nutrition & Food Distribution Division and The United States Department of Agriculture.
2. To follow the policies and procedures for free and reduced-price meals as prescribed by the United States Department of Agriculture, Food and Nutrition Services.
3. To maintain records and file claims for meal reimbursements.

4. Ensure that an Agency representative is available at each site to receive, inspect and sign for the requested number of meals. This individual will verify the temperature of meals delivered.

ANAHEIM UNION HIGH SCHOOL DISTRICT agrees:

1. To prepare meals that offer a variety of appetizing and nutritious foods, and meet federal requirements for reimbursable meals that meet the preschool meal pattern.

2. To keep daily menu planning worksheets, invoices, inventories, and all other records essential to the Meal Pattern Breakfast and Lunch Programs on file for a period of five (5) years for review by the California State Department of Education, Child Nutrition Division.

3. Provide a copy of the monthly printed menus to the Anaheim Elementary School District two weeks prior to the first day of the month covered by the menu. Anaheim Union High School District reserves the right to change the menu when necessary.

4. To bill Anaheim Elementary School District, 1001 S. East St., Anaheim, CA 92805 at the end of each month for the total number of meals delivered, with payment due within thirty (30) days.

5. To provide plastic eating utensils, cups and plates.

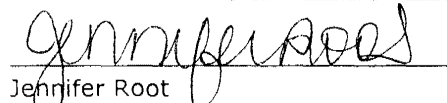
The charge for breakfast, lunch or snack is:

Breakfast - \$1.50
Lunch - \$2.50
Snack - \$.75

Recommendations for price changes will be made by March 1st each year.


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

For:
Anaheim Union High School District


Jennifer Root
Assistant Superintendent, Business Svcs.

Dated: 3/23/17

For:
Anaheim Elementary School District


David Rivera
Assistant Superintendent, Administrative Svcs.

Dated: _____

**AGREEMENT FOR PROFESSIONAL
HAZARDOUS MATERIAL ABATEMENT SERVICES
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
ENVIRONMENTAL NETWORK CORPORATION**

This Agreement (“Agreement”) is made and entered into this 14th day of April, 2017 (“Effective Date”), by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT (“District”) and ENVIRONMENTAL NETWORK CORPORATION (“Consultant”), (collectively referred to as the “Parties” and each individually as “Party”).

1. Recitals.

1.1 **Consultant.** Consultant has experience and expertise in preparing plans and specifications and providing monitoring services for hazardous materials abatement for school districts.

1.2 **District.** District desires that the Consultant provides plans and specifications for bidding and monitoring services for hazardous materials abatement for construction projects at various school sites and inspection services at all school sites within the District.

1.3 **Project.** Consultant represents itself able and, for a consideration, willing to perform the services required by the District.

2. Terms.

2.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (“**Services**”). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Consultant Qualifications. As a material term of this Agreement, Consultant represents that it has and shall maintain throughout the term of this Agreement all professional licenses and certifications required for the performance of Services as set forth herein.

2.2 **Term.** The term of this Agreement shall be for one year from April 14, 2017 until April 14, 2018 unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment for a one or two-year term at the discretion of the District. Should the Parties agree to extend the term of this Agreement, the fee for services described in Exhibit "B" shall remain the same pending negotiation between the Parties.

2.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. District retains Consultant on an independent contractor basis, and Consultant is not an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control.

(b) Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Consultant shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Consultant with a copy of the prevailing rates of per diem wages. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. If the District is utilizing funds derived from the Kindergarten-University Public Education Facilities Bond Act for this Project, it is required to enforce the District's Labor Compliance Program ("LCP"). The Consultant shall abide by the District's LCP, if applicable.

(c) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of District and any and all applicable regulatory State agencies, and shall be the property of District.

(d) Reports. Consultant shall provide the District with copies of all reports required to be submitted to applicable regulatory State agencies to District, whether or not such reports must be submitted to the District.

(e) Services Authorization. Consultant shall obtain from District a work authorization for the Project. Such work authorization shall reiterate Consultant's duties outlined herein. The work authorization shall be written in the amount set forth in Exhibit "B."

(f) Maintenance of Any Construction Records. Consultant shall maintain complete and accurate testing and inspection records with respect to all records related to the Project. These records shall be maintained by Consultant and made available at all reasonable times during any period which services are provided for the Project and for five (5) years from the Effective Date of this Agreement.

(g) Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

(h) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(i) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all California Code of Regulations Title 24 and Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(j) Insurance.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as

required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/\$2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer waives all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(v) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by District if requested. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(k) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(l) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all Services. Consultants Project Team is identified on Exhibit "C". Should Consultant

fail to adequately staff the Project and/or maintain appropriate license and certifications throughout the term of this Agreement, the District may, at its sole discretion, retain third-party services and back charge Consultant for all third party fees.

2.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “B” attached hereto and incorporated herein by reference. Extra Services may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. Invoices shall be submitted monthly, by the 10th of the month for services provided in the immediately preceding month, and include a breakdown of charges and records of acceptance of services performed. For hourly services, there shall be no minimum level of effort hours per service. Separate invoices shall be submitted for each Project, each Service Authorization, and each Purchase Order, as applicable. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(b) Invoice Documentation. The Consultant shall submit the following information and documentation as part of all invoices:

- (i) Location (School Name)
- (ii) Project Description (Project Name)
- (iii) Project Number
- (iv) Service Authorization Number
- (v) Purchase Order Number (Refer to the Purchase Order sent directly to the Consultant from District Purchasing Department.)
- (vi) For task performed: date, task description, duration (if an hourly charge) and name of staff performing task.
- (vii) For each sample tested: sample identification, description of test performed, date sample obtained, date tested and test report.
- (viii) Copies of field reports for services performed at site during the invoice period. Field reports shall include date, start time and finish time for each staff member providing services at the site.
- (ix) Copies of test reports for tests performed at the site or in a laboratory during the invoice period.
- (x) Copies of draft and final reports, and other deliverables required by this Agreement.

Failure to provide the required information and documentation will cause an invoice to be deemed unacceptable. When the required information is not provided with an invoice the invoice will be returned for correction, and the documentation will be requested in writing. Processing of invoices will proceed when the required information and documentation are provided and deemed acceptable.

(c) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

(d) Extra Services. At any time during the term of this Agreement, District may request that Consultant perform Extra Services. As used herein, "Extra Services" means any Services which are determined by District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Services without written supplemental work authorization from District.

2.5 **Maintenance of Accounting Records**. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

2.6 **General Provisions**.

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

ENVIRONMENTAL NETWORK CORPORATION
16700 Valley View Ave, Suite 100
La Mirada, CA 90638
Attn: Bill Bohning

DISTRICT:

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way
Anaheim, CA 92801
Attn: Facilities Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation,

immediately upon completion of the term of this Agreement as directed by District. Should District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

(g) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with legal counsel of District's choice), indemnify and hold the District, its Board, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to negligent acts, errors and omissions or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. The only limitation upon Consultant's duty to indemnify and hold harmless the District, its Board, officials, officers, employees, volunteers and agents shall be for the sole negligence or willful misconduct of the District, its Board, officials, officers, employees, volunteers and agents. Consultant shall reimburse the District and its Board, directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Board, directors, officials, officers, employees, agents or volunteers.

(h) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements

(i) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Los Angeles, State of California.

(j) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(k) District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

(l) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of District.

(m) Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.

(n) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(o) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(p) Conflict of Interest. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(q) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Disabled Veteran Business Enterprise ("DVBE") program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(r) Fingerprinting Requirements. The District has considered the totality of the circumstances concerning the Services to be performed hereunder and has determined that the Consultant and Consultant's employees are (check one):

 X Subject to the requirements of Education Code section 45125.2 which requires that the Consultant, at its own expense, (1) install a physical barrier to limit contact with students by Consultant, Consultant's employees and subconsultants, or (2) provide for the continuous supervision and monitoring of the Consultant, Consultant's employees and subconsultants by an employee of the Consultant who has received fingerprint clearance from the California Department of Justice, or (3) provide for the surveillance of the Consultant, Consultant's employees and subconsultants by a District employee.

____ Not subject to the requirements of Education Code section 45125.2 but shall, at Consultant's own expense be subject to the following preventative measures: (1) Consultant shall maintain a list of it's employees and subconsultant that will

perform work at the location of the Services as set forth in the Scope of Services, indicating which employees and subconsultant shall be at each location, if more than one location, on each day of Services; (2) Consultant, Consultant's employees and subconsultants shall not change the site of Services without first contacting the Consultant so that Consultant may update its records; and (3) Consultant, Consultant's employees and subconsultants shall not use student restroom facilities; and (4) If Consultant, Consultant's employees and subconsultants find themselves alone with one or more students, Consultant, Consultant's employees and subconsultants shall immediately contact the school office and request that a member of the school staff be assigned to the Services location.

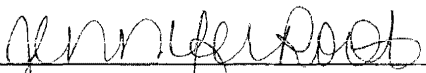
By its signature hereunder, Contractor agrees with the District's above determination and agrees to comply and to ensure that all of its subconsultants comply with the requirements herein.

(s) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(t) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

ANAHEIM UNION HIGH SCHOOL DISTRICT

ENVIRONMENTAL NETWORK CORP

By: 
Name: Jennifer Root
Title: Assistant Superintendent Business

By: _____
Name: Bill Bohning
Title: Vice President

95-4741876
Federal Tax I.D. Number

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide the services set forth herein, as well as any incidental services necessary for the full and adequate completion of Services in strict accordance with all applicable local, state and federal laws rules and regulations, including but not limited to, the State Building Code, California Code of Regulations, including but not limited to Title 24, and instructions included herein.

Inspection Services

- Review existing Inspection Reports
- Conduct a 6-month inspection at all District sites as required by EPA/AHERA and provide a written report in hard copy and an electronic file in a pdf format or other format acceptable to the District.
- Conduct a 3-year inspection at all District sites as required by EPA/AHERA and provide a written report in hard copy and an electronic file in a pdf format or other format acceptable to the District.

Construction Services

Phase I:

- Review plans and specifications for proposed construction activities and any existing documentation relative to the presence of hazardous material present.
- Survey and inspect the areas to be disturbed by the proposed construction activities and sample material suspected to be asbestos-containing or have lead present.
- Conduct on site tests and laboratory analysis of surfaces suspected to contain lead. Tests and analyses shall be conducted in accordance with but not limited to: Federal, State and local rules and regulations. Lead samples will be analyzed using either inductively-coupled plasma, atomic emission spectroscopy (ICP-AES), or atomic absorption spectroscopy (AAS).
- Conduct laboratory analysis of material samples suspected to be asbestos containing. Laboratory analysis will be in accordance with but not limited to: Federal, State and local rules and regulations, USEPA/600/R-93/116, "Interim Method of the Determination of Asbestos in Bulk Insulation Materials," 40 Code of Federal Regulations (CFR) Part 763, Subpart E. Appendix E, Section 285.323 (1) of the National Institute of Standards and Technology (NIST) Handbook 150.

Phase II:

- Prepare engineering assessment reports documenting the findings resulting from inspection/surveys, test, and laboratory analyses and recommendations regarding abatement or other proposed procedures.

- Prepare scope of work and technical specifications for asbestos and lead abatement for inclusion with construction documents for procurement purposes. Remediation/abatement specifications shall be provided using the CSI 16 Division Master Format.
- Prepare an independent cost estimate and development of bid alternates.
- Provide assistance with bidding and awarding of construction contract.

Phase III:

- Monitor abatement work activities for compliance with all applicable laws and regulations and the contracted scope of work and the specifications, including additional material sampling, testing, and air sampling and testing during abatement operations.
- Review and exercise acceptance/approval action on submittals required by the abatement specifications.
- Prepare and maintain daily reports and logs of monitoring, sampling and testing, and disposition of material manifests. Prepare close out reports at the completion of abatement activities. Copies of all reports/records will be provided to the District, both in paper and electronically.

General Requirements/Procedures

DOCUMENTATION: All reports and documentation will be submitted daily or as individual occurrence reports of hazardous material abatement testing results and activities to the District both in paper and electronic file. Paper communication may be by facsimile or hand delivered.

SAMPLING PROTOCOL: (Including but not limited to) **OSHA PERSONAL SAMPLING:** The Consultant shall perform OSHA sampling on their staff when required.

ASBESTOS CLEARANCE PROTOCOL: Clearance air samples will be analyzed using transmission electronic microscopy (TEM) in accordance with the methodology described in the 1987 EPA rule, "Asbestos-Containing Materials in Schools", and 40 CFR Part 763, Subpart E, Appendix A.

POST CONSTRUCTION LEAD SAMPLING: Composite wipe sampling shall be performed by the Consultant prior to releasing areas to the general public. These areas shall not be released until samples taken meet HUD June 1995 standards or the most current.

MONITORING PROTOCOL: During abatement operation, work shift perimeter air monitoring of all contained work areas is required. This includes sampling the decontamination clean room and the negative air unit(s) exhaust. Note: Negative air units shall not be exhausted within the District's buildings without the prior written permission of the District. If required by law and approved in writing by District, or under District direction, the Consultant shall be physically present at the worksite whenever the contractor is performing abatement.

MANIFESTING OF WASTE: The Consultant is the on-site representative of the District overseeing the abatement operation. The Consultant shall verify and sign all forms required for

the manifesting, transporting and disposal of hazardous or regulated waste. The District reserves the right to recover monies from the Consultant for fines levied by the State of California upon the District due to incomplete or improperly completed forms.

FINAL REPORT: Within thirty days of Completion of a monitoring project the Consultant shall submit two copies of the final report to the District. Final payment will not be made until these reports are received and accepted. A penalty of \$50.00 will be accessed for every calendar day the report is late after the 30 day period.

EXHIBIT "B"
COMPENSATION FOR SERVICES
[INSERT FEE SCHEDULE]

IX. FEES

The following is a schedule/table of hourly rates, description, a percentage fee for each construction project related service, and a fixed fee for inspections services with a detailed breakdown for itemized services listed and requested in the RFP.

A. ASBESTOS/LEAD/CIH ENVIRONMENTAL SERVICES (HOURLY RATES)

Classification – Description of Services	Hourly Rates	Overtime/ Holiday Rates
CAC/Sr. Project Manager - Expert Witness, Building Inspections, Project Design, Project Monitoring, Project Management, Report Draft, Remediation/Abatement plans, Specifications	\$85.00	\$125.00
CIH/CAIH – Expert Witness, Indoor Air Quality, Inspections, Remediation Plans, Mold surveys, Report Draft	\$100.00	\$150.00
Project Manager/Project Designer/DHS Project Designer – Project Design, Specifications, Remediation Plans, Project Design, assessment.	\$65.00	\$85.00
Certified Asbestos Consultant/Site Surveillance Tech/Field Technician – Onsite inspections, onsite monitoring, clearance sampling, hazardous materials inspections.	\$55.00	\$70.00
DHS Project Monitor/Inspector/Assessor (Lead) – Onsite Inspections, assessment, Negative Exposure assessment, Risk assessment, Clearance sampling	\$55.00	\$70.00

B. ASBESTOS/LEAD/MOLD SAMPLE ANALYSIS

Sample Analysis (fees per sample)	72-Hours	48-Hrs	24-Hrs	8-Hr Rush
Bulk Sample Analysis (PLM)	\$7.50	\$8.50	\$9.00	\$10.00
PCM Analysis Air Sample/Clearance/Onsite (Included in daily monitoring rate)	\$0.00	\$0.00	\$0.00	\$0.00
TEM AHERA Analysis Air Sample/EPA Level II	\$75.00	\$85.00	\$95.00	\$125.00
Paint Chip Analysis (SW-846-3050 B)	\$15.00	\$18.00	\$25.00	\$50.00
Lead Air Samples (NIOSH 7082)	\$15.00	\$18.00	\$25.00	\$50.00
Lead Dust Wipe/Area Clearance Wipe (SW-846-7420)	\$15.00	\$18.00	\$25.00	\$50.00
Lead Soil/Water/Waste Water Analysis	\$15.00	\$18.00	\$25.00	\$50.00
XRF Testing Equipment (Lead)	N/A	N/A	N/A	\$200.00/Day
TTLC (waste characterization)	\$20.00	\$22.00	\$35.00	\$60.00
STLC (waste characterization)	\$105.00	N/A	N/A	N/A
TCLP (waste characterization)	\$105.00	N/A	N/A	N/A
Microbiology – Air-O-Cell, Spore trap	\$65.00	\$70.00	\$75.00	\$100.00
Microbiology – Tape Lift, Swab, bulk	\$65.00	\$70.00	\$75.00	\$100.00

1. **Mandated 6-Month AHERA Periodic Surveillance**

ENCORP is pleased to submit the following proposal to conduct an AHERA 6-Month Periodic Surveillance inspection for the entire ANAHEIM UNION HIGH SCHOOL DISTRICT.

- a. Our California Certified Asbestos Consultant/Site Surveillance Technician will perform the following:
 - i. Review of most current district 6-Month Surveillance Report. Document and record all information into ENCORP standard AHERA Database.
 - ii. Submit a timetable showing proposed dates for inspection at each site so that proper notification can begin
 - iii. Visually re-inspect and reassess under section 763.88 the condition of all friable known or assumed ACM.
 - iv. Visually re-inspect all materials that were considered nonfriable ACBM and touch the material to determine whether it has become friable since the last inspection.
 - v. Assess the condition of newly friable material.
 - vi. Record the date of the inspection, the name of the person conducting the inspection, and any changes in the condition of the material.
 - vii. Submit the report to the designated person for inclusion into the management plan for that site.
 - viii. File all reports in the Management Plan at each site. ENCORP will make necessary corrections to the existing management plans as required.
 - ix. Prepare an executive summary providing the district with detail materials, locations needing attention and recommendations.
 - x. Provide District with update report binders for each school site.

- b. Price to perform 6-Month AHERA Periodic Surveillance:... **\$8,500.00**

1. **Mandated 3-Year AHERA Re-Inspections**

ENCORP is pleased to submit the following proposal to conduct an AHERA 3-Year Re-inspection for the entire ANAHEIM UNION HIGH SCHOOL DISTRICT.

- a. Our California Certified Asbestos Consultant/Site Surveillance Technician will perform the following:
 - i. Review of most current district 6-Month Surveillance Report.
 - ii. Submit a timetable showing proposed dates for inspection at each site so that proper notification can begin
 - iii. Visually re-inspect and reassess under section 763.88 the condition of all friable known or assumed ACM.
 - iv. Visually re-inspect all materials that were considered nonfriable ACBM and touch the material to determine whether it has become friable since the last inspection.
 - v. Assess the condition of newly friable material.
 - vi. Record the date of the inspection, the name of the person conducting the inspection, and any changes in the condition of the material.
 - vii. Submit the report to the designated person for inclusion into the management plan for that site.
 - viii. File all reports in the Management Plan at each site. ENCORP will make necessary corrections to the existing management plans as required.
 - ix. Prepare an executive summary providing the district with detail materials, locations needing attention and recommendations.
 - x. Provide District with update report binders for each school site.

- b. Price to perform 3-Year AHERA Re-inspection:.....**\$9,100.00**

**AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
KNOWLAND CONSTRUCTION SERVICES**

This Amendment Agreement is made and entered into this 14th day of April, 2017 (“Effective Date”), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 (“District”), and **Knowland Construction Services**, 33 Narcissa Drive, Rancho Palos Verdes, California 90275 (“Consultant”), for DSA Inspector of Record Services.

WHEREAS, the District and Consultant entered into an agreement on May 15, 2015, setting forth the terms and conditions under which the Consultant would perform professional DSA Inspector of Record Services (“Agreement”), in connection with the District’s facilities and maintenance projects requiring inspection services (“Project” or “Projects”);

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed \$250,000;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Consultant desire to amend the Agreement;

NOW, THEREFORE, District and Consultant hereby agree to modify the Agreement with the following:

1. The authorized expenditures under this Agreement shall be increased by \$250,000 to not exceed \$500,000 in total.
2. All other terms and conditions of the Agreement shall remain in force.

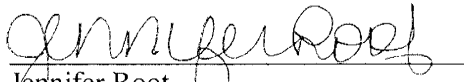
IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT

CONSULTANT

Anaheim Union High School District

Knowland Construction Services



Jennifer Root
Assistant Superintendent, Business

Christopher Knowland
President

20170302

**CALIFORNIA STATE ASSEMBLY
DISTRICT OFFICE LEASE**

LEASE COVERING PREMISES LOCATED AT:

**Gilbert West
6855 La Palma Avenue
Buena Park, CA 90620**

PREAMBLE: This District Office Lease (hereinafter called "Lease") is made and entered into this **13th** day of **April, 2017** by and between **Anaheim Union High School District** (hereinafter called "Lessor"), and the Assembly Committee on Rules, California State Assembly (hereinafter called "Rules Committee");

WITNESSETH

1. DESCRIPTION: The Lessor hereby leases to the Rules Committee and the Rules Committee hereby leases from the Lessor those certain premises described in the attached Exhibit "A", which is hereby incorporated by reference, situated in the City of **Buena Park**, County of **Orange**, State of California, (hereinafter called "Premises"). Lessor owns and operates Gilbert West, 6855 La Palma Avenue, Buena Park, CA 90620 ("School"). Lessor has determined that an approximate 1,500 square foot portion of the West Administration Space at the School ("Premises"), as more particularly described in Exhibit A to this Lease, attached hereto and incorporated herein, is surplus and not needed for school facility purposes. The Rules Committee wishes to enter into this Lease with Lessor for the purpose of using and occupying the Premises as a District Office for Assembly Member Sharon Quirk-Silva, 65th California Assembly District. Lessor wishes to enter into this Lease pursuant to California Education Code section 17453.

2. TERM AND RENEWAL OPTION:

A. LEASE TERM: The term of this Lease (hereinafter called "Term") shall commence on **June 1, 2017** (hereinafter called "Commencement Date"), and shall end on **May 31, 2019**, with such rights of termination as may be hereinafter expressly set forth.

B. OPTION TO RENEW: At the option of the Rules Committee, the Term may be extended for **(one or two)** additional two-year periods on the same terms and conditions herein. If the Rules Committee decides to exercise this option, prior to the expiration of the term then in effect, the Rules Committee shall give Lessor not less than a ninety (90) calendar day written notice of its desire to extend this Lease. Lessor shall, within thirty (30) calendar days from the receipt of such notice, inform the Rules Committee in writing as to whether the District is in agreement to extend this Lease and, if applicable, shall provide the Rules Committee with an amendment to this Lease incorporating the renewal together with any other changes agreed upon by the parties. The Lease renewal shall be on the same terms and conditions herein, except that rent shall be adjusted by the percentage change in the most recently published United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, Urban Wage Earners and Clerical Workers applicable to Los Angeles, Riverside, and Orange Counties ("Index"), compared to the latest Index to have been published at the time the term then in effect was entered into. If the Index is discontinued or changed in such a way that it is impossible to obtain a continuous measurement of price changes, the Index shall be replaced by a comparable governmental index.

3. USE:

A. The Rules Committee shall have the right to use and occupy the Premises, including the restrooms located within the Premises, as specified in Exhibit A___, as well as the parking spaces, as specified in Exhibit _A___, solely for the purpose identified above. The Rules Committee shall not be entitled to use of any common space at the School beyond the Premises and the designated parking spaces, unless the Rules Committee obtains Lessor's prior written consent.

B. The Rules Committee, at no cost to Lessor, shall be solely responsible for obtaining any and all public agency permits, licenses, and/or approvals necessary for the use of the Premises for the purpose identified above. Performance by the Rules Committee under this Lease shall be conditioned upon approval and issuance of all governmental permits, licenses, and/or approvals necessary to enable the Rules Committee to use the Premises for the purpose identified above.

C. The Rules Committee agrees to maintain the Premises in good condition and shall comply with all applicable laws and regulations relating to the Rules Committee's use of the Premises, as stated in Section _1___.

D. Lessee shall not use, or permit any other person or entity to use, the Premises, or any part thereof, for any purpose that may unduly interfere with any classes or activities being conducted at the School, or that may materially damage or harm the Premises or any improvements on or adjacent thereto, diminish the image or attractiveness thereof, or constitute waste, nuisance, or public annoyance.

E. Upon expiration or earlier termination of this Lease, the Rules Committee shall surrender the Premises to Lessor in the same condition as when received, ordinary wear and tear excepted, and except for the alterations provisions in Section _13___.

4. EARLY TERMINATION: Except as otherwise provided by this paragraph, either party may terminate this Lease by giving written notice to the other party at least sixty (60) days prior to the date when the termination is to become effective. In the event of the death, resignation, failure to be reelected or other termination of service of **Assemblywoman Sharon Quirk-Silva** as a Member of the Assembly, or if, due to reapportionment, the Premises are no longer located in said Member of the Assembly's district, the Rules Committee may, at its option, terminate this Lease by providing thirty (30) days' notice thereof.

A. This Agreement shall immediately terminate if the Rules Committee utilizes the Premises for any purpose other than that specified in Section _1___.

B. Should either party default in the performance of this Lease, or breach any covenant, condition, or restriction herein provided, and should such default or breach continue uncured for a period of thirty (30) calendar days after written notice thereof to the defaulting or breaching party in the manner prescribed in Section _7___, the non-defaulting or non-breaching party may, at its option, terminate this Lease by giving the defaulting or breaching party written notice thereof. The defaulting or breaching party shall not be deemed to have defaulted or breached this Lease if the defaulting or breaching party's obligation requires more than thirty (30) calendar days for performance, and the defaulting or breaching party commences to perform within the thirty (30) calendar day period and afterwards diligently and completely cures any default or breach.

C. Lessor may terminate this Lease if the Premises are needed for school purposes by giving the Rules Committee at least a sixty (60) calendar day written notice in the manner prescribed by Section _7___.

D. Except for alterations, as discussed in Section _13___, all property that the Rules Committee abandons upon expiration or earlier termination of this Lease by failure to remove said property within thirty (30) calendar days after the expiration or earlier termination of this Lease shall become Lessor's property.

4a. RENT: The total amount to be paid (hereinafter called "Rent") by the Rules Committee is **Three Thousand Dollars and 00/100 (\$3,000.00)** for **1,500** square feet. Rent shall be payable on or before the tenth (10th) day of each month during the Term.

The obligation of the Rules Committee to pay amounts due under this Lease is contingent upon the appropriation and approval of funds for that purpose. Any Rent that is not paid under this paragraph for that reason shall be paid by the Rules Committee as soon as funds are appropriated and approved for that purpose.

Rent due for any period of time less than one month shall be determined by prorating the Rent based on the number of days in the month. Rent shall be paid to Lessor at the address specified in Paragraph 7 or to any other address as the Lessor may designate by written notice to the Rules Committee.

5. OCCUPANCY:

A. CONDITION OF PREMISES: The Rules Committee represents and warrants that the Rules Committee has made a thorough and complete inspection of the Premises and finds the Premises to be in good order, condition, and repair. The Rules Committee hereby accepts the Premises in their present condition, except that Lessor shall, prior to the Commencement Date, at Lessor's sole cost and expense, remodel the front counter of the Premises in order to bring it into compliance with the American With Disabilities Act, and mark the designated parking spaces as "Reserved," per Exhibit B ("Lessor's Work"). Lessor does not make any representation or warranty, express or implied, as to the condition of the Premises or as to the use or occupancy of the Rules Committee. Lessor shall not be responsible for any latent defect in, or change of condition of, the Premises.

B. RENT NOT DUE UNTIL PREMISES READY FOR OCCUPANCY: Except as specifically stated otherwise in this Lease and subject to Paragraph 5.D below, no Rent shall accrue or otherwise be due, nor shall the Rules Committee have any obligation to perform the covenants or observe the conditions herein contained, until the later of either the Commencement Date or the date when Lessor makes the Premises ready for occupancy in accordance with the provisions of this Lease.

C. EARLY OCCUPANCY: The Rules Committee, upon receiving notification by Lessor that the Premises are ready for occupancy, may elect to occupy the Premises prior to the Commencement Date on the earliest practical date. The Rent due for the early occupancy period shall be determined by prorating the Rent in Paragraph 4 based on the number of days in the month.

D. DELAYED OCCUPANCY: If the Premises are not completed and ready for occupancy by the Rules Committee within fifteen (15) days after the Commencement Date, the Rules Committee may, at its option and in addition to any other remedies it may have, terminate this Lease and be relieved of any further obligations thereunder, providing that a fair and reasonable allowance for any of the following delays shall be added to the time for completion:

(1) Acts of the Rules Committee, its agents or employees, or those claiming under agreement with or grant from the Rules Committee.

(2) The acts of God which Lessor could not reasonably have foreseen or guarded against.

(3) Any strikes, boycotts, or like obstructive actions by employees or labor organizations which are beyond control of Lessor, and which cannot be reasonably overcome.

(4) Restrictive regulations by the federal government which are enforced in connection with a national emergency.

It is understood by all parties hereto that it shall be the Lessor's responsibility to remove any prior tenant of the Premises.

6. PREPAYMENT DISCOUNT: Intentionally left blank.

7. NOTICES: All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and delivered personally or (3) business days after deposited in the United States Postal Service, certified and postage prepaid, and addressed as follows:

To the Lessor:

Anaheim Union High School District
ATTN: Jennifer Root, Assistant Superintendent, Business
501 Crescent Way
P.O. Box 3520
Anaheim, CA 92803

Telephone: 714-999-3555
Facsimile: 714-520-5741

Federal ID #: _____ Corporate: ___ Individual: ___ Other: _____

To the Rules Committee:

Assembly Committee on Rules
California State Assembly
1020 N Street, Room 300
Sacramento, CA 95814

Telephone: (916) 319-3709
Facsimile: (916) 319-3720

All notices and correspondence shall reference the Rules Committee and the address of the Premises.

Rent warrants shall be made payable to:

Lessor, and mailed to above address.

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

8. COMPLETION AND COMPLIANCE WITH PLANS AND SPECIFICATIONS: Lessor agrees that, prior to **June 1, 2017**, at Lessor's sole cost and expense, all required construction, improvements, and/or alterations, if any, will be completed and the Premises made ready for occupancy in full compliance with Exhibit "B," consisting of **(1)** sheet titled "Lessor's Work." This is hereby incorporated by reference. Lessor shall notify the Rules Committee of the date the Premises will be completed and ready for occupancy at least **(5)** days prior thereto. Occupancy of the Premises by the Rules Committee shall not relieve Lessor in any respect from full compliance with aforesaid Exhibit "B." It is further understood and agreed that any installation not in conformity with Exhibit "B" shall be immediately corrected by the Lessor at Lessor's sole cost and expense. In the event Lessor shall, after notice in writing from the Rules Committee requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, fail, refuse, or neglect to remedy the condition within thirty (30) days, the Rules Committee may terminate this Lease without further obligation, or as to such specified condition, at its option and in addition to any other remedy the Rules Committee may have, withhold Rent due and bring the Premises into conformity with Exhibit "B" at its own cost, including service costs of the Rules Committee, if any, and deduct the amount thereof from the Rent that may then be or thereafter become due.

9. ASBESTOS: Lessor hereby warrants and guarantees that the Premises leased to the Rules Committee will be operated and maintained free of hazard from Asbestos-Containing

Construction Materials (ACCM), as that term is defined in Labor Code Section 6501.8. Lessor also agrees that, should the Rules Committee elect to exercise its right under Paragraph 13 of this Lease, any cost related to abatement or hazard from asbestos shall be the Lessor's responsibility.

10. PARKING: Lessor, at Lessor's sole cost and expense, shall clearly mark **(10)** parking spaces assigned to the Rules Committee. Parking spaces shall be arranged and maintained so as to provide unobstructed access to each parking space at any time. The Rules Committee shall not use the School's remaining parking spaces except upon Lessor's prior written consent.

10a. ENTRANCE: The Rules Committee and its employees, agents, representatives, contractors, subcontractors, and visitors shall use the designated entrance shown on Exhibit A to enter the Premises and not the regular entrance to the School.

11. SERVICES, UTILITIES AND SUPPLIES: Lessor shall furnish to the Rules Committee during the Term, at Lessor's sole cost and expense, the following services and utilities:

- A. Janitorial services, including, but not limited to, regular cleaning of office areas and restrooms, toilet supplies, and waste disposal to maintain the Premises and building common areas in a clean, well-maintained condition.
- B. Rent to be paid by the Rules Committee to Lessor pursuant to Section __4a.__ includes the cost of the following utilities: All utilities excluding telephone, but including but not limited to (1) electricity, (2) gas service, (3) sewer, (4) trash disposal, and (5) water service, including both hot and cold water to the lavatories.
- C. **RESTROOMS:** The Rules Committee and its employees, agents, representatives, contractors, subcontractors, and visitors shall use the restrooms located within the Premises and not any of the other restrooms at the School, except upon Lessor's prior written consent.
- D. Telephone and internet service for the Premises, and the procurement and installation of such service, shall be coordinated by the Rules Committee. Telephone and internet service will operate at the Rules Committee's own expense and be under the Rules Committee's name. The Rules Committee shall not have access to the School's telephone and internet service without Lessor's prior written consent, or in the case of an emergency.

If the Lessor does not furnish any of the services or supplies described in the foregoing Paragraphs 11.A or 11.B in a satisfactory manner, the Rules Committee may furnish the same at its own cost, and, in addition to any other remedy the Rules Committee may have, may deduct the amount thereof, including service costs of the Rules Committee, from the Rent that may then be or thereafter become due.

12. COMPLIANCE WITH LAW; REPAIR AND MAINTENANCE: In addition to any other provisions of this Lease, Lessor shall at Lessor's sole cost and expense comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, including, but not limited to those requiring capital improvements to the Premises, relating to any use and occupancy of the Premises whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. During the Term, the Lessor shall maintain the Premises in good repair and tenantable condition, so as to minimize breakdowns and loss of the use of the Premises by the Rules Committee caused by deferred or inadequate maintenance, including, but not limited to:

- A. Generally maintaining the Premises in good, vermin-free, operating condition and appearance.

- B. Furnishing prompt, good quality repair of the building, common areas, equipment, and appurtenances.
- C. Furnishing repairs and preventative maintenance, including, but not limited to, elevators (if any), heating/ventilating/air conditioning equipment, plumbing, electrical (excluding Rules Committee network and telephone systems) and fixtures.
- D. Furnishing and properly replacing any inoperative light bulbs, fluorescent tubes, ballasts and starters for lighting, and filters for heating/ventilating/air conditioning equipment as required.
- E. Furnishing remedial painting as necessary to maintain the Premises in a neat, clean, and orderly condition.
- F. Annual testing and maintenance of all fire extinguishers in or adjacent to the Premises.
- G. Repairing and replacing as necessary a suitable building communications closet or other interface location from which the telephone company can access and can feed voice and data transmission to the Premises.
- H. Repairing and replacing parking lot bumpers and paving and repainting directional arrows and striping as necessary.
- I. Sweep parking areas and sidewalks; maintaining landscaped areas, including sprinklers, drainage, etc., in a growing, litter-free, weed-free, and neatly mowed and/or trimmed condition.
- J. Repairing and replacing floor covering if necessary as a result of reasonable wear and tear or as a result of damage caused by Lessor or Lessor's agents or invitees. Lessor, at Lessor's sole cost and expense, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.
- K. Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.

Lessor shall provide repair or correction of any damage except damage arising from a willful or negligent act of the agents, employees or invitees of the Rules Committee.

Except in emergency situations, the Lessor shall give not less than 48 hours prior notice to the Rules Committee and to the Premises' occupants when any pest control, remodeling, renovation, or repair work affecting the Premises may result in employee health concerns in the work environment.

If Lessor, after receipt of notice from the Rules Committee requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply with that notice within thirty (30) days, or in the event of an emergency constituting a hazard to the health or safety of the employees, property, or invitees of the Rules Committee, the Rules Committee may terminate this Lease without further obligation or may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the Rules Committee may have, may deduct the cost of such repairs, including reasonable and necessary costs incurred by the Rules Committee required for the administration of the maintenance and repair, from the Rent that may then be or thereafter become due.

13. ALTERATIONS:

- A. The Rules Committee shall have the right during the Term to make alterations, attach fixtures, and erect additions, structures, or signs in or upon the Premises, if it obtains the prior written consent of the Lessor, (including consent of the contractor that shall perform such work) and at the Rules Committee's sole expense. The consent of the Lessor shall not unreasonably be withheld. The fixtures, structures, or signs so placed in or upon or attached to the Premises under this Lease or any extension thereof shall be and remain the property of the Rules Committee and may be removed therefrom by the Rules Committee prior to the termination or expiration of this Lease or any renewal or extension thereof, or within a reasonable time thereafter. In the event of removal, the Rules Committee shall be solely responsible for the cost of removal of all such alterations it may have made, or caused to be made, on the Premises, and for any damage to the Premises, the School, or the improvements thereon resulting from such removal. The Rules Committee shall bear the cost of restoring the Premises to their condition prior to the installation of such alterations in the event of removal. Should said alterations not be removed from the Premises at the expiration or early termination of this Lease or any renewal or extension thereof, or within a reasonable time thereafter, they shall become Lessor's property, without any compensation due to the Rules Committee.
- B. In the event District shall propose capital improvements to the School, including the Premises, including, but not limited to (1) parking lot improvements, (2) the installation of solar carports, (3) landscaping, (4) restroom upgrades, (5) roofing, (6) exterior paint, (7) HVAC upgrades, (8) EMS, and/or (9) interior and/or exterior energy efficient lighting upgrades, which may temporarily adversely impact the operation and use of the Premises by the Rules Committee as authorized by this Lease, the parties agree to reasonably cooperate to find alternative temporary facilities on Lessor-owned facilities comparable to the Premises to relocate the Rules Committee until the capital improvements causing the adverse impact have been completed. Should either available comparable facility not exist or the parties are unable to agree upon such alternative facilities, either Lessor or the Rules Committee may terminate this Lease by giving the other party not less than a sixty (60) calendar day written notice in the manner prescribed by Section 7.

14. TRANSFER, ASSIGNMENT AND SUBLETTING: The Rules Committee may not sell, assign, sublet, or otherwise transfer all or any part of its interest in this Lease without the Lessor's prior written consent, which shall not be unreasonably withheld.

15. QUIET POSSESSION: The Lessor agrees that the Rules Committee, while keeping and performing the covenants herein contained, shall, at all times during the Term, peaceably and quietly have, hold, and enjoy the Premises without suit, trouble, or hindrance from the Lessor or any person claiming under Lessor.

16. INSPECTION: The Lessor or its authorized representative reserves the right to enter and inspect the Premises at reasonable times to ascertain compliance with this Lease, and to render services and make any necessary repairs to the Premises without disrupting the operations of the Rules Committee, except in cases of emergency. Lessor does not have the obligation to inspect the Premises and shall not incur any liability arising out of Lessor's failure to avail itself of the right of entry provided in this section.

17. DESTRUCTION: If the Premises are totally destroyed by fire or other casualty, this Lease shall terminate immediately. If a casualty renders 10 percent (10%) or less of the floor space of the Premises unusable for the purpose intended, Lessor shall effect restoration of the Premises as quickly as is reasonably possible, but in any event within ninety (90) days. If the Premises are not

completely restored by the Lessor within that ninety-day period, the Rules Committee may, at its option, terminate the Lease.

If a casualty renders more than 10 percent (10%) of the floor space unusable for the purpose intended, but does not totally destroy the Premises, Lessor shall forthwith give notice to the Rules Committee of the specific number of days required to repair all of the damage. Within ten (10) days of receipt of the notice of the Lessor, the Rules Committee, at its option, and in addition to maintaining occupancy, may terminate this Lease or, upon notice to Lessor, may elect to permit Lessor to completely restore the Premises within the time period specified by the Lessor, or may elect to undertake the repairs itself, deducting the cost thereof from the Rent due or to become due under this Lease and any other Lease between Lessor and the Rules Committee.

In the event the Rules Committee remains in possession of the partially destroyed Premises, the Rent as herein provided shall be reduced by the same ratio as the net square feet the Rules Committee is thus precluded from occupying bears to the total net square feet of the Premises. "Net square feet" shall mean actual inside area and shall not include public corridors, stairwells, elevators, and restrooms.

The Rules Committee or its agent has the right to enter the destroyed or partially destroyed Premises only insofar as such entrance has been deemed safe by the appropriate public authorities (e.g., police or fire department), which shall also identify an appropriate route for the Rules Committee or its agent to access the Premises.

18. INDEMNITY:

A. The Rules Committee agrees to indemnify, hold harmless and defend Lessor, its officers, employees, representatives and agents from any and all liability, claims, demands, actions, damages, costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Lease performed by the Rules Committee or its agents, employees, or other persons acting on the Rules Committee's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which the Rules Committee or its agents, employees, or other persons acting on the Rules Committee's behalf would be held strictly liable.

B. Lessor agrees to indemnify, hold harmless and defend the Rules Committee, its officers, employees, representatives and agents from any and all liability, claims, demands, actions, damages, costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Lease performed by Lessor or its agents, employees, or other persons acting on Lessor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Lessor or its agents, employees, or other persons acting on Lessor's behalf would be held strictly liable.

19. INSURANCE: The Rules Committee represents that, as an entity of the State of California, it is self-insured against damages, injury and other forms of liability. Lessor or other parties shall not be named as an additional insured therein.

20. PREVAILING WAGE PROVISION: Lessor shall cause to be paid to each worker, in the performance of the construction, maintenance, or service, including janitorial service, required by this Lease, whether employed directly by Lessor or otherwise, the rate of wages generally prevailing for the worker's skills or trade in the area in which the Premises are located.

21. FAIR EMPLOYMENT PRACTICES: During the performance of this Lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, or physical or mental disability, nor shall they discriminate unlawfully against any employee or

applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall ensure that the evaluation and treatment of employees and applicants for employment are free of that discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Pt. 2.8 (commencing with Sec. 12900), Div. 3, Title 2, Gov. C.), the regulations promulgated thereunder (Div. 4 (commencing with Sec. 7285.0), 2 Cal. Code Regs.), the provisions of Article 9.5 (commencing with Section 11135) of Chapter 1 of Part 1 of Division 2 of Title 2 of the Government Code, and the regulations adopted to implement that article.

22. DVBE PARTICIPATION REQUIREMENT: Lessor is not a State agency and is not required by law to comply with State's Disabled Veterans Business Enterprise (DVBE) participation goals under Article 1.5 (commencing with Section 10115) of Chapter 1 of Part 2 of Division 2 of the Public Contract Code. Notwithstanding the foregoing, Lessor agrees that with respect to contracts for goods and services entered into by Lessor specifically regarding the Premises, Lessor shall make good-faith efforts to comply with those participation goals. The obligations contained within this paragraph shall continue throughout the duration of this Lease.

23. SERVICE COMPANIES: Within fifteen (15) days after occupancy of the Premises by the Rules Committee, Lessor shall provide the Rules Committee with the name, address, and telephone number of an agency or person convenient to the Rules Committee as a local source of service with regard to Lessor's responsibilities under this Lease as to repairs, maintenance, and servicing of the Premises and any or all related equipment, fixtures, and appurtenances.

24. SERVICE CREDIT: Lessor agrees that the Rent provided under the terms of Paragraph 4a. is based in part upon the costs of services, utilities, and supplies to be furnished by Lessor pursuant to Paragraph 11 hereof and that should the Rules Committee vacate the Premises prior to the end of the Term, or, if after notice in writing from the Rules Committee, all or any part of such service, utilities, or supplies for any reason are not used by the Rules Committee, the monthly rental as to each month or portion thereof in which such services, utilities, or supplies were not used by the Rules Committee shall be reduced by an amount equal to the average monthly costs of such unused services, utilities, or supplies during the six-month period immediately proceeding the first month in which such services, utilities, or supplies were not used.

25. HOLDING OVER: In the event the Rules Committee remains in possession of the Premises after the expiration of the Term or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days' notice of termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

26. SURRENDER OF POSSESSION: Upon termination or expiration of this Lease, the Rules Committee will peacefully surrender to the Lessor the Premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the Rules Committee has no control or for which Lessor is responsible pursuant to this Lease. The Rules Committee shall have no duty to remove any improvements or fixtures placed by it on the Premises or to restore any portion of the Premises altered by it, except in the event the Rules Committee elects to remove any improvements or fixtures and removal causes damage or injury to the Premises, and then only to the extent of any damage or injury.

27. TIME OF ESSENCE, BINDING UPON SUCCESSORS: Time is of the essence of this Lease, and the provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

28. NO ORAL AGREEMENTS: It is mutually understood and agreed that no alterations or variations of the terms of this Lease shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

29. FINGERPRINTING REQUIREMENTS: The Rules Committee and its employees, agents, representatives, contractors, and subcontractors shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of individuals who may have contact with Lessor's pupils. The Rules Committee and its employees, agents, representatives, agents, contractors, and subcontractors who may have contact with Lessor's pupils shall be required to complete the Fingerprinting Certification attached hereto as Exhibit C prior to the Rules Committee's use and occupancy of the Premises.

30. RELATIONSHIP BETWEEN THE PARTIES: Nothing contained in this Lease shall be construed to render Lessor a partner, joint venture, or associate in any relationship or for any purpose with the Rules Committee, other than that of lessor and lessee, or as creating a relationship of employer and employee, or principal and agent, between Lessor and the Rules Committee or any of the Rules Committee's employees, agents, representatives, contractors, or subcontractors. The Rules Committee exclusively assumes responsibility for the acts or omissions of its employees, agents, representatives, contractors, subcontractors, and visitors as they relate to services provided during the course and scope of their relationship with the Rules Committee.

31. WAIVER: The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants in this Lease shall not be deemed a waiver of any right or remedy that either party may have, and shall not be deemed a waiver of any right or remedy for a subsequent default or breach of any terms, conditions, or covenants contained in this Lease. An actual waiver by either party of a default or breach by the other party of any of the terms, conditions, or covenants contained in this Lease shall not be construed as a waiver of any succeeding default or breach of any covenants, terms, or conditions hereof.

32. GOVERNING LAW: This Lease shall be construed and enforced in accordance with the laws of the State of California.

33. AUTHORITY: Each person executing this Lease on behalf of Lessor and the Rules Committee hereby represents and warrants his or her authority to execute this Lease on behalf of that party, that such authority has been duly and validly conferred by that party, and that Lessor or the Rules Committee, as appropriate, has the full right and authority to enter into this Lease.

34. AMENDMENT: Any amendment or other modification to this Lease must be in writing and executed by both parties.

35. SEVERABILITY: If any term, condition, or covenant contained in this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

36. COUNTERPARTS: This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date first above written.

LESSOR:

LESSEE:

ANAHEIM UNION HIGH SCHOOL DISTRICT

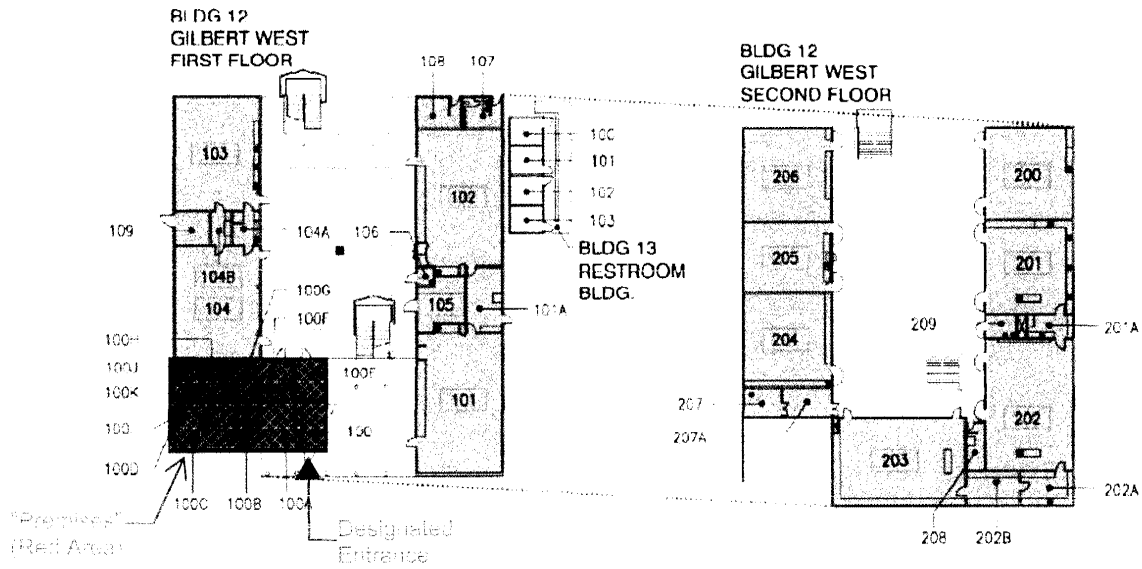
**ASSEMBLY COMMITTEE ON RULES
CALIFORNIA STATE ASSEMBLY**

**BY _____
JENNIFER ROOT
ASSISTANT SUPERINTENDENT
BUSINESS**

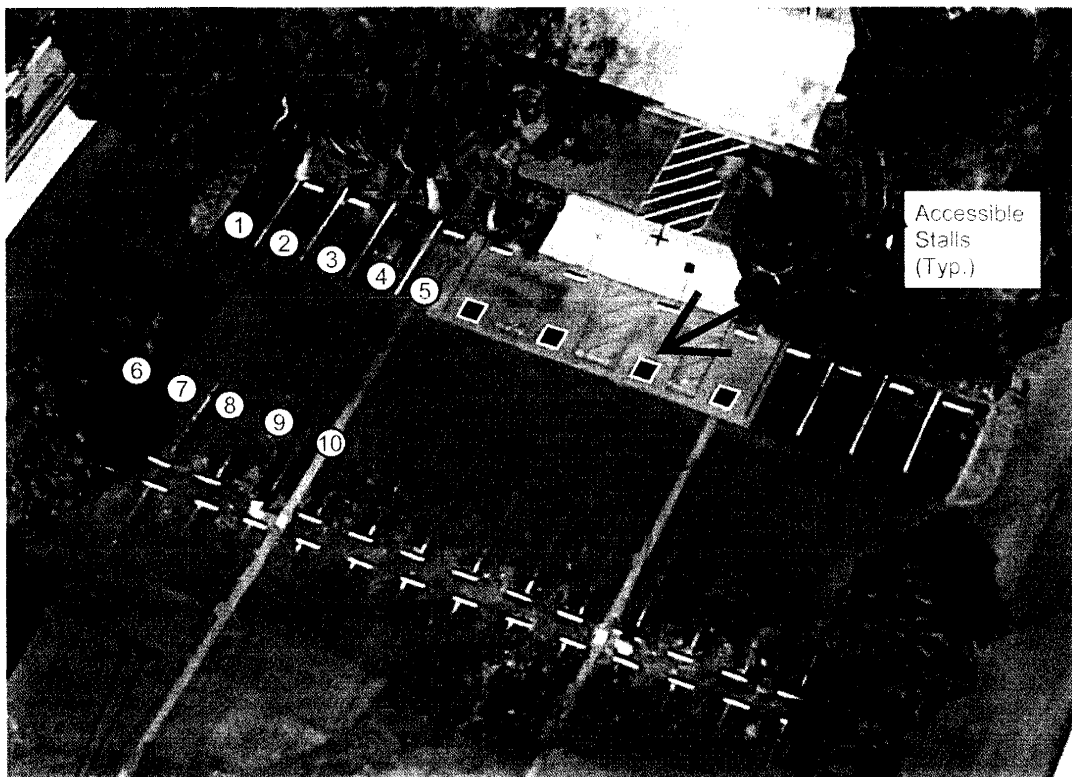
**BY _____
DEBRA GRAVERT
CHIEF ADMINISTRATIVE OFFICER
ASSEMBLY COMMITTEE ON RULES**

EXHIBIT A
(PREMISES)

FLOOR PLAN OF PREMISES



DESIGNATED PARKING STALLS
(See Designated Parking Stall Numbers)



**EXHIBIT B
LESSOR'S WORK**

The Lessor agrees to provide to Lessee the following construction, improvements, and/or alterations prior to taking possession of the Premises at **6855 La Palma Avenue, Buena Park, CA 90620**:

1. Remodeling the front counter to bring it into compliance with the American with Disabilities Act
2. Mark the designated parking spaces as "Reserved".

EXHIBIT C:
FINGER PRINTING REQUIREMENTS

CERTIFICATION

With respect to the lease agreement dated _____, 2017 by and between Anaheim Union High School District, a California public school district ("District"), and the Assembly Committee on Rules, California State Assembly ("Lessee"), Lessee hereby certifies to District's governing board that Lessee has completed the criminal background check requirements of Education Code section 45125.1 and that none of Lessee's employees who may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Lessee's Representative _____ Date _____

LESSEE EXEMPTION

Pursuant to Education Code section 45122.1, the Anaheim Union High School District, a California public school district ("District") has determined that the Assembly Committee on Rules, California State Assembly ("Lessee"), is exempt from the criminal background check certification requirements of Education Code section 45125.1 with respect to the lease agreement dated _____, 2017 by and between District and Lessee ("Agreement") because:

- Lessee's employees will have limited contact with District's students during the course of the Agreement; or
- Emergency or exceptional circumstances exist.

District Official _____ Date _____

CHANGE ORDER NO.1

(Deductive)

PROJECT: Bid #2017-05 Brookhurst JHS Stormwater Drainage Improvement

TO: Pro-Craft Construction, Inc.

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE:

Work Order #001 – Delete Allowance
Delete Flex Storm Filter

COST (This cost shall be deleted.):

Original contract price:	\$ 329,000.00
Change Order amount:	\$ (6,272.83)
New contract price:	\$ 322,727.17

TIME FOR COMPLETION:

Original completion date:	74 consecutive calendar days
Time for completion of Change Order:	no change
New completion date:	74 consecutive calendar days

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

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

(continued on next page)

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

CONTRACTOR

By: 
Signature

TIMOTHY MCFAYDEN
Print Name

CEO/SEC
Title

3/22/17
Date

DISTRICT


By: _____
Signature

Print Name

Title

Date

ARCHITECT

By: 
Signature

PATRICIA NEELY
Print Name

DIRECTOR
Title

3/28/17
Date

12/20/17 10:00 AM



12/20/17 10:00 AM

Facilities Planning, Design and Construction
501 Crescent Way ~ P.O. Box 3520
Anaheim, CA 92803-3520
Tel: 714.999.3505 Fax: 714.520.5741

Project Name: Brookhurst JHS Stormwater Drainage Improvement
Project Number: 2017-05

P.O. #
DSA #: n/a

Work Order

To: *Pro-Craft Construction, Inc.*
31597 Outer Hwy 10 South #B
Redlands, CA 92373

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.

0001	Delete Allowance per line item No. 5 of the approved Schedule of Values (\$5,000.00)
0002	Delete Flex Storm Filter Refer to RFI 001 (\$1,272.83)

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 (\$6,272.83) Not to Exceed _____
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with contract unit prices

TIME:

- No Change Impact unknown at this time Impact to contract completion date is estimated at 0 days
 - Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. _____ days _____)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business		3/14/17
AUHSD Patricia Neely		3/14/17
Contractor		3/3/17
Architect		3/7/17
Project Manager		3-13-17
IOR		3-13-17

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

Quantity	Description
2	Food Cabinets

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

Quantity	Type of Equipment
11	AP 500 Point of Sale
2	Carts (Laptop)
9	Computers
1	Document Camera
13	Keyboards
51	Laptops
9	Microscopes
1	Mixer (Food-Univex 1130/0T0655)
2	Mobile Racks
14	Monitors
5	Mouse
60	Phones (Obsolete)
3	Power PK 600 Battery Unit
8	Printers
3	Projectors
2	Scanners
2	Sound Boards
6	TS 500 Tablets
1	VCR

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

Quantity	UHSD Tag	Year	Make	Vehicle ID#
1	#309	1984	GMC S-15-1/2 Ton Pick-Up	1GTBS14A98E8531113
1	#10	1987	School Bus Crown 90 Passenger	1C9EJ14A5HC102121
1	#16	1988	School Bus- Crown 90 Passenger	1C9EJ12A6JC102329
1	#24	1990	School Bus- Crown 90 Passenger	1C9BH12A7LC102390

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

Description*	Quantity	Publication Date	General Condition	Reason for Disposition	Compliant with Current Instructional Standards (Yes or No) **
HISTORY BOOKS					
Medieval and Early Modern Time	2	Outdated	Fair	Obsolete	No To be sold
Nothing But The Truth	1	Outdated	Fair	Obsolete	No To be sold
The American Journey	1	Outdated	Fair	Obsolete	No To be sold
LIBRARY BOOKS					
Various Library Books	389	Outdated	Fair	Obsolete	No To be sold
LITERATURE AND LANGUAGE BOOKS					
Literature and Language Arts	3	Outdated	Fair	Obsolete	No To be sold
MATH BOOKS					
Geometry	1	Outdated	Fair	Obsolete	No To be sold
SCIENCE BOOKS					
Life Science	1	Outdated	Fair	Obsolete	No To be sold

Physical Science	1	Outdated	Fair	Obsolete	No To be sold
*Books have been viewed by the Education Division and deemed unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction.					**If not sold, will be destroyed.

Donations
April 13, 2017

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
Cypress	Tricia Lange	Band Equipment, Band Program
Dale	Yamaha Corporation of America and Mr. Holland's Opus Foundation	Yamaha Keyboards, Music program
Kennedy	David Peters	2 Yamaha Euphoniums, Band Program

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
 BOARD OF TRUSTEES MEETING 04/13/2017

FROM 02/24/2017 TO 04/03/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K64A0254	A GOOD SIGN AND GRAPHIC COMPAN	35,000.00	35,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
K64R1222	AAA ELECTRIC MOTOR SALES	856.97	856.97	0141239081 4410	GI WEST/PLUMB/MO / EQUIPMENT -
K64R1192	AARDVARK CLAY AND SUPPLIES INC	180.69	180.69	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL &
K64M0088	ABE'S PLUMBING	6,100.00	6,100.00	0121239081 5610	WESTERN/PLUMB/MO / REPAIRS/MAINT - O/S
K64R1251	ACCURATE LABEL DESIGNS INC.	161.65	161.65	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER
K64R1257	ACCURATE LABEL DESIGNS INC.	638.82	638.82	0125140027 4410	KA/SCH ADM/SCH ADM / EQUIPMENT -
K64S0177	ACORN MEDIA	1,706.76	1,706.76	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64M0089	ACTION DOOR REPAIR CORPORATION	5,967.00	5,967.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
K64T0431	ADORAMA	1,843.50	1,843.50	0142393110 4310	VEA PERKINS STUDENT ORG OXFORD /
K64R1188	ADVANTAGE WEST INVESTMENT ENTE	635.77	635.77	0137000081 4347	SY/MO / OPERATIONS SUPPLIES - MISC
K64R1288	ADVANTAGE WEST INVESTMENT ENTE	77.26	77.26	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
K64R1328	ADVANTAGE WEST INVESTMENT ENTE	3,841.89	3,841.89	0128140027 4410	CY/SCH ADM/SCH ADM / EQUIPMENT -
K64R1330	ADVANTAGE WEST INVESTMENT ENTE	2,587.91	1,063.88	0121000081 4347	WESTERN/MO / OPERATIONS SUPPLIES - MISC
			1,524.03	0121000081 4410	WESTERN/MO / EQUIPMENT - NON-CAPITALIZED
K64C0172	AERIES SOFTWARE INC	425.00	425.00	0108108077 5210	INFO SYSTEM/DP / TRAVEL AND CONFERENCE
K64R1319	ALL AMERICAN TROPHY ENGRAVING	1,176.64	1,176.64	0153000921 4320	SP PROG/LCFF (EIA)/SUPRV INSTR / OTHER
K64R1313	AMERICAN RED CROSS	145.00	145.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
K64T0416	APPLE INC	1,738.35	812.78	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
			925.57	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
K64R1273	ARBOR SCIENTIFIC	101.93	101.93	0125035010 4310	KA/PHYSICS/INSTR / INSTRUCTIONAL MATL &
K64R1306	ATKINSON ANDELSON LOYA RUUD	450.00	450.00	0104104072 5210	CERT HR/GENL ADM / TRAVEL AND CONFERENCE
K64R1186	AWARDS BY PAUL	53.88	53.88	0125000010 4390	KA/INSTR / MEETING EXPENSE - FOOD
K64R1200	AWARDS BY PAUL	855.00	855.00	0120487010 4310	MULTIMEDIA COMPUTER TECH/INST /
K64S0162	B AND K ELECTRIC WHOLESALE	1,278.25	1,278.25	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 04/13/2017

FROM 02/24/2017 TO 04/03/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K64R1243	B AND M LAWN AND GARDEN INC	430.99	430.99	0125000081 4410	KA/MO / EQUIPMENT - NON-CAPITALIZED
K64R1266	B AND M LAWN AND GARDEN INC	2,207.76	462.25	0137000081 4347	SY/MO / OPERATIONS SUPPLIES - MISC
			1,745.51	0137000081 4410	SY/MO / EQUIPMENT - NON-CAPITALIZED
K64R1191	BARNES AND NOBLE	1,998.12	1,998.12	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
K64R1194	BARNES AND NOBLE	19.78	19.78	0120381010 4210	ANAHEIM/ECIA1/INSTR / BOOKS AND REFERENCE
K64R1196	BARNES AND NOBLE	814.11	814.11	0121041010 4210	WESTERN/ELD/INSTR / BOOKS AND REFERENCE
K64R1286	BARNES AND NOBLE	433.67	433.67	0117469021 4210	ED/EDUCATOR EFFECTIVENESS/SUPR / BOOKS AND
K64R1309	BARNES AND NOBLE	3,305.72	3,305.72	0163379010 4210	TITLE IIIA / LIMITED ENG PROF / BOOKS AND
K64R1310	BARNES AND NOBLE	1,163.70	1,163.70	0127000910 4210	KE/LCFF-CONCENTRATION/INSTR / BOOKS AND
K64R1314	BARNES AND NOBLE	616.33	616.33	0127000910 4210	KE/LCFF-CONCENTRATION/INSTR / BOOKS AND
K64C0206	BAVCO	2,433.82	2,433.82	0134239081 4410	WA/PLUMB/MO / EQUIPMENT - NON-CAPITALIZED
K64R1321	BAY ALARM COMPANY	360.00	150.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
			210.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S
K64M0083	BCT ENTERTAINMENT	3,661.61	3,661.61	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
K64R1197	BIG TOP RENTALS	1,209.05	1,209.05	0124000910 5620	LO/LCFF-CONCENTRATION/INSTR /
K64R1312	BILINGUAL DICTIONARIES INC.	1,861.51	1,861.51	0163379021 4210	TITLE IIIA / LIMITED ENG PROG / BOOKS AND
K64R1177	BLICK ART MATERIALS LLC	643.28	643.28	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL &
K64R1278	BLICK ART MATERIALS LLC	418.51	418.51	0127005010 4310	KE/ART/INSTR / INSTRUCTIONAL MATL &
K64R1279	BLICK ART MATERIALS LLC	147.98	147.98	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL &
K64C0180	BOBCAT OF LOS ANGELES INC	5,788.99	5,788.99	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
K64X0451	BONDED CLEANERS	250.00	250.00	0128008081 5560	CY/VOC MUSIC/INSTR / LAUNDRY
K64X0452	BONDED CLEANERS	600.00	600.00	0128007081 5560	CY/INS MUS/INSTR / LAUNDRY
K64R1335	BOOMERANG PROJECT	5,290.00	5,290.00	0124159510 5210	LOARA/ACCTS RECEIVABLE / TRAVEL AND
K64S0174	BREWER QUILTING AND SEWING SUP	1,340.76	1,340.76	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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K64R1304	BROAD, TERA	50.00	50.00	0123177072 5230	RISK MANAGEMENT/GEN ADMIN /
K64R1198	BUDDY'S ALL STARS INC	8,106.00	598.01	0128025040 5630	CY/ASB/ANCIL / REPAIRS/ATHLETIC EQUIPMENT
			7,507.99	0128028010 5630	CY/ATHLET/INSTR / REPAIRS/ATHLETIC
K64R1302	C.A.S.H.	970.00	970.00	0156156072 5210	FACILITIES/GENL ADM / TRAVEL AND
K64R1252	CABE	1,220.00	1,220.00	0135000910 5210	DA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
K64R1255	CABE	735.00	735.00	0120381010 5210	ANAHEIM/ECIA1/INSTR / TRAVEL AND
K64R1276	CABE	7,170.00	7,170.00	0163379021 5210	TITLE IIIA / LIMITED ENG PROG / TRAVEL AND
K64C0204	CAL TRACK RECONDITIONING INC.	4,310.00	4,310.00	0148222081 5610	HANDEL/OPERATIONS-GROUND/MO /
K64R1231	CAROLINA BIOLOGICAL SUPPLY CO.	1,425.50	1,425.50	0120032010 4310	ANAHEIM/SCIENCE/INSTR / INSTRUCTIONAL MATL
K64R1232	CAROLINA BIOLOGICAL SUPPLY CO.	991.12	991.12	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR /
K64R1224	CART MAN INC, THE	2,688.36	2,688.36	0134400081 4410	WA/MANDATED COST/M & O / EQUIPMENT -
K64M0095	CASE AND SONS CONSTRUCTION INC	12,000.00	12,000.00	0150237081 5610	ADMIN/PAINT/MO / REPAIRS/MAINT - O/S
K64M0101	CASE AND SONS CONSTRUCTION INC	7,600.00	7,600.00	0169237081 5610	TRIDENT/PAINT/MO / REPAIRS/MAINT - O/S
K64T0413	CDW GOVERNMENT INC.	1,264.33	1,264.33	0153381021 4410	SP PR ADM/ECIA1/SUPV INST / EQUIPMENT -
K64R1289	CELEBRATIONS! PARTY RENTALS	253.93	253.93	0135489510 5620	DA/TUPE-COHORT J-TIER 2/INSTR /
K64R1230	CENTER FOR DRUG FREE COMMUNITI	1,250.00	1,250.00	0172489510 5210	SAFE SCHL/TUPE GNT-COHORT J / TRAVEL AND
K64M0098	CHAPMAN COAST ROOF COMPANY INC	25,487.00	25,487.00	0134241081 5610	WA/ROOF/MO / REPAIRS/MAINT - O/S SERVICES
K64R1183	CHEFS' TOYS	10,789.03	6,343.59	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			4,445.44	0125393010 4410	KA/VEA-2B/INSTR / EQUIPMENT -
K64T0437	CHEFS' TOYS	7,568.27	330.48	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			7,237.79	0127393010 4410	KE/VEA-2B/INSTR / EQUIPMENT -
K64R1173	COLLEGE BOARD, THE	395.00	395.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
K64R1326	CONCRETE CORING	490.00	490.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S
K64S0198	CONTINENTAL CHEMICAL AND SANIT	12,930.00	12,930.00	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64T0445	COUNTY OF VENTURA	9,707.00	9,707.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES

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K64R1244	COVERMASTER INC.	3,136.75	836.75	0127028010 4410	KE/ATHLET/INSTR / EQUIPMENT -
			2,300.00	0127489510 4410	KE/TUPE-COHORT J-TIER 2/INSTR / EQUIPMENT -
K64R1206	CREATE A PARTY	598.00	598.00	0153508140 5620	AN PREP FOUNDATION/ANCILLARY /
K64R1296	CROWN AWARDS	398.61	398.61	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR /
K64R1320	CROWN AWARDS	655.02	655.02	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR /
K64R1334	CSADA	190.00	190.00	0115115021 5210	EDUCATION/SUPV INST / TRAVEL AND
K64R1327	CSPCA	1,160.00	1,160.00	0105105072 5210	CLASS HR/GENL ADM / TRAVEL AND
K64A0262	CULVER NEWLIN	158.56	158.56	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
K64S0179	D. HAUPTMAN CO. INC.	3,240.00	3,240.00	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64R1329	DAKTRONICS	48,067.00	48,067.00	0122230081 6490	MA/GENERAL/MO / EQUIPMENT - OTHER
K64M0090	DAVID M BERTINO MFG INC	74,840.00	3,995.00	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
			7,000.00	0128013010 6490	CY/HECT/INSTR / EQUIPMENT - OTHER
			63,845.00	0128393010 6490	CY/VEA-2B/INSTR / EQUIPMENT - OTHER
K64R1331	DECKER INC	129.75	129.75	0168000081 4347	GI SOUTH/MO / OPERATIONS SUPPLIES - MISC
K64R1212	DEMCO INC	258.20	258.20	0121381010 4310	WE/ECIA TITLE I/INSTRUCTI / INSTRUCTIONAL
K64R1274	DEMCO INC	87.61	87.61	0125000024 4315	KA /L M T / LIBRARY/MEDIA/TECH SUPPLIES
K64S0180	DEMCO INC	305.30	305.30	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64A0249	DISCIPLINA POSITIVA INC	4,000.00	2,000.00	0132381010 5805	OR/ECIA1/INSTR / INSTRUCTIONAL PROF
			2,000.00	0132381110 5805	TITLE I - PARENTING / INSTRUCTIONAL PROF
K64C0208	DISCOVERY CUBE ORANGE COUNTY	736.25	736.25	0117538010 5880	ED/CSUF STEM-INC(SCI/TECH/ENG / OTHER
K64A0255	DR FERNANDO RODRIGUEZ VALLS	4,500.00	4,500.00	0163379021 5805	TITLE IIIA / LIMITED ENG PROG / INSTRUCTIONAL
K64C0175	EBERHARD EQUIPMENT	1,283.05	1,283.05	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT -
K64R1325	EBERHARD EQUIPMENT	1,070.97	1,070.97	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
K64S0170	ERNEST PACKAGING SOLUTIONS INC	946.91	946.91	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64R1305	ETHORITY LLC	10,500.00	10,500.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL

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K64R1242	EZ FLEX SPORT MATS	627.11	627.11	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
K64S0167	FACILITY SOLUTIONS GROUP INC.	1,880.68	1,880.68	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64A0257	FELLER, ROBERT G.	1,000.00	1,000.00	0153000910 5805	SP PR/LCFF-SUPPLEMENTAL / INSTRUCTIONAL
K64C0171	FERGUSON ENTERPRISES INC	518.59	518.59	0123239081 4410	SA/PLUMB/MO / EQUIPMENT - NON-CAPITALIZED
K64R1180	FLINN SCIENTIFIC INC	139.32	49.49	0127032010 4310	KE/BIOLOGY/INSTR / INSTRUCTIONAL MATL &
			89.83	0127399010 4310	TITLE II IMPR TCHR QUAL - ED / INSTRUCTIONAL
K64R1239	FOLLETT LIBRARY RESOURCES	192.17	192.17	0120381010 4210	ANAHEIM/ECIA1/INSTR / BOOKS AND REFERENCE
K64R1245	FOLLETT LIBRARY RESOURCES	158.47	158.47	0120381010 4210	ANAHEIM/ECIA1/INSTR / BOOKS AND REFERENCE
K64R1247	FOLLETT LIBRARY RESOURCES	191.79	191.79	0120381010 4210	ANAHEIM/ECIA1/INSTR / BOOKS AND REFERENCE
K64R1248	FOLLETT LIBRARY RESOURCES	191.63	191.63	0120381010 4210	ANAHEIM/ECIA1/INSTR / BOOKS AND REFERENCE
K64R1249	FOLLETT LIBRARY RESOURCES	193.59	193.59	0120381010 4210	ANAHEIM/ECIA1/INSTR / BOOKS AND REFERENCE
K64R1287	FOLLETT LIBRARY RESOURCES	142.39	142.39	0120381010 4210	ANAHEIM/ECIA1/INSTR / BOOKS AND REFERENCE
K64R1311	FOLLETT SCHOOL SOLUTIONS INC.	190.61	190.61	0138004010 4210	BALL/ENGLISH/INSTR / BOOKS AND REFERENCE
K64T0435	FOOTAGE FIRM INC	348.00	348.00	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
K64S0189	FULLERTON ACE HARDWARE	3,833.37	3,833.37	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0192	FULLERTON ACE HARDWARE	2,432.82	2,432.82	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0195	FULLERTON ACE HARDWARE	4,140.06	4,140.06	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0184	GALE SUPPLY CO	472.98	472.98	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64X0456	GANAHL LUMBER CO	1,200.00	1,200.00	0132017010 4310	OR/INDUSTRIAL TECHNOLOGY / INSTRUCTIONAL
K64R1170	GBS LINENS	840.55	840.55	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
K64S0190	GENERAL INDUSTRIAL TOOL AND SU	1,418.84	1,418.84	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0193	GENERAL INDUSTRIAL TOOL AND SU	2,711.75	2,711.75	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0196	GENERAL INDUSTRIAL TOOL AND SU	4,732.56	4,732.56	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0175	GLASBY MAINTENANCE SUPPLY CO.	899.61	899.61	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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K64S0185	GLASBY MAINTENANCE SUPPLY CO.	210.55	210.55	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64T0411	GOV CONNECTION INC	900.68	900.68	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
K64R1336	GOVERNMENT FINANCIAL STRATEGIE	3,000.00	3,000.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL
K64T0438	GOVERNMENTJOBS.COM	8,519.00	8,519.00	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING
K64T0427	GRADECAM LLC	5,700.00	5,700.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
K64S0181	GRAINGER	145.59	145.59	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64A0261	GUIDED DECISIONS - INFORM	10,000.00	10,000.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL
K64M0094	HAMILTON CEILING SYSTEMS	7,700.00	7,700.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
K64A0258	HAMILTON, KEVIN	500.00	500.00	0153000910 5805	SP PR/LCFF-SUPPLEMENTAL / INSTRUCTIONAL
K64R1261	HARDY INC, CHARLES G	1,577.45	1,577.45	0110230081 4347	MAINTENANCE/MO / OPERATIONS SUPPLIES -
K64T0441	HEADSETS.COM INC	355.52	355.52	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
K64R1258	HOLLYWOOD SOUND SYSTEMS INC	5,751.75	5,751.75	0148230081 5620	HANDE/LGENERAL/MO / RENTALS/OPERATING
K64R1259	HOLLYWOOD SOUND SYSTEMS INC	5,644.50	5,644.50	0147230081 5620	HOPE/GENERAL/MO / RENTALS/OPERATING
K64R1172	HOROWITZ, FREDRIC R.	2,400.00	2,400.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
K64R1213	HOUGHTON MIFFLIN HARCOURT	610.06	610.06	0121261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
K64R1256	HOUGHTON MIFFLIN HARCOURT	203.35	203.35	0132261011 4310	RES SPEC/SE RES SP/NSEV/SEP CL /
K64R1280	HOUGHTON MIFFLIN HARCOURT	1,275.35	1,275.35	0137261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
K64R1281	HOUGHTON MIFFLIN HARCOURT	406.71	406.71	0127261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
K64R1282	HOUGHTON MIFFLIN HARCOURT	406.71	406.71	0127252011 4310	KE/MILD MODERATE/SE SEP CL/NSE /
K64R1283	HOUGHTON MIFFLIN HARCOURT	978.50	978.50	0140252011 4310	SO/MILD MODERATE/SE SEP CL/NSE /
K64R1324	HOWARD INDUSTRIES	810.51	810.51	0150235081 4410	ADMIN/HVAC/MO / EQUIPMENT -
K64T0415	HP DIRECT	1,077.50	1,077.50	0125393010 4410	KA/VEA-2B/INSTR / EQUIPMENT -
K64T0430	HP DIRECT	8,620.00	8,620.00	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
K64R1223	ICS SERVICE CO.	2,176.05	2,176.05	0137231081 5610	SY/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES

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K64R1209	IMAGE MARKET	251.17	251.17	0144000010 4310	LEX/INSTR / INSTRUCTIONAL MATL & SUPPLIES
K64R1284	INNOVATIVE LEARNING CONCEPTS	119.22	119.22	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
K64R1277	INSPECTION RESOURCES	26,750.00	26,750.00	2435731185 6240	DALE/BOND SERIES 2015 - MEAS H / PRELIMINARY
K64T0426	INTELESYSONE INC.	204.94	204.94	0147257027 4320	SEVER HDCP/SCH ADM/SEV / OTHER OFFICE/MISC
K64T0448	INTELESYSONE INC.	751.69	751.69	0156156072 4320	FACILITIES/GENL ADM / OTHER OFFICE/MISC
K64M0084	ISR PAINTING AND WALLCOVERING	9,950.00	9,950.00	0117432010 5610	CTE INCENTIVE GRANT/INST / REPAIRS/MAINT -
K64M0096	J AND A FENCE	14,800.00	14,800.00	0122232081 6490	MA/FENCE/MO / EQUIPMENT - OTHER
K64T0424	J. SNELL AND CO INC	15,916.88	15,916.88	0100000510 6490	UNRESTRICTED CARRYOVER / EQUIPMENT - OTHER
K64T0432	J. SNELL AND CO INC	670.00	670.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
K64X0454	J.W. PEPPER AND SON INC.	690.00	690.00	0121007010 4310	WESTERN/INS MUS/INSTR / INSTRUCTIONAL MATL
K64S0191	JEYCO PRODUCTS INC	3,960.63	3,960.63	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64M0099	JM AND J CONTRACTORS	2,450.00	2,450.00	0141237081 5610	GIWEST/PAINT/MO / REPAIRS/MAINT - O/S
K64R1238	JOURNEYWORKS PUBLISHING	314.39	314.39	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
K64R1216	JUNIOR LIBRARY GUILD	2,520.27	2,520.27	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
K64R1316	JUNIOR LIBRARY GUILD	2,062.98	2,062.98	0168381010 4210	GI/TITLE I/INSTR / BOOKS AND REFERENCE
K64R1207	KBI AND ASSOCIATES	748.65	748.65	0168489510 4410	GI/TUPE-COHORT J-TIER 2/INSTR / EQUIPMENT -
K64S0182	KILMER WAGNER AND WISE PAPER	902.26	902.26	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64C0205	KNORR SYSTEMS	835.06	835.06	0110240081 4410	MAINTENANCE/POOL/MO / EQUIPMENT -
K64R1295	KUSTOM IMPRINTS	853.70	853.70	0117538010 4310	ED/CSUF STEM-INC(SCI/TECH/ENG /
K64M0093	KYA SERVICES	21,856.34	21,856.34	2450731185 6216	BOND SERIES 2015 - MEAS H / BUILDING
K64R1228	LACASE	35.00	35.00	0119283011 5210	SYS/INSTR / TRAVEL AND CONFERENCE
K64R1193	LEARNING ZONE EXPRESS	822.71	822.71	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
K64A0248	LEUNG, MEGGY AND MICHAEL	450.00	450.00	0119283021 5850	SYS/SUPV INST / JUDGEMENTS
K64R1293	LIBERTY FLAGS	365.43	365.43	0100970072 4320	COMMUNITY SERVICES / OTHER OFFICE/MISC

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K64S0183	LIBERTY PAPER	41,668.09	41,668.09	010000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64R1181	LIBRARY STORE, THE	283.42	283.42	0132001024 4315	LIBRARY / LIBRARY/MEDIA/TECH SUPPLIES
K64R1275	LOS ANGELES FREIGHTLINER INC	2,400.00	2,400.00	0179113036 4375	GARAGE/TRANS-REG ED/TRANSPORT /
K64T0439	LRP PUBLICATIONS	15,207.00	15,207.00	0119283039 5880	SYS/OTHER PUPIL / OTHER OPERATING EXPENSES
K64R1322	MATCO TECH	650.38	650.38	0123231081 5610	SA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
K64R1271	MATHBOAT	102.40	102.40	0120000910 4210	AN/LCFF-CONCENTRATION/INSTR / BOOKS AND
K64S0161	MCM ELECTRONICS	2,035.90	2,035.90	010000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64R1187	MEDCO SPORTS MEDICINE	70.69	70.69	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
K64X0448	METRO DIESEL INJECTION INC	11,000.00	11,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
K64S0164	MONTGOMERY HARDWARE CO.	1,161.42	1,161.42	010000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64R1303	MURILLO VERGEN, EDDER	500.00	500.00	0128177072 5230	RISK MANAGEMENT/OTHER / REIMBURSABLE EXP
K64X0449	MUZEO	1,450.00	1,450.00	0153508140 5620	AN PREP FOUNDATION/ANCILLARY /
K64R1171	NASCO MODESTO	5,071.76	5,071.76	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
K64R1179	NASCO MODESTO	3,580.96	3,580.96	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
K64R1263	NASCO MODESTO	1,018.11	1,018.11	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
K64R1264	NASCO MODESTO	695.84	695.84	0120024010 4310	ANAHEIM/MATH/INSTR / INSTRUCTIONAL MATL &
K64R1265	NASCO MODESTO	116.85	116.85	0138032010 4310	BALL/GEN SCI/INSTR / INSTRUCTIONAL MATL &
K64R1221	NATIONAL BUSINESS INSTITUTE	575.00	575.00	0120381010 5210	ANAHEIM/ECIA1/INSTR / TRAVEL AND
K64R1225	NATIONAL HISTORY DAY INC.	237.05	237.05	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
K64R1202	NATIONAL PEN CO LLC	519.89	519.89	0120489510 4310	AN//TUPE-COHORTJ-TIER 2/INSTR /
K64R1217	NCS PEARSON INC.	12,075.70	12,075.70	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV /
K64M0086	NEW HORIZONS CONTRACTING	2,295.00	2,295.00	0141230081 5610	GI WEST/GENERAL/MO / REPAIRS/MAINT - O/S
K64M0092	NEW HORIZONS CONTRACTING	14,375.00	14,375.00	0110233081 5610	MAINTENANCE/FLOOR/MO / REPAIRS/MAINT - O/S
K64M0100	NEW HORIZONS CONTRACTING	2,195.00	2,195.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S

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K64R1219	NIMCO	256.94	256.94	0168489510 4310	GI/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
K64R1250	NIMCO	724.23	724.23	0140489510 4310	SO/TUPE-COHORT J-TIER 2/INSTR /
K64R1267	NIMCO	412.13	412.13	0120489510 4310	AN//TUPE-COHORTJ-TIER 2/INSTR /
K64R1268	NIMCO	257.63	257.63	0128489510 4310	CY/TUPE-COHORT J-TIER 2/INSTR /
K64R1269	NIMCO	1,767.06	1,767.06	0125489510 4310	KA/TUPE-COHORT J-TIER 2/INSTR /
K64T0446	NOREX INC	5,865.00	5,865.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
K64A0256	OCDE	1,200.00	1,200.00	0117469010 5810	ED DIV/EDUCATOR EFFECT/INSTR /
K64R1178	OCDE	82.89	82.89	0172489510 4390	SAFE SCHL/TUPE GNT-COHORT J / MEETING
K64R1226	OCDE	300.00	300.00	0153591510 5210	SPECIAL PROG/LOC GIFTS & GRNTS / TRAVEL AND
K64R1338	OCDE	75.00	75.00	0132000010 5210	OR/INSTR / TRAVEL AND CONFERENCE
K64R1233	OFFICE DEPOT	147.02	147.02	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC
K64R1290	OFFICE DEPOT	164.03	164.03	0122489510 4310	MA/TUPE-COHORT J-TIER 2/INSTR /
K64R1291	OFFICE DEPOT	117.62	117.62	0106106072 4320	BUSINESS/GENL ADM / OTHER OFFICE/MISC
K64S0178	OFFICE DEPOT	8,087.72	8,087.72	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0197	OFFICE DEPOT	2,823.91	2,823.91	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64M0087	ORANGE COUNTY FIRE PROTECTION	7,423.64	4,096.60	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			3,327.04	0142230081 5610	OXFORD/GENERAL/MO / REPAIRS/MAINT - O/S
K64R1227	ORANGE COUNTY TRANSIT AUTHORIT	39,949.87	39,949.87	0119473010 5880	SYS/WORKABILITY/INSTR / OTHER OPERATING
K64R1299	ORANGE COUNTY TRANSIT AUTHORIT	10,046.25	10,046.25	0172000810 5880	SAFE SCHL/LCFF/INSTR / OTHER OPERATING
K64C0207	ORRAVAN MECHANICAL	480.00	480.00	0120235081 4347	ANAHEIM/HVAC/MO / OPERATIONS SUPPLIES -
K64R1262	PAXTON PATTERSON	1,532.57	1,532.57	0144017010 4310	LEX/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
K64T0451	PC AND MACEXCHANGE	1,345.80	1,345.80	0144000910 4410	LEX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
K64R1285	PERFECTION LEARNING CORP	40.72	40.72	0128037010 4310	CY/SOC SCI/INSTR / INSTRUCTIONAL MATL &
K64R1184	PIONEER DRAMA SERVICE INC	90.49	31.50	0128006010 4210	CY/THEATER/INSTR / BOOKS AND REFERENCE

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K64R1184	*** CONTINUED ***				
			58.99	0128006010 4310	CY/THEATER/INSTR / INSTRUCTIONAL MATL &
K64R1176	PITSCO INC.	147.73	28.29	0122034010 4310	MA/INTSCI2/INSTR / INSTRUCTIONAL MATL &
			119.44	0122035010 4310	MA/PHYSICS/INSTR / INSTRUCTIONAL MATL &
K64R1298	PITSCO INC.	1,206.80	1,206.80	0132489510 4310	OR/TUPE-COHORT J-TIER 2/INSTR /
K64R1333	PLATINO GRAPHICS	1,939.50	1,939.50	0168400010 4410	GIL/MANDATED 1-TIME FUNDS/INST / EQUIPMENT
K64C0201	PROGRESSIVE SURFACE SOLUTIONS	522.00	522.00	0131233081 5610	BR/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
K64A0259	PROTECTION ONE ALARM MONITORIN	6,637.85	6,637.85	0172172083 5620	SAFE SCHOOLS / RENTALS/OPERATING LEASES
K64A0263	PROTECTION ONE ALARM MONITORIN	31,162.92	31,162.92	0172172083 5620	SAFE SCHOOLS / RENTALS/OPERATING LEASES
K64A0264	PROTECTION ONE ALARM MONITORIN	859.80	859.80	0172172083 5620	SAFE SCHOOLS / RENTALS/OPERATING LEASES
K64T0425	RADIOLABS INTERNATIONAL INC	440.92	440.92	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
K64A0250	REAL INSPIRATION INC.	12,500.00	12,500.00	0172489510 5805	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
K64C0176	REFRIGERATION SUPPLIES DIST.	790.24	790.24	0110235081 4410	MAINTENANCE/HVAC/MO / EQUIPMENT -
K64S0168	REGENCY LIGHTING	1,331.36	1,331.36	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64T0440	RIGHT CLICK INC	2,398.10	1,880.90	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
			517.20	0121393010 4410	WESTERN/VEA-2B/INSTR / EQUIPMENT -
K64C0231	RUSSELL SIGLER INC DBA SIGLER	975.30	975.30	0150235081 5610	ADMIN/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
K64R1337	SACRAMENTO STATE COLLEGE OF	50.00	50.00	0111220081 5210	OPERATIONS - GENERAL / TRAVEL AND
K64R1323	SANDWOOD ENTERPRISES	445.50	445.50	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
K64R1214	SCHOLASTIC INC.	169.90	169.90	0122272511 4310	MA/AUTISM/SE SEP CL/SEV / INSTRUCTIONAL
K64R1241	SCHOOL OUTFITTERS	2,257.43	2,257.43	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
K64R1301	SCHOOL SERVICES OF CALIFORNIA	205.00	205.00	0177177072 5210	RISK MANAGEMENT / TRAVEL AND CONFERENCE
K64R1272	SCHOOL SPECIALTY INC	102.08	102.08	0128272511 4310	AUTISM/SE SEP CL/SEV / INSTRUCTIONAL MATL &
K64S0163	SCHOOL SPECIALTY INC	1,335.68	1,335.68	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0187	SCHOOL SPECIALTY INC	1,939.50	1,939.50	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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K64T0428	SCHOOL SPECIALTY INC	91.67	91.67	0135257511 4310	EMOTION DISTRB/SE SEP CL/SEV /
K64T0433	SCHOOL SPECIALTY INC	2,514.89	2,514.89	0137000910 4310	SY/LCFF-CONCENTRATION/INSTR /
K64T0434	SCHOOL SPECIALTY INC	1,263.61	1,263.61	0147000910 4410	HOPE/LCFF-CONCENTRATION/INSTR / EQUIPMENT
K64X0453	SCHORR METALS INC	1,000.00	1,000.00	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR /
K64T0412	SEHI COMPUTER PRODUCTS INC	68.00	68.00	0153381021 5880	SP PR ADM/ECIA1/SUPV INST / OTHER OPERATING
K64T0414	SEHI COMPUTER PRODUCTS INC	13,223.42	13,223.42	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
K64T0417	SEHI COMPUTER PRODUCTS INC	1,683.61	1,683.61	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
K64T0418	SEHI COMPUTER PRODUCTS INC	8,084.75	8,084.75	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
K64T0421	SEHI COMPUTER PRODUCTS INC	732.70	732.70	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
K64T0422	SEHI COMPUTER PRODUCTS INC	11,274.96	11,274.96	0100000510 4310	UNRESTRICTED CARRYOVER / INSTRUCTIONAL
K64T0423	SEHI COMPUTER PRODUCTS INC	603.40	603.40	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
K64T0429	SEHI COMPUTER PRODUCTS INC	152.08	152.08	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR /
K64T0443	SEHI COMPUTER PRODUCTS INC	429.85	429.85	0106106072 4320	BUSINESS/GENL ADM / OTHER OFFICE/MISC
K64T0449	SEHI COMPUTER PRODUCTS INC	2,495.79	2,495.79	0156156072 4410	FACILITIES/GENL ADM / EQUIPMENT -
K64T0450	SEHI COMPUTER PRODUCTS INC	12,900.90	12,900.90	0144000910 4310	LEX/LCFF-CONCENTRATION/INSTR /
K64T0452	SEHI COMPUTER PRODUCTS INC	721.50	721.50	0104104072 4410	CERT HR/GENL ADM / EQUIPMENT -
K64S0165	SHAMROCK SUPPLY CO.	1,687.42	1,687.42	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0194	SHERWIN WILLIAMS CO., THE	1,053.93	1,053.93	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64R1240	SOCALGRAD	1,464.11	1,464.11	0127000031 4320	KE/GUID / OTHER OFFICE/MISC SUPPLIES
K64R1332	SOCALGRAD	1,228.43	1,228.43	0142066027 4320	OXFORD/GRAD/ADMIN / OTHER OFFICE/MISC
K64T0419	SOLARWINDS INC.	1,269.00	1,269.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
K64R1201	SOTOZ SPORTS	579.26	579.26	0120487010 4310	MULTIMEDIA COMPUTER TECH/INST /
K64C0179	SOUTHCOAST SHORTLOAD	441.78	441.78	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S
K64S0172	SOUTHWEST SCHOOL AND OFFICE SU	2,102.93	2,102.93	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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K64S0186	SOUTHWEST SCHOOL AND OFFICE SU	36,602.94	36,602.94	010000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64T0453	SPINITAR PRESENTATION PRODUCTS	5,641.11	5,641.11	0128025040 6490	CY/ASB/ANCIL / EQUIPMENT - OTHER
K64S0169	SPOT LIGHTING SUPPLIES	1,169.09	1,169.09	010000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0188	SPOT LIGHTING SUPPLIES	11,394.56	11,394.56	010000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64R1189	STAGE TECH	3,952.00	3,952.00	0149230081 5620	GLOVER/GEN MAINT/MO / RENTALS/OPERATING
K64R1190	STAGE TECH	1,364.50	1,364.50	0148230081 5620	HANDE/LGENERAL/MO / RENTALS/OPERATING
K64R1182	STAPLES ADVANTAGE	64.81	64.81	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
K64R1199	STAPLES ADVANTAGE	110.03	110.03	0122272511 4310	MA/AUTISM/SE SEP CL/SEV / INSTRUCTIONAL
K64R1203	STAPLES ADVANTAGE	4,747.07	1,427.02	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			3,320.05	0125393010 4410	KA/VEA-2B/INSTR / EQUIPMENT -
K64R1205	STAPLES ADVANTAGE	91.63	91.63	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
K64R1234	STAPLES ADVANTAGE	417.93	417.93	0140261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
K64R1235	STAPLES ADVANTAGE	278.23	278.23	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
K64R1236	STAPLES ADVANTAGE	372.04	93.01	0128011010 4310	CY/WORLD LNG/INSTR / INSTRUCTIONAL MATL &
			279.03	0128037010 4310	CY/SOC SCI/INSTR / INSTRUCTIONAL MATL &
K64R1246	STAPLES ADVANTAGE	1,658.28	1,658.28	0107107072 4410	ACCTG /GENL ADM / EQUIPMENT -
K64R1292	STAPLES ADVANTAGE	234.68	234.68	0122400010 4310	MA/MANDATED I-TIME FUNDS/INSTR /
K64R1294	STAPLES ADVANTAGE	1,148.14	1,148.14	0128261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
K64R1297	STAPLES ADVANTAGE	562.13	562.13	0122257511 4310	EMOTION DISTRB/SE SEP CL/SEV /
K64R1270	STORESMART	90.67	90.67	0120252011 4310	ANA/MILD MODERATE/SE SEP CL/NS /
K64R1211	SYCLONE CORPORATION	706.00	706.00	0144489510 4410	LEX/TUPE-COHORT J-TIER 2/INSTR / EQUIPMENT -
K64S0160	TECHDOCENT LLC	16,118.55	16,118.55	010000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64R1260	TEXTBOOK WAREHOUSE	595.60	595.60	0134004010 4310	WA/ENGLISH/INSTR / INSTRUCTIONAL MATL &
K64R1318	TEXTBOOK WAREHOUSE	1,575.84	1,575.84	0127000910 4210	KE/LCFF-CONCENTRATION/INSTR / BOOKS AND

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K64M0091	THE KINGS OF CONCRETE	14,400.00	14,400.00	0117432010 5610	CTE INCENTIVE GRANT/INST / REPAIRS/MAINT -
K64M0097	THE MACHADO ENVIRONMENTAL	3,076.00	3,076.00	0150235081 5610	ADMIN/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
K64R1185	THEATREFOLK LTD.	52.59	52.59	0128006010 4310	CY/THEATER/INSTR / INSTRUCTIONAL MATL &
K64R1208	TOLEDO P.E. SUPPLY CO INC	757.28	757.28	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
K64T0442	TOON BOOM ANIMATION INC.	10,480.00	10,480.00	0127393010 5880	KE/VEA-2B/INSTR / OTHER OPERATING EXPENSES
K64S0166	TORRINGTON BRUSH WORKS INC	1,071.61	1,071.61	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64A0251	TTG ENGINEERS	500,000.00	500,000.00	2400731185 6212	GOB 2015 - MEAS H/FAC ACQ / PLANNING -
K64A0252	TWINING CONSULTING	250,000.00	250,000.00	2400731185 6250	GOB 2015 - MEAS H/FAC ACQ / PLANNING -TESTING
K64R1300	U S BANK	1,870.00	1,870.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
K64X0450	U S BANK	2,000.00	2,000.00	0137025040 4310	SY/ASB/ANCIL / INSTRUCTIONAL MATL &
K64X0455	U S BANK	2,000.00	2,000.00	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
K64R1174	UC REGENTS	225.00	225.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
K64R1175	UC REGENTS	350.00	350.00	0120381010 5210	ANAHEIM/ECIA1/INSTR / TRAVEL AND
K64S0173	UNITED INDUSTRIES	2,080.44	2,080.44	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64S0176	UNITED INDUSTRIES	449.32	449.32	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
K64R1215	UNIVERSAL STUDIOS HOLLYWOOD	3,339.00	3,339.00	0120487010 5880	MULTIMEDIA COMPUTER TECH/INST / OTHER
K64R1317	US COACHWAYS INC.	5,516.34	5,516.34	0102102071 5620	SUPT/BRD SUPT / RENTALS/OPERATING LEASES
K64R1204	US GAMES	533.37	533.37	0132054010 4310	OR/AFTER SCHOOL CAR/INSTR / INSTRUCTIONAL
K64R1210	US GAMES	2,309.24	2,309.24	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
K64R1253	VERNIER SOFTWARE	9,501.35	9,501.35	0125102210 4310	KA/INNOVATION GRATN/INSTR / INSTRUCTIONAL
K64T0436	VIDEO COPILOT	787.39	787.39	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL
K64T0444	VISION COMMUNICATIONS CO.	548.56	548.56	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
K64R1315	WESTED	310.07	310.07	0122037010 4210	MA/SOC SCI/INSTR / BOOKS AND REFERENCE
K64R1220	WORKABILITY 1 REGION 1	195.00	195.00	0119473010 5210	SYS/WORKABILITY/INSTR / TRAVEL AND

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K64A0253	X ACT TECHNOLOGY SOLUTIONS INC	31,800.00	31,800.00	4525725485 6270	KA/COMMERCIAL INDUST PROJ / MAIN BUILDING
K64T0420	XVR SOFTWARE LLC	2,700.00	1,200.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
			1,500.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
K64R1237	ZILPRINT PUBLISHING	61.38	61.38	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
	Fund 01 Total:	1,022,053.48			
	Fund 24 Total:	798,606.34			
	Fund 45 Total:	31,800.00			
	Total Amount of Purchase Orders:	1,852,459.82			

VENDOR CHECK REGISTER
FEBRUARY 24, 2017 THROUGH APRIL 3, 2017

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
A 1 FENCE COMPANY	V6408537	4355	551.04	00138824
A LINE INC	V6409724	5620	750.00	00139058
A U H S D FOOD SERVICE DEPT	V6400023	4390	372.31	00139011
			575.12	00139059
A Z BUS SALES INC.	V6400025	4376	198.54	00138825
			198.70	00139060
		4385	946.33	00138825
AAA ELECTRIC MOTOR SALES	V6400033	4347	1,041.30	00138826
			49.40	00138917
			53.07	00139012
			508.75	00139036
			360.96	00139061
			649.49	00139220
		4355	26.33	00139220
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	743.48	00139037
			144.56	00139277
		4355	48.49	00139169
ACCESSORIE AIR COMPRESSOR SYSTEMS INC	V6405179	4355	311.75	00139287
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	557.73	00139013
			622.84	00139038
			308.00	00139062
			275.47	00139221
ACS BILLING SERVICE	V6400072	5580	3,583.28	00139222
ADI	V6400095	4355	64.25	00138827
			141.15	00139063
			18.72	00139223
ADORAMA	V6411023	4310	303.09	00139182
		4410	4,956.08	00139182
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	4320	100.95	00138828
		9320	2,637.20	00139224
AERIES SOFTWARE INC	V6409157	5805	1,800.00	00138829
AFFORDABLE PIANO TUNING	V6412217	5610	665.00	00139163
AICHELE, STEVEN G.	V6407891	5610	250.00	00138830
			1,103.00	00139064
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	211.09	00138831
			828.63	00138918
			48.49	00139014
			308.17	00139288
ALLEN, LISA	V6408140	5210	424.53	00139333
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	1,215.81	00139065
ALMARAZ, MICHELLE	V6409306	5210	681.69	00139225
ALTERNATIVE REVOLVING CASH	V6400190	4199	79.47	00139226
		4210	148.30	00139226
		4299	65.95	00139226
		4310	4,561.75	00139226
		4320	1,193.70	00139226
		4347	81.76	00139226
		4355	32.65	00139226
		4390	721.23	00139226
		5880	180.00	00139226
		5910	15.35	00139226
AMERICAN LOGISTICS COMPANY LLC	V6412509	5620	4,480.00	00139035

ANAHEIM HIGH SCHOOL	V6400260	5810	3,684.00	00139139
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	105,070.16	00139066
APPLE INC	V6400319	4310	8.00	00138883
			105.84	00139164
			2,746.47	00139170
			644.69	00139278
		4410	5,711.51	00138883
			2,513.05	00139170
			925.57	00139278
AQUATIC FACILITY SERVICES INC	V6412553	5610	1,374.16	00139171
ARMSTRONG, IAN	V6408439	5220	31.84	00138884
ART SUPPLY WAREHOUSE	V6400350	4310	329.86	00139039
			572.40	00139227
ASSOCIATED BUSINESS PRODUCTS	V6400369	5610	128.11	00139172
AT AND T	V6400374	5918	16,936.97	00138833
	V6406157	5918	98.21	00138832
AWARDS BY PAUL	V6400412	4310	453.60	00139067
		4320	64.80	00139015
AXLE TRANSMISSION XCHANGE	V6405352	4376	700.38	00139040
AZEVEDO, VICKY	V6412068	5210	1,008.24	00138834
		5220	136.74	00138919
			74.05	00139354
B AND K ELECTRIC WHOLESALE	V6400623	4355	50.24	00138885
			187.28	00139016
			193.89	00139041
			147.77	00139228
B AND M LAWN AND GARDEN INC	V6400423	4347	768.83	00138835
			394.78	00138886
			123.93	00138920
			536.81	00139042
			996.66	00139068
BARNES AND NOBLE	V6400450	4210	868.90	00139069
BARTLOW'S MICROSCOPE AND MEDICAL	V6412429	5610	310.00	00139173
BAVCO	V6407678	4355	469.07	00139043
			85.00	00139229
BAY ALARM COMPANY	V6410926	5610	7,202.18	00139044
			18,885.96	00139279
BEE BUSTERS	V6400472	5610	125.00	00138921
			250.00	00139230
BELL PIPE AND SUPPLY CO	V6400476	4355	111.72	00138887
		4410	1,722.61	00139017
BELYEA, STEVE	V6407026	5210	1,195.19	00139334
BERARDI, JANET	V6402262	5220	62.44	00139070
BEST BEST AND KRIEGER LLP	V6400491	5821	246.69	00139231
BEST BUY BUSINESS ADVANTAGE ACCT	V6408717	4310	84.66	00139232
BIG D SUPPLIES	V6400508	4355	55.04	00139045
BILLINGS, JANICE	V6402265	3701	1,812.60	00139071
BIOMETRICS4ALL INC	V6409224	5810	43.50	00139233
BLICK ART MATERIALS LLC	V6401357	4310	210.26	00139046
BMR HEALTH SERVICES INC.	V6411188	5810	10,800.00	00139280
BOBCAT OF CERRITOS INC.	V6410676	4347	316.88	00139281
		5610	2,243.51	00139281
BOULDEN PUBLISHING	V6409099	4210	147.19	00139047
BROAD, TERA	V6412610	5230	50.00	00139289
BSN SPORTS LLC	V6412536	4310	4,150.74	00138922
		4355	143.12	00139187
		4410	650.00	00138922

			948.20	00138923
		9320	1,615.56	00138922
BUSINESS MACHINES UNLIMITED	V6400636	5610	362.00	00139072
BUSWEST LLC	V6407892	4376	2,368.85	00138924
			448.59	00139073
			107.46	00139290
		4385	41.41	00139282
			107.46	00139290
CAL LIFT INC	V6400664	5610	221.87	00138836
			650.21	00139291
CALIFORNIA DEPT. OF JUSTICE	V6400689	5810	1,723.00	00139048
CALIFORNIA PLUMBING PARTS	V6412567	4355	788.21	00138888
			3,290.58	00139049
			1,071.51	00139074
			1,663.42	00139234
			335.90	00139292
CALIFORNIA RETROFIT INC	V6406910	4355	1,605.12	00139235
			910.45	00139283
CALLAWAY, KATRINA	V6412591	5210	374.62	00138889
CANYON AUTO GLASS	V6408005	4370	191.77	00139075
CARBAJAL, RAMIRO	V6408491	5210	57.98	00139293
CARMAN, CANDICE	V6412031	5220	54.41	00139076
CARMONA, JOSEPH	V6406088	5210	1,394.67	00138837
CARPENTER, BEN	V6400479	5210	2,592.00	00139199
CART MAN INC, THE	V6404668	5610	2,498.00	00139018
			2,241.05	00139050
CDW GOVERNMENT INC.	V6400819	4410	1,790.71	00138995
		5880	9,972.00	00138995
CENGAGE LEARNING	V6404723	5880	4,609.91	00139188
CERTIFIED LABORATORIES	V6412560	4375	339.41	00139019
CHAVEZ, ARACELI	V6408992	5210	1,335.22	00139174
CHEM MARK	V6400886	4320	1,017.71	00139077
CHILD SHUTTLE	V6406415	5870	1,360.00	00139020
			1,316.00	00139175
CHOI, JULIA	V6406280	5220	16.32	00139078
CHRISTIAN BUILDING MATERIALS	V6400919	4355	2,980.93	00138838
			12,993.59	00139183
CISCO'S SHOP INC.	V6411971	4355	651.56	00138925
CITY AUTO TOP	V6400953	4370	464.00	00139236
		5610	381.40	00138839
CITY OF ANAHEIM	V6400957	5520	30,045.30	00138840
			26,502.79	00138890
			41,381.89	00139021
			85,028.09	00139079
			55,092.34	00139189
			59,780.98	00139237
		5530	718.26	00138840
			2,479.24	00138890
			1,480.93	00139021
			7,714.79	00139079
			1,581.13	00139189
			3,490.35	00139237
		5580	4,636.20	00138840
			3,722.54	00138890
			6,389.89	00139021
			12,285.31	00139079
			6,779.04	00139189

			8,022.96	00139237
		5810	2,930.00	00138841
CITY OF BUENA PARK	V6400958	5530	1,427.94	00139238
		5580	150.30	00139238
CLAIM RETENTION SERVICES INC.	V6408940	5810	24,000.00	00138842
CLARK SECURITY PRODUCTS	V6400966	4355	420.87	00138891
			383.53	00139051
COLLEGE BOARD, THE	V6401014	5210	585.00	00139165
COLLEGE ENTRANCE EXAMINATION BOARD	V6412595	5880	5,415.00	00139080
COLON, MANUEL	V6402939	5210	1,980.10	00139184
COLON, TAMARA ELIZABETH	V6412357	5810	225.00	00138926
			450.00	00139081
COMMERCIAL DOOR OF ANAHEIM INC	V6412095	5610	3,754.00	00138843
COMMUNITY BANK	V6412573	5610	7,590.00	00139082
COMPREHENSIVE DRUG TESTING	V6410899	5810	525.00	00139022
CONTINENTAL CHEMICAL AND SANITARY	V6409578	9320	14,046.63	00139056
			3,322.36	00139294
CORRAL, ANNA	V6400299	5210	1,291.32	00138844
COUNTS, JACKIE	V6406390	5210	467.00	00138927
			290.93	00139335
COUNTY CIRCUIT BREAKERS	V6412570	4355	156.60	00139083
CREATIVE BUS SALES	V6409840	4376	8,687.47	00139140
		4385	1,765.62	00139140
CSM CONSULTING INC.	V6409922	5810	2,300.00	00139239
CUELLAR, AMIE	V6411279	5210	2,786.98	00139240
			1,382.03	00139336
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6230	32,420.22	00139023
		6273	175.00	00139355
CUMMINGS, ROSEZETTA	V6410104	4310	1,359.62	00138845
CUMMINS PACIFIC LLC	V6401190	5610	2,493.43	00139284
CVT RECYCLING	V6407455	5580	1,841.23	00139024
DAIGNAULT, KARIN	V6402510	5220	30.78	00138892
DAILY SAW SERVICE	V6409559	5610	39.80	00138928
DAM, ANGEL	V6409471	5220	48.69	00138893
DHAWAN, SONITA	V6410951	5220	59.18	00139200
DIESEL SPECIALISTS	V6406515	4370	425.61	00139084
			317.86	00139166
		4385	103.33	00139084
		5610	425.00	00139084
			425.00	00139166
DION, CANDACE	V6408224	5210	380.24	00139337
DONNELLY, DIANE	V6401345	5210	50.00	00138894
			484.00	00138929
DUNN EDWARDS PAINTS	V6401448	4355	2,696.45	00138846
			105.40	00138930
			348.55	00139052
			1,150.96	00139285
E.B. BRADLEY COMPANY	V6401456	4355	18.08	00138847
			81.03	00138895
			24.18	00139053
			175.11	00139085
EBERHARD EQUIPMENT	V6405532	4347	726.28	00139025
			61.68	00139286
ECONOMY RENTALS INC	V6401478	4355	110.00	00138896
		5620	1,165.80	00138896
			679.41	00139054
			23.08	00139086

			791.72	00139241
EICHENAUER, MICHELLE	V6408667	5220	19.26	00139190
ELLIOTT, MARYJO	V6408060	5210	2,005.06	00138996
		5220	162.15	00139191
EMERGENCYKITS.COM	V6412517	4310	401.84	00139167
ERNEST, SHANTI	V6405759	5210	215.00	00139295
ESCOE, BARRY	V6400453	3701	2,421.00	00139087
ETHORITY LLC	V6411977	5810	10,500.00	00139296
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	4375	215.72	00139242
		4380	305.85	00138848
			431.44	00139242
EWING IRRIGATION PRODUCTS	V6401634	4347	220.82	00138897
			124.30	00139055
			1,192.69	00139243
EXPO PROPANE	V6412144	5810	442.57	00138931
			227.20	00139244
EXPRESS PIPE AND SUPPLY CO INC	V6401644	4355	784.05	00138898
			45.49	00138932
			969.54	00139088
			2,073.41	00139245
FACTS ON FILE	V6401655	4210	697.75	00138933
FARMAN, JUANA	V6406999	5220	91.22	00139146
FARMERS AND MERCHANTS BANK	V6412156	5880	1,151.88	00139246
FEDEX	V6401675	5910	47.53	00139297
FENN TERMITE AND PEST CONTROL	V6401679	5610	5,045.00	00138937
FERGUSON ENTERPRISES INC	V6409823	4347	2,534.08	00139298
		4355	420.14	00139298
		4410	5,949.39	00139298
FERRELLGAS LP	V6411875	5810	8,283.65	00139247
			6,622.34	00139327
FLEET SERVICES INC	V6405625	4370	195.62	00139299
		4375	85.12	00139248
		4376	287.00	00139248
			842.85	00139299
		4385	213.45	00139299
		5610	6,777.10	00139248
FREESTYLE PHOTOGRAPHIC SUPPLIES	V6401761	4310	1,478.50	00138977
FRIED, JARON	V6408045	5210	2,024.19	00138899
FROG ENVIRONMENTAL INC.	V6407428	5610	1,950.00	00138938
GALE SUPPLY CO	V6401798	9320	1,458.50	00139192
GAMBOA, MARIA	V6408269	5210	943.66	00139201
GAS COMPANY, THE	V6404372	5510	54,308.44	00139249
		5570	(9,879.34)	00139249
GASELPA	V6406517	5805	16,513.40	00138939
GATEWAY URGENT CARE CENTER	V6407482	5810	85.00	00138940
GIANNELLI ELECTRIC INC.	V6401857	5610	9,348.00	00139250
GLENN, JERRY	V6402322	3701	1,204.80	00139089
GOLDEN STATE WATER COMPANY	V6408018	5530	2,146.50	00138941
			2,704.92	00138978
GOLDEN WEST MEDICAL CENTER	V6401892	5810	1,000.00	00138942
GOLF TEAM PRODUCTS INC.	V6409960	4310	884.00	00138979
GOPHER SPORTS EQUIPMENT	V6401902	4310	12.91	00139176
GRAY STEP SOFTWARE INC	V6411851	5880	15,681.00	00139251
GREAT SCOTT TREE SERVICE INC	V6412538	5610	645.00	00139252
GREATER ANAHEIM SELPA	V6401927	8311	175,227.17	00139090
GROVE, KELLY A.	V6409563	5220	62.86	00139091
HAMMER, DAPHNE	V6408514	5210	184.40	00139300

HARDY INC, CHARLES G	V6400875	4347	1,577.45	00139193
HARLAN, DYLAN	V6412593	5210	245.00	00138943
HATCHER, PATTY	V6408994	5210	50.00	00138980
		5220	70.83	00138980
			159.33	00139092
HAUGEN, CRAIG	V6401122	3701	1,204.80	00139093
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	2,820.83	00138981
HEWLETT PACKARD COMPANY	V6406770	5880	34.94	00138944
HOANG, THUY AND LUCIE NGO	V6411287	5870	234.90	00138849
HOME DEPOT CREDIT SERVICES	V6405234	4320	34.89	00139301
		4347	116.18	00139302
		4355	1,854.45	00139301
HOROWITZ, FREDRIC R.	V6410286	5821	2,400.00	00139202
HULLINGER, RICHARD J.	V6408530	5210	942.08	00139203
HUTTNER, HEATHER	V6412032	5220	55.11	00139094
ICREATE TO EDUCATE INC	V6412577	4310	689.49	00138982
ICS SERVICE CO.	V6406452	5620	1,564.00	00138945
IMAGE APPAREL FOR BUSINESS	V6402628	4320	14.64	00138983
		4345	93.64	00138946
			117.25	00138983
			16.17	00139253
J AND M PROMOTIONS INC	V6402207	4310	336.32	00138984
			1,569.35	00139204
JACKSONS A S BREA F M P	V6406346	4347	903.78	00138985
		4376	43.58	00138985
		4387	106.33	00138985
JART DIRECT MAIL SERVICE	V6402271	5810	5,452.95	00138997
JHM SUPPLY INC.	V6411647	4347	3,177.67	00138986
JOHNSTONE SUPPLY	V6402415	4347	237.04	00138987
JONES SCHOOL SUPPLY	V6402421	4320	241.61	00139254
JOURNEYWORKS PUBLISHING	V6402443	4310	6,215.27	00138988
KEMP, CHRISTINE	V6400923	5220	32.64	00139205
KLINGSPOR	V6411467	5210	269.00	00139206
KNORR SYSTEMS	V6402610	4347	7,370.10	00138998
		4410	744.76	00138998
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	5610	6,630.00	00138819
		5810	51,100.00	00138819
LACASE	V6411010	5210	35.00	00139095
LAM, JANE	V6412453	5220	18.19	00139207
LANGUAGE NETWORK INC	V6409301	5810	6,054.98	00138820
			3,083.70	00138947
			865.00	00139255
LARNER, JOHN	V6402395	3702	1,204.80	00139096
LATHEM TIME COMPANY	V6409059	4355	110.50	00138948
LE, CAITLIN	V6411725	5220	39.17	00139097
LEGO EDUCATION	V6407799	4310	8,188.85	00138999
LETTER PERFECT SIGNS	V6402726	4355	278.12	00138989
			1,389.15	00139256
LEUNG, MEGGY AND MICHAEL	V6412176	5850	450.00	00139257
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	5810	550.00	00139208
LGBT CENTER ORANGE COUNTY	V6412485	5805	500.00	00138949
LIGHTSPEED TECHNOLOGIES INC	V6409682	4410	5,743.07	00139258
LINCOLN AQUATICS	V6411554	4347	300.40	00139259
MAGNOLIA HIGH SCHOOL	V6402920	5810	4,028.00	00139209
MATSUDA, MICHAEL	V6403107	5210	46.97	00138950
			1,779.71	00139260
		5220	56.23	00139210

MAXIM HEALTHCARE SERVICES INC.	V6412105	5810	14,613.86	00138821
			609.00	00138822
MC FADDEN DALE HARDWARE CO	V6403056	4355	1,282.68	00139261
		4375	70.93	00139261
MC KESSON MEDICAL SURGICAL INC.	V6403060	4310	10.98	00139262
MEDCO SPORTS MEDICINE	V6405872	4320	364.28	00139303
MEEHAN, LACEY	V6409733	5220	19.26	00139211
			79.45	00139304
MEJIA, YOLANDA	V6405136	5210	574.12	00139147
MERCADO, CLAUDIA	V6406536	5220	9.52	00139098
MICRON CONSUMER PRODUCTS GROUP	V6412563	4310	99.27	00139305
MILLAN, JAMIE	V6412306	5210	856.91	00138850
			2,031.08	00139212
MILLER, DALE	V6411365	5210	501.12	00139148
MOUSA, LINA	V6410403	5220	76.91	00139213
MURILLO VERGEN, EDDER	V6412609	5230	500.00	00139356
NASCO MODESTO	V6403253	4310	1,756.48	00139306
NAVARRO, MONICA	V6412545	5220	92.56	00139263
NEWS 2 YOU	V6405551	5880	4,366.00	00138851
NGUYEN, CHINH	V6412608	5220	25.15	00139214
NICOLE MILLER AND ASSOCIATES INC.	V6411341	5810	5,200.00	00139264
NIMCO	V6403365	4310	6,140.74	00139328
O.C.A.D.A.	V6407016	5880	500.00	00138852
OAK GROVE INSTITUTE	V6403402	5860	500.00	00138853
			11,057.00	00139265
OC HUMAN RELATIONS COUNCIL	V6403458	5880	500.00	00139309
OC LAND MGMT SERVICE	V6405473	4347	741.86	00139310
			1,335.35	00139357
OC MEDICAL SUPPLY INC	V6409824	5610	372.31	00139266
OCCIDENTAL COLLEGE	V6412394	5210	555.00	00138951
OFFICE DEPOT	V6403421	4310	143.10	00139267
			164.03	00139338
		4320	1,949.05	00139267
			264.64	00139338
		4410	1,284.36	00139267
		9320	8,087.72	00139338
OLSEN SAFETY EQUIPMENT CORP	V6403431	4410	886.95	00139311
ONE STOP PARTS SOURCE	V6406259	4370	478.18	00139312
ONOPA, SYLVIA	V6412053	5210	1,547.69	00139168
ORANGE COUNTY BEARING	V6409966	4355	161.73	00139313
ORANGE COUNTY FIRE PROTECTION	V6403457	4355	355.62	00139314
		4375	860.83	00139314
ORANGE COUNTY HEALTH CARE AGENCY	V6407003	5810	38,722.74	00138952
ORANGE COUNTY NEWS	V6410009	5610	374.00	00139099
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	13,700.00	00138900
			13,700.00	00138901
			13,700.00	00139141
			1,622.50	00139194
ORANGE COUNTY REGISTER	V6403461	4320	966.00	00139100
ORANGE COUNTY TRANSIT AUTHORITY	V6406414	5880	1,822.80	00139195
			39,949.88	00139268
ORANGEVIEW JR HIGH SCHOOL	V6403468	5810	590.00	00139101
O'REILLY AUTO PARTS	V6411401	4370	2,090.19	00139308
		4375	58.17	00139308
		4376	(314.45)	00139308
		4385	(47.32)	00139308
ORRAVAN MECHANICAL	V6411315	5610	960.00	00138953

			990.49	00139329
		6490	6,796.67	00139329
ORVAC ELECTRONICS	V6403479	4320	1,168.85	00139315
		4355	522.38	00139315
		4370	103.82	00139339
OXFORD ACADEMY	V6403485	5810	320.00	00139102
			6,913.00	00139269
PARADIGM HEALTHCARE SERVICES	V6403536	5810	1,816.82	00138854
			4,433.27	00139340
PARK, ESTHER	V6411350	5220	70.09	00139103
PARKER AND COVERT LLP	V6403544	5821	305.50	00138954
			8,658.50	00139142
			258.50	00139196
PARKHOUSE TIRE INC.	V6403547	4386	23.79	00139341
PATINO, REUBEN	V6403910	5220	111.49	00139104
PDT INC	V6412151	4375	219.41	00139342
PENNER PARTITIONS INC	V6403625	4355	384.67	00139358
PERRY PASSARO Ph.D.	V6411634	5810	11,875.00	00139000
PESI PREMIER EDUCATION SOLUTIONS	V6409156	5210	99.00	00139359
PETITT, CYNTHIA	V6405571	4320	511.72	00139215
		5210	50.00	00138955
			20.00	00139149
PHI, SEAN	V6405753	5210	95.96	00139150
PINNACLE PETROLEUM INC.	V6412426	4381	344.59	00139105
		4382	18,736.74	00138855
			18,466.62	00139105
PINNER CONSTRUCTION CO INC	V6412130	6270	559,254.99	00139106
PIONEER CHEMICAL CO	V6403672	9320	10,980.67	00139360
PIONEER DRAMA SERVICE INC	V6403673	4210	29.95	00139343
		4310	366.25	00139343
		5880	155.00	00139343
PIPS	V6407384	3601	307,754.19	00139107
		3602	102,584.73	00139107
PITNEY BOWES	V6403677	5910	8,769.41	00139026
PITNEY BOWES PRESORT SERVICES INC.	V6409632	5910	8.27	00138902
			756.84	00138956
			560.40	00139344
PITSCO INC.	V6403679	4310	284.67	00139345
			1,206.80	00139361
PLUMBING AND INDUSTRIAL SUPPLY CO INC	V6412332	4355	173.23	00139270
			538.75	00139362
POOL SUPPLY OF ORANGE COUNTY	V6403700	4347	3,341.06	00139363
PORTVIEW PREPARATORY	V6411850	5860	5,665.00	00139364
POWERS, REGINA	V6411665	5220	52.70	00139151
PRAXAIR	V6403719	4355	293.94	00139365
PRESENTATION FOLDER INC	V6403738	5810	708.66	00138957
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	1,473.73	00139346
			62.37	00139366
PRO CRAFT CONSTRUCTION INC	V6412572	5610	144,210.00	00139108
PRO PHOTO CONNECTION INC	V6412479	4310	310.59	00139367
PRO STAR	V6410151	5610	399.00	00138856
PSYCHOLOGICAL ASSESSMENT RESOURCES	V6403780	4310	4,908.60	00139347
QUENEAU, JANET	V6405658	5210	150.00	00138857
RADIOLABS INTERNATIONAL INC	V6412592	4310	440.92	00139109
RAMIREZ, MARIA T.	V6412066	5220	71.53	00139110
REAL INSPIRATION INC.	V6412594	5805	5,000.00	00139216
REAL, JEANNETTE	V6411176	5220	119.20	00139111

REALL, JULIEANNE	V6408222	5210	32.44	00138858
			933.37	00139152
REEL LUMBER SERVICE	V6403871	4355	100.20	00138903
REINDL, SCOTT	V6409277	5210	50.00	00138958
		5220	122.14	00139153
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	5,372.03	00139001
REVOLVING CASH FUND	V6405190	4320	197.00	00139028
		4390	525.68	00139028
		5210	3,635.00	00139028
		5310	250.00	00139028
		5880	315.00	00139028
		5910	6,428.20	00139028
		6210	500.00	00139028
		8699	1,863.88	00139028
RIDDLE APPLIANCE AND TV	V6406711	5610	79.00	00138904
RIEL, JEFFREY	V6407850	5310	380.37	00138859
RIPPON, MATT	V6407638	5210	952.17	00139154
ROGHAIR, DANIELLE	V6411353	5220	69.42	00138860
ROMERO, ENRIQUE	V6411625	5210	397.46	00139155
ROSEBURROUGH TOOL CO. INC	V6404014	4355	94.77	00139368
ROSSIER PARK SCHOOL	V6411451	5860	29,706.77	00139002
			14,358.16	00139143
			26,178.90	00139330
RUIZ FLORES, CLAUDIA	V6408647	5210	105.84	00138861
RUSSELL SIGLER INC DBA SIGLER	V6410420	4347	163.75	00139112
		4410	797.56	00139112
RUTHENBECK, LYNN	V6402876	5220	12.57	00139369
RYLAARSDAM, MICHAEL	V6408791	5210	749.37	00138862
SAFETY KLEEN	V6404072	5610	3,366.42	00139113
SALDANA, JOSEPH	V6408844	5210	893.94	00139156
SANDWOOD ENTERPRISES	V6407703	4347	445.50	00139370
SAUCEDO, NANCY	V6411992	5220	17.98	00139157
SAVANNA HIGH SCHOOL	V6404130	5810	5,181.00	00139144
SC FUELS	V6404378	4384	2,239.58	00139114
SCANLON, JEFF	V6402298	5210	926.81	00139158
SCHOOL SPECIALTY INC	V6404173	9320	297.91	00139115
SCHOOLS FIRST FCU DCP	V6403419	3901	1,750.00	00138863
			1,750.00	00138864
			1,750.00	00138865
			1,750.00	00138866
		3902	1,750.00	00139116
SCHUMM, BRETT	V6400589	5210	760.94	00139371
SCHWARTZ, BILLIE	V6400521	5220	48.49	00139117
SEHI COMPUTER PRODUCTS INC	V6404221	4310	9,619.08	00139145
		4410	1,515.99	00138959
			732.70	00139316
		5610	11,638.25	00139145
		5880	204.00	00139145
		6490	120,617.34	00139145
SELTZER, MICHAEL	V6403109	5210	50.00	00138960
		5220	56.70	00138867
SHELTON, MIKE	V6403136	3701	1,812.60	00139118
SHERWIN WILLIAMS CO., THE	V6410919	4355	338.75	00139317
		9320	10,394.47	00139317
SHRED IT USA LLC	V6411124	5810	73.25	00139119
			146.71	00139318
SIENKOWSKI, JACQUELINE	V6412604	5210	225.00	00139177

SIGN MART PLASTICS PLUS	V6412529	4320	282.10	00138990
SLAGLE, MICHAEL E.	V6412584	5210	2,100.71	00139003
SMART AND FINAL IRIS CO	V6404306	4390	309.76	00138961
			125.05	00139159
SNOWDEN, KRISTIN	V6402620	5210	30.00	00138868
SOLARWINDS INC.	V6409947	5610	1,269.00	00139120
SOLORZANO, RAQUEL	V6408953	5210	299.34	00138869
SOUTH JHS ASB	V6405227	5810	490.00	00139271
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	82,857.81	00139121
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	9320	1,352.76	00139122
SPEECH AND LANGUAGE	V6404400	5860	30,333.00	00139004
			28,083.25	00139331
SPENCER, KASEY	V6407568	5210	582.60	00138870
SPICERS PAPER INC	V6404405	4320	2,206.30	00139319
SPRINT SOLUTIONS INC	V6411072	5918	320.47	00139123
SPYKERMAN, JULIE	V6405752	5210	50.00	00138962
STAGE TECH	V6405298	5620	5,316.50	00139332
STAPLES ADVANTAGE	V6410116	4310	2,353.12	00139320
		4320	927.87	00139124
			1,602.33	00139320
		4410	1,917.99	00139320
STATER BROS	V6407496	4310	106.67	00138871
			53.47	00138963
			74.82	00139321
STEINBRICK, GAIL	V6408751	5220	125.35	00139125
STEINLE, CHARLES	V6410113	3701	1,204.80	00139126
SUPPORT WAREHOUSE LTD	V6412183	4410	1,340.00	00138905
SWEETWATER	V6409201	4310	59.99	00139127
SWITZER, MICHAEL	V6411497	5220	126.52	00139128
			56.70	00139160
SWRCB	V6407133	5880	1,676.00	00138872
SZENERI, KANDYCE	V6412490	5220	74.58	00139217
T MOBILE	V6410424	5918	320.47	00138991
TEACHER LEARNING CENTER	V6412510	5210	1,125.00	00138906
THAI, JENNY	V6409554	5210	752.46	00139218
		5220	69.55	00139161
THOMASSON, MELANIE	V6410437	4390	268.85	00139178
THREE BEAR ENTERPRISES	V6411944	4320	10.78	00138873
			43.10	00139322
TIETZE, BRANDON	V6412351	5210	132.20	00138874
TN SHEET METAL INC	V6412506	5610	2,489.30	00138907
TOOMEY, PAMELA	V6409165	5210	141.41	00138875
TORRES, SANDRA	V6412586	5210	34.00	00138908
TRAN, THAO	V6412446	5220	21.67	00139129
TRANSPORTATION CHARTER SVCS. INC.	V6404779	5620	5,557.50	00139005
TROXELL COMMUNICATIONS INC	V6404796	4310	56.03	00138909
TTG ENGINEERS	V6412574	5810	9,080.00	00139057
			720.00	00139348
TURF STAR INC	V6404805	5610	623.34	00138910
U S BANK	V6406908	5880	1,870.00	00139323
U S BANK	V6406511	4310	781.19	00139029
			1,289.25	00139030
			9,262.69	00139185
		4320	2,012.34	00139029
			538.53	00139030
			130.40	00139185
		4390	690.05	00139030

			233.67	00139185
		5210	292.20	00139030
		5810	112.00	00139029
		5880	149.99	00139029
			18.00	00139185
UNITED PARCEL SERVICE	V6408429	5910	70.52	00138964
UNITED REFRIGERATION INC.	V6404853	4347	131.36	00139006
		4410	5,224.22	00139006
VALERIANO, ARTURO	V6412424	5210	896.47	00138876
VALLEE, KIMBERLY	V6411912	5210	408.28	00138877
VALLEY VISTA SERVICES INC	V6411966	5580	4,852.87	00139130
VAVRINEK TRINE DAY AND CO	V6404910	5810	1,641.73	00139007
		5820	5,600.00	00139007
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	75.17	00139131
VILLMER, PAULA	V6410695	5210	19.58	00139179
		5220	4.82	00139132
VISION COMMUNICATIONS CO.	V6404955	4320	1,221.49	00138878
		5610	78.96	00138878
			167.96	00139349
VISTA HIGHER LEARNING	V6411394	4150	831.71	00139197
VITAL LINK	V6404963	5880	60.00	00138965
VORTEX INDUSTRIES INC	V6412411	5610	999.12	00138911
WALTERS WHOLESALE	V6409053	4355	5,652.85	00139008
WARD'S NATURAL SCIENCE EST	V6404999	4310	5,369.56	00138912
WEB STORES AMERICA INC	V6410377	4320	207.00	00138913
WESTRUX INTERNATIONAL INC	V6405053	4376	1,661.87	00138966
		4385	211.19	00138966
WESTSIDE BUILDING MATERIALS	V6405054	4355	29.58	00138967
WILMOTH, SCOTT	V6407251	5210	566.10	00139162
WINZER	V6412060	4375	1,342.70	00138879
WOLVERINE FENCE COMPANY INC	V6410121	5610	7,000.00	00139009
		6490	12,000.00	00139009
WORKABILITY 1 REGION 1	V6409843	5210	195.00	00139133
YAMAHA GOLF CARTS OF CALIFORNIA	V6405131	5610	1,185.80	00138880
			135.00	00138968
			968.37	00139324
YELLOW CAB OF GREATER ORANGE COUNTY	V6405135	5870	543.00	00138881
YETT, JESSICA	V6412457	4310	177.56	00139350
		4390	412.70	00139350
		5210	50.00	00138969
ZEPEDA, SARAH	V6412585	4310	264.59	00138970
ZISKO, AMBER	V6406552	5220	47.03	00138882
			91.06	00139219
ZONAR SYSTEMS INC	V6412168	4375	737.09	00138971
ZONES	V6405158	4310	66.00	00138972
GENERAL FUND (0101)			3,257,491.34	
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	232,581.25	00139372
GROUP DELTA CONSULTANTS INC	V6412301	6290	5,650.00	00139031
			516.25	00139351
P2S ENGINEERING INC	V6411662	6212	12,200.00	00139373
VITAL INSPECTION SERVICES INC	V6412251	6291	7,725.00	00139032
			4,125.00	00139272
GO BOND FUND (2124)			262,797.50	

SCHOOL FACILITY CONSULTANTS	V6404158	5810	2,637.50	00138914
CAPITAL FACILITIES FUND (2525)			<u>2,637.50</u>	
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	76,345.00	00139374
INTELESYSONE INC.	V6412444	6490	142,200.40	00139010
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6219	6,802.00	00138823
P2S ENGINEERING INC	V6411662	6212	2,114.00	00139033
REVOLVING CASH FUND	V6405190	6222	5,195.00	00139034
RUHNAU RUHNAU CLARKE	V6412249	6212	50,414.70	00139027
			1,078.52	00139273
CAPITAL FACILITIES RDA FUND (2545)			<u>284,149.62</u>	
AUHSD	V6400400	5890	6,010.38	00139134
WORKERS COMPENSATION FUND (6768)			<u>6,010.38</u>	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	8,122.79	00138973
			8,117.21	00139274
ANTHEM BLUE CROSS	V6409810	5461	1,719,970.28	00138992
AUHSD	V6400400	5891	934,479.40	00138974
			619,299.59	00139180
			611,484.24	00139325
BENISTAR HARTFORD	V6410980	5466	81,159.24	00138915
			79,252.10	00139198
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	261,377.00	00139135
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	11,381.39	00139136
EXPRESS SCRIPTS INC.	V6410974	5895	229,039.29	00138916
			105,666.75	00138993
			134,057.59	00139137
			110,898.55	00139181
			96,279.68	00139326
			108,015.15	00139352
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	12,127.50	00139186
HOLMAN PROFESSIONAL COUNSELING CENTERS	V6411743	5463	69,104.58	00138975
			68,997.82	00139275
METLIFE	V6408692	5462	44,089.60	00139276
PARIZEK, DANIEL	V6412558	5899	778.76	00139138
PINNACLE CLAIMS MANAGEMENT INC.	V6409946	5812	155,174.78	00138976
			153,400.11	00139353
VISION SERVICE PLAN	V6404956	5464	54,453.10	00138994
			54,147.55	00139375
HEALTH AND WELFARE INS FUND (6769)			<u>5,730,874.05</u>	
GRAND TOTAL ALL FUNDS			<u>9,543,960.39</u>	

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

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	337,171.01	303,438.76	1,000.00	41,118.50	345,557.26
Western	295,233.91	175,810.72	275.00	121,326.26	297,411.98
Magnolia	128,069.91	100,171.89	700.00	-	100,871.89
Savanna	73,826.31	96,987.36	500.00	261.97	97,749.33
Loara	140,261.12	91,790.76	800.00	66,753.01	159,343.77
Katella	166,496.99	191,397.51	2,100.00	-	193,497.51
Kennedy	415,062.02	403,039.12	1,300.00	-	404,339.12
Cypress	587,121.78	548,010.55	1,700.00	50,395.04	600,105.59
Brookhurst	40,238.28	35,841.61	-	-	35,841.61
Orangeview	42,104.69	45,490.98	100.00	-	45,590.98
Walker	134,060.30	130,320.43	-	-	130,320.43
Dale	46,046.37	51,863.01	-	-	51,863.01
Sycamore	37,856.87	42,053.68	-	-	42,053.68
Ball	28,642.74	29,140.94	-	-	29,140.94
South	85,168.16	92,224.77	-	-	92,224.77
Oxford	428,125.95	441,654.52	-	-	441,654.52
Lexington	60,927.18	63,495.20	-	-	63,495.20
Hope	75,703.36	80,705.92	-	-	80,705.92
Gilbert	34,853.21	35,587.76	-	-	35,587.76
Total	3,156,970.16	2,959,025.49	8,475.00	279,854.78	3,247,355.27

**Anaheim Union High School District
Cafeteria Fund
Financial Statements
January 2017**

Balance Sheet

Anaheim Union High School Dist/Food Services

1/31/2017

Asset	Assets	
CASH		
9120	Cash-Checking	\$5,315,784.96
9122	Change Fund	\$14,230.00
9123	Petty Cash	\$50.00
Total CASH		\$5,330,064.96
RECEIVABLE		
9210	A/R - Current	\$56,984.50
9280	A/R - State	\$237,552.74
9290	A/R - Federal	\$4,737,061.99
Total RECEIVABLE		\$5,031,599.23
INVENTORIES		
9321	Warehouse Food	\$98,786.11
9322	Warehouse Commodity	\$1,111.50
9323	Warehouse Supplies	\$65,218.60
9326	School Food	\$107,984.77
9328	School Supplies	\$24,117.15
Total INVENTORIES		\$297,218.13
Total Asset		<u>\$10,658,882.32</u>
		Liabilities and Fund Balance
Liability		
LIABILITIES		
9510	A/P - Current	\$1,951,879.37
9530	A/P - Accrued. Vacation	\$74,574.00
9580	Sales Tax Liability	\$5,223.89
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$63,615.18
Total LIABILITIES		\$2,095,292.44
Total Liability		<u>\$2,095,292.44</u>
Fund Balance		
FUND BALANCE		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$4,580,793.28
Total FUND BALANCE		\$8,452,203.40
Total Fund Balance		<u>\$8,452,203.40</u>
Current Year Profit (Loss)		<u>\$111,386.47</u>
Total Liabilities and Fund Balance		<u>\$10,658,882.31</u>

Accounting Period equals 7 - 2017

Statement of Revenues and Expenses

Anaheim Union High School Dist/Food Services

	Period Ending 1/31/2017				Period Ending 1/31/2016			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8621	\$30,745.00	1.59 %	\$197,098.00	1.55 %	\$24,931.50	1.22 %	\$174,853.25	1.39 %
Elementary - Lunch								
8632	\$5,129.25	0.27 %	\$39,726.75	0.31 %	\$6,076.00	0.30 %	\$35,761.25	0.28 %
High School - Breakfast								
8633	\$58,047.00	3.01 %	\$404,373.00	3.19 %	\$60,240.50	2.95 %	\$353,204.00	2.81 %
High School - Lunch								
8634	\$1,124.75	0.06 %	\$1,124.75	0.01 %	\$0.00	0.00 %	\$0.00	0.00 %
Meal Sales								
8635	\$92,749.62	4.80 %	\$741,393.96	5.85 %	\$133,784.92	6.56 %	\$814,979.69	6.49 %
A La Carte Sales								
8636	\$85.43	0.00 %	\$831.56	0.01 %	\$188.71	0.01 %	\$1,110.41	0.01 %
Adult Rev. - Breakfast								
8637	\$4,106.61	0.21 %	\$29,232.18	0.23 %	\$5,678.59	0.28 %	\$33,597.87	0.27 %
Adult Rev. - Lunch								
Local Revenue	\$191,987.66	9.94 %	\$1,413,780.20	11.15 %	\$230,900.22	11.32 %	\$1,413,506.47	11.26 %
Federal Reimbursements								
8200	\$314,851.42	16.31 %	\$2,090,392.74	16.49 %	\$322,970.26	15.84 %	\$2,030,587.89	16.17 %
Fed. Meal Rev.-Breakfast								
8220	\$1,226,275.18	63.50 %	\$7,934,817.80	62.60 %	\$1,269,444.74	62.25 %	\$7,880,753.98	62.75 %
Fed. Meal Rev.-Lunch								
8290	\$42,422.08	2.20 %	\$261,412.48	2.06 %	\$40,296.48	1.98 %	\$253,643.04	2.02 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$1,583,548.68	82.01 %	\$10,286,623.02	81.15 %	\$1,632,711.48	80.06 %	\$10,164,984.91	80.94 %
State Reimbursements								
8500	\$35,539.95	1.84 %	\$235,869.92	1.86 %	\$37,454.04	1.84 %	\$235,093.62	1.87 %
St. Meal Rev.-Breakfast								
8520	\$86,877.59	4.50 %	\$561,316.14	4.43 %	\$92,682.20	4.54 %	\$575,208.94	4.58 %
St. Meal Rev.-Lunch								
State Reimbursements	\$122,417.54	6.34 %	\$797,186.06	6.29 %	\$130,136.24	6.38 %	\$810,302.56	6.45 %
Other Revenue								
8291	\$0.00	0.00 %	\$0.00	0.00 %	\$18,500.00	0.91 %	\$18,500.00	0.15 %
Misc Federal Revenue								
8638	(\$599.06)	-0.03 %	(\$4,944.76)	-0.04 %	(\$956.74)	-0.05 %	(\$7,437.97)	-0.06 %
Cash Over & Short								
8699	\$33,642.40	1.74 %	\$183,027.32	1.44 %	\$28,014.50	1.37 %	\$158,130.12	1.26 %
Spec Activity/Cater								
Other Revenue	\$33,043.34	1.71 %	\$178,082.56	1.40 %	\$45,557.76	2.23 %	\$169,192.15	1.35 %
Total Revenue	\$1,930,997.22	100.00 %	\$12,675,671.84	100.00 %	\$2,039,305.70	100.00 %	\$12,557,986.09	100.00 %
Expense								
Food Purchases & Govnmt								
4700	\$619,385.41	32.08 %	\$4,443,060.76	35.05 %	\$799,980.49	39.23 %	\$4,817,566.02	38.36 %
Food Purchases								
Food Purchases & Govnmt	\$619,385.41	32.08 %	\$4,443,060.76	35.05 %	\$799,980.49	39.23 %	\$4,817,566.02	38.36 %
Supplies								
4300	\$18,565.69	0.96 %	\$210,182.71	1.66 %	\$75,911.63	3.72 %	\$574,026.44	4.57 %
Materials & Supplies								
4400	\$43,495.21	2.25 %	\$121,114.51	0.96 %	\$0.00	0.00 %	\$9,121.90	0.07 %
Noncapitalized Equipment Under \$5000								
4790	\$53,306.93	2.76 %	\$343,151.61	2.71 %	\$82.06	0.00 %	\$10,678.23	0.09 %
Supplies (Food)								

Statement of Revenues and Expenses

Anaheim Union High School Dist/Food Services

Expense	Period Ending 1/31/2017				Period Ending 1/31/2016			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Supplies								
Supplies	\$115,367.83	5.97 %	\$674,448.83	5.32 %	\$75,993.69	3.73 %	\$593,826.57	4.73 %
Salaries								
2200	\$718,511.85	37.21 %	\$4,274,956.09	33.73 %	\$696,793.92	34.17 %	\$4,267,171.51	33.98 %
Classified Salaries								
2300	\$32,434.62	1.68 %	\$261,918.51	2.07 %	\$38,633.30	1.89 %	\$269,569.10	2.15 %
Class.Sup/Admin Salaries								
2400	\$32,069.57	1.66 %	\$230,574.02	1.82 %	\$29,750.27	1.46 %	\$222,901.46	1.77 %
Clerical/Office Salaries								
2550	\$12,429.00	0.64 %	\$74,574.00	0.59 %	\$12,429.00	0.61 %	\$74,574.00	0.59 %
Food Service Vacation Pay								
Salaries	\$795,445.04	41.19 %	\$4,842,022.62	38.20 %	\$777,606.49	38.13 %	\$4,834,216.07	38.50 %
Benefits								
3202	\$83,746.31	4.34 %	\$499,864.47	3.94 %	\$70,387.54	3.45 %	\$441,476.58	3.52 %
PERS, Classified Position								
3302	\$59,310.94	3.07 %	\$362,182.69	2.86 %	\$57,373.56	2.81 %	\$363,304.39	2.89 %
OASD/MED/Classified Position								
3402	\$196,209.68	10.16 %	\$1,333,610.50	10.52 %	\$191,992.64	9.41 %	\$1,278,114.83	10.18 %
Hlth/Welfare, Classified								
3502	\$393.62	0.02 %	\$2,379.24	0.02 %	\$386.01	0.02 %	\$2,406.67	0.02 %
SUI, Classified Position								
3602	\$17,721.36	0.92 %	\$107,261.01	0.85 %	\$17,789.91	0.87 %	\$110,739.67	0.88 %
Workers Comp, Classified								
Benefits	\$357,381.91	18.51 %	\$2,305,297.91	18.19 %	\$337,929.66	16.57 %	\$2,196,042.14	17.49 %
Other Expenses								
5200	\$1,031.20	0.05 %	\$11,200.38	0.09 %	\$1,947.74	0.10 %	\$10,177.32	0.08 %
Travel & Conference								
5500	\$990.00	0.05 %	\$68,926.92	0.54 %	\$145,172.76	7.12 %	\$214,021.52	1.70 %
Operation & Housekeeping								
5600	\$4,865.50	0.25 %	\$66,656.54	0.53 %	\$9,239.60	0.45 %	\$120,962.96	0.96 %
Rental/Lease/Repair								
5650	\$0.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %	\$60.00	0.00 %
Bank Fees								
5800	\$0.00	0.00 %	\$105,600.00	0.83 %	\$0.00	0.00 %	\$11,850.00	0.09 %
Prof. Consult Service/Other Operating Exp								
5900	\$96.94	0.01 %	\$13,741.18	0.11 %	\$1,114.02	0.05 %	\$19,909.00	0.16 %
Fax, Pager, Postage								
6400	\$0.00	0.00 %	\$0.00	0.00 %	\$176.40	0.01 %	\$120,336.01	0.96 %
Dont Use - See Account 4400								
Other Expenses	\$6,983.64	0.36 %	\$266,125.02	2.10 %	\$157,650.52	7.73 %	\$497,316.81	3.96 %
Capital Outlay								
6500	\$8,259.84	0.43 %	\$33,330.23	0.26 %	\$31,159.60	1.53 %	\$249,407.84	1.99 %
Equipment-RPmore\$5000								
Capital Outlay	\$8,259.84	0.43 %	\$33,330.23	0.26 %	\$31,159.60	1.53 %	\$249,407.84	1.99 %
Total Expense	\$1,902,823.67	98.54 %	\$12,564,285.37	99.12 %	\$2,180,320.45	106.91 %	\$13,188,375.45	105.02 %
Net Profit (Loss)	\$28,173.55	1.46 %	\$111,386.47	0.88 %	(\$141,014.75)	-6.91 %	(\$630,389.36)	-5.02 %

Accounting Period equals 7 - 2017 and the Prior Accounting Period is equal to Accounting Period equals 7 - 2016

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2016/17 MONTHLY ENROLLMENT REPORT

EXHIBIT 10A

Month 7

1/30/17 to 2/24/17

SCHOOL	REGULAR DAY					Hosp/Hm	SP ED		TOTAL STUDENTS
	9th	10th	11th	12th	Subtotal				
Anaheim	784	712	708	563	2,767	1	-	98	2,866
Cypress	670	687	659	610	2,626	4	-	85	2,715
Katella	651	674	649	535	2,509	5	-	147	2,661
Kennedy	553	625	567	576	2,321	2	-	81	2,404
Loara	498	525	497	493	2,013	1	-	125	2,139
Magnolia	393	407	415	395	1,610	-	-	121	1,731
Oxford	202	205	193	184	784	-	-	-	784
Savanna	462	519	472	411	1,864	2	-	54	1,920
Western	531	493	413	410	1,847	2	-	90	1,939
Total Comprehensive	4,744	4,847	4,573	4,177	18,341	17		801	19,159
Independent Learning Centers	1	5	43	190	239	-	-	-	239
Gilbert High School	-	19	289	326	634	6	-	102	742
Polaris High School	32	46	65	74	217	-	-	-	217
Special Education Transition Program	-	-	-	-	-	-	-	127	127
Total Alternative Ed	33	70	397	590	1,090	6		229	1,325
Hope	-	-	-	-	-	-	-	221	221
Total Senior High Schools	4,777	4,917	4,970	4,767	19,431	23		1,251	20,705

SCHOOL	REGULAR DAY			Hosp/Hm	SP ED		TOTAL STUDENTS	
	7th	8th	Subtotal					
Ball	497	494	991	-	-	41	-	1,032
Brookhurst	474	540	1,014	2	-	53	-	1,069
Dale	565	589	1,154	1	-	68	-	1,223
Lexington	638	696	1,334	-	-	37	-	1,371
Orangeview	400	393	793	-	-	46	-	839
Oxford	205	206	411	1	-	-	-	412
South	712	746	1,458	1	-	64	-	1,523
Sycamore	700	638	1,338	-	-	67	-	1,405
Walker	573	539	1,112	-	-	34	-	1,146
Total Comprehensive	4,764	4,841	9,605	5		410		10,020
Polaris High School	3	5	8	-	-	-	-	8
Total Alternative Ed	3	5	8					8
Total Junior High Schools	4,767	4,846	9,613	5		410		10,028

DISTRICT TOTAL	30,733
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ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2016/17 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON

Month 7

HIGH SCHOOL	Month 6	Month 7	Growth v. (Decline)
Anaheim	2,892	2,866	(26)
Cypress	2,728	2,715	(13)
Katella	2,668	2,661	(7)
Kennedy	2,415	2,404	(11)
Loara	2,150	2,139	(11)
Magnolia	1,734	1,731	(3)
Oxford	785	784	(1)
Savanna	1,934	1,920	(14)
Western	1,951	1,939	(12)
Total Senior High	19,257	19,159	(98)

JUNIOR HIGH SCHOOL	Month 6	Month 7	Growth v. (Decline)
Ball	1,036	1,032	(4)
Brookhurst	1,059	1,069	10
Dale	1,230	1,223	(7)
Lexington	1,370	1,371	1
Orangeview	831	839	8
Oxford	412	412	-
South	1,529	1,523	(6)
Sycamore	1,399	1,405	6
Walker	1,146	1,146	-
Total Junior High	10,012	10,020	8

Total Comprehensive Schools	29,269	29,179	(90)
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Alternative Education	Month 6	Month 7	Growth v. (Decline)
Independent Learning Centers	220	239	19
Gilbert High School	749	742	(7)
Hope School	220	221	1
Polaris High School	166	225	59
Special Education Transition Program	128	127	(1)
Total Alternative Ed.	1,483	1,554	71

District Total	30,752	30,733	(19)
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CALIFORNIA COLLEGE
GUIDANCE INITIATIVE**AMENDED FEE-BASED SERVICE AGREEMENT**

between

**THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES /
THE CALIFORNIA COLLEGE GUIDANCE INITIATIVE**

and

ANAHEIM UNION UNIFIED SCHOOL DISTRICT*Agreement No. CG-089-16
Amendment #1*

Effective May 11, 2016, the Foundation for California Community Colleges ("Foundation"), a 501 (c)(3) nonprofit organization which operates the California Guidance Initiative ("CCGI") project as a fiscal sponsor and **Anaheim Union Unified School District** ("District"), entered into an Fee-Based Service Agreement ("Agreement").

WHEREAS, the parties now wish to extend the Agreement for an additional term and make other specified changes to the Agreement.

THEREFORE, the parties hereby amend the Agreement as follows:

1. **Amendment to Section 4 (Term of Agreement).** Section 4 of the Agreement is hereby amended by replacing "one year" with "two years".
2. **Amendment to Exhibit B I. a. (Fee Table).** Exhibit B I. a. of the Agreement is hereby amended by deleting it entirely and replacing it as follows:

a. Fee Table.

<i>Year</i>	<i>Fee per Student</i>	<i>Student Type</i>	<i>Number of Students</i>	<i>Total Fee by Student Type</i>	<i>Total Annual Fees</i>
2017-2018	\$2.75 per year	High School (grades 9-12)	20,956	\$57,629.00	\$77,807.00 for 2017-2018
2017-2018	\$2.00 per year	Middle School (grades 6-8)	10,089	\$20,178.00	
2016-2017	\$2.00 per year	High School (grades 9-12)	21,274	\$42,548.00	\$57,831.50 for 2016-2017**
2016-2017	\$1.50 per year	Middle School (grades 6-8)	10,189	\$15,283.50	

The 2017-2018 total fee for District is \$77,807.00.

**Calculation of the total number of students and total fee due for District will be based on the California Basic Educational Data System ("CBEDS") census data available on the Effective Date of this Agreement, and will be updated on an annual basis thereafter.*

<http://dq.cde.ca.gov/dataquest/Enrollment/GradeEnr.aspx?cChoice=DistEnrGrd&cYear=2015-16&cSelect=3066431--Anaheim%20Union%20High&TheCounty=&cLevel=District&cTopic=Enrollment&myTimeFrame=S&cType=ALL&cGender=B>

*** 2016-2017 fees are included as historical information.*

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

Signature Page Follows

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

ANAHEIM UNION UNIFIED SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: _____

Print Name: _____

Title: _____

Date: _____

CALIFORNIA COLLEGE GUIDANCE INITIATIVE

By: _____

Print Name: _____

Title: _____

Date: _____

AGREEMENT NUMBER: 43769

2017-2018
NETWORK SUPPORT SERVICES AGREEMENT
ANAHEIM UNION HIGH SCHOOL DISTRICT

This Network Support Services Agreement is hereby entered into this 9th day of January, 2017, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 Crescent Way, Anaheim, California 92803, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

1.0 BASIS OF AGREEMENT. Provide network support services for data connectivity and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT access to applications via the SUPERINTENDENT'S network utilized by the SUPERINTENDENT. Applications services shall include access to the following:

- 1. Payroll Services
- 2. Financial (Separate contract required)
- 3. Human Resources (Separate contract required)
- 4. Time and Attendance (Separate contract required)
- 5. Imaging (Separate contract required)
- 6. Data Center Site Services (Separate contract required)

1 7. Cloud Storage

2 8. Email Archiving

3 3.0 TERM. This AGREEMENT shall be in full force and effect for
4 the period commencing July 1, 2017, and ending on June 30, 2018,
5 subject to termination as set forth in this AGREEMENT.

6 4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
7 rendered pursuant to Section 2.0 of this AGREEMENT a total amount
8 not to exceed Six thousand eight hundred fifty dollars (\$6,850.00).

9 The charges are based on the actual expenses incurred by
10 SUPERINTENDENT in supporting the connectivity between DISTRICT and
11 SUPERINTENDENT through the telephone companies, Internet service
12 providers, and vendors providing equipment, lines and services.

13 DISTRICT shall be notified in writing of any increase in charges
14 incurred by SUPERINTENDENT in supporting the network. DISTRICT
15 agrees to pay SUPERINTENDENT the actual charges within thirty (30)
16 days upon receipt of an itemized invoice from the SUPERINTENDENT.

17 Charges per year shall be as follows:

<u>ITEM#</u>	<u>COST</u>	<u>DESCRIPTION OF SERVICE/SUPPORT</u>
<u>ANNUAL FEES</u>		
1.	<u>\$ 2,250.00</u>	Annual data circuit network management
2.	<u>\$ 0.00</u>	Cloud Storage
3.	<u>\$ 4,600.00</u>	Email archiving/storage per terabyte
4.	<u>\$ 0.00</u>	Email archiving/administration per terabyte
<u>TOTAL FEES:</u>		<u>\$ 6,850.00</u>

24 5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
25 technical support and assistance on SUPERINTENDENT'S Network between

1 the DISTRICT and SUPERINTENDENT, provided however, that the
2 availability or performance of this technical support service shall
3 not be construed as altering or affecting SUPERINTENDENT'S
4 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S
5 technical support via telephone shall be provided to DISTRICT
6 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,
7 excluding SUPERINTENDENT'S holidays.

8 6.0 TRAINING. SUPERINTENDENT will provide, at no additional
9 charge, such assistance and advice, if requested, as may be
10 necessary to assist DISTRICT personnel in the use and operation of
11 the equipment installed by SUPERINTENDENT to enable DISTRICT to make
12 optimum use of the network services Monday through Friday from 7:00
13 A.M. - 5:00 P.M. excluding SUPERINTENDENT'S holidays.

14 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
15 shall be an independent contractor and shall be wholly responsible
16 for the manner in which the services required by the terms of this
17 AGREEMENT are performed. Nothing herein contained shall be
18 construed as creating the relationship of employer and employee, or
19 principal and agent, between SUPERINTENDENT and DISTRICT.
20 SUPERINTENDENT assumes the responsibility for the acts of its
21 employees or agents as they relate to the services to be provided.
22 SUPERINTENDENT, its officers, agents, and employees, shall not be
23 entitled to any rights, and/or privileges of DISTRICT'S employees
24 and shall not be considered in any manner to be DISTRICT'S
25 employees.

1 8.0 HOLD HARMLESS.

2 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
3 hold harmless DISTRICT, its Governing Board, officers, agents, and
4 employees from every claim or demand and every liability loss,
5 damage, or expense of any nature whatsoever which may be incurred by
6 reason of any negligent acts or omissions of employees, agents or
7 officers of SUPERINTENDENT or the Orange County Board of Education
8 during the period of this AGREEMENT.

9 B. DISTRICT hereby agrees to indemnify, defend, and hold
10 harmless SUPERINTENDENT, the Orange County Board of Education, and
11 its officers, agents, and employees from every claim or demand and
12 every liability, loss, damage, or expense of any nature whatsoever
13 which may be incurred by reason of any negligent acts or omissions
14 of employees, agents or officers of DISTRICT during the period of
15 this AGREEMENT.

16 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
17 they will not engage in unlawful discrimination of persons because
18 of race, color, religious creed, national origin, ancestry, physical
19 handicap, medical condition, marital status, or sex of such persons.

20 10.0 APPLICABLE LAW. The services completed herein must meet the
21 approval of the DISTRICT's general right of inspection to secure the
22 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
23 to comply with all federal, state and local laws, rules, regulations
24 and ordinances that are now or may in the future become applicable
25 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel

1 engaged in operations covered by this AGREEMENT or occurring out of
2 the performance of such operations.

3 11.0 ASSIGNMENT. Neither party shall subcontract or assign this
4 AGREEMENT or the performance of any of the services set forth in
5 this AGREEMENT without prior written approval of the non-assigning
6 party.

7 12.0 TERMINATION. This AGREEMENT may be terminated by
8 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
9 sixty (60) days prior written notice to the other party.

10 13.0 TOBACCO USE POLICY. In the interest of public health, the
11 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
12 use of any tobacco products are prohibited in buildings and
13 vehicles, and on any property owned, leased or contracted for by the
14 SUPERINTENDENT. Failure to abide with conditions of this policy
15 could result in the termination of this AGREEMENT.

16 14.0 NOTICES. All notices or demands to be given under this
17 AGREEMENT by either party to the other shall be in writing and given
18 either by: i) Personal service, or ii) U.S. Mail, mailed either by
19 registered or certified mail, return receipt requested, with postage
20 prepaid. Service shall be considered given when received if
21 personally served or, if mailed, on the third (3rd) day after
22 deposit in any U.S. Post Office. The address to which notices or
23 demands may be given by either party may be changed by written
24 notice given in accordance with the notice provisions of this
25 section. As of the date of this AGREEMENT the addresses of the
parties are as follows:

1 DISTRICT: Anaheim Union High School District
2 501 Crescent Way
3 Anaheim, California 92803
4 Attn: _____

5 SUPERINTENDENT: Orange County Superintendent of Schools
6 200 Kalmus Drive
7 Costa Mesa, California 92626
8 Attn: Patricia McCaughey

9 15.0 SEVERABILITY. If any term, condition or provision of this
10 AGREEMENT is held by a court of competent jurisdiction to be
11 invalid, void, or unenforceable, the remaining provisions will
12 nevertheless continue in full force and effect and shall not be
13 affected, impaired or invalidated in any way.

14 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
15 shall be governed by the laws of the State of California, with venue
16 in Orange County, California.

17 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
18 attached hereto constitute the entire AGREEMENT between
19 SUPERINTENDENT and DISTRICT regarding the services and any agreement
20 made shall be ineffective to modify this AGREEMENT in whole or in
21 part unless such agreement is embodied in an Amendment to this
22 AGREEMENT which has been signed by both Parties. This AGREEMENT
23 supersedes all prior negotiations, understandings, representations
24 and agreements.

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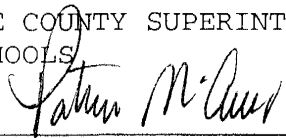
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IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY: 
Authorized Signature

PRINT NAME: Jaron Fried

PRINT NAME: Patricia McCaughey

TITLE: Assistant Superintendent,
Ed. Division

TITLE: Administrator

DATE: _____

DATE: January 12, 2017

Anaheim Union High School District-NetworkSupportServices-Intranet-(43769)18
Zip9

AGREEMENT FOR PROVISION OF
ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES
BETWEEN
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
FISCAL YEAR 2016-2017

This AGREEMENT, entered into this 1st day of September, 2016,
which date is enumerated for purposes of reference only, is by and
between Orange County Superintendent of Schools, 200 Kalmus Drive,
Costa Mesa, California 92626, hereinafter referred to as
"SUPERINTENDENT", and Anaheim Union High School District, 501 North
Crescent Way, Anaheim, California 92803, hereinafter referred to as
"DISTRICT".

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the
COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to offer Orange
County Friday Night Partnership services to the residents of Orange
County; and

WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT
for the provision of Orange County Friday Night Live Partnership
advisor stipends in order to comply with the Agreement with COUNTY to
provide comprehensive primary prevention programs to the residents of
Orange County; and

WHEREAS, DISTRICT is specially trained, experienced and
competent to perform the services required, and is agreeable to the
rendering of such services according to the terms and conditions
hereinafter set forth.

1 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

2 1.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an
3 independent contractor to provide the services as described in the
4 "2016-2017 Participation & Stipend Requirements for School-Based
5 Chapters", which is attached hereto as Exhibit "A" and incorporated
6 herein by this reference. SUPERINTENDENT shall provide advisor
7 stipends to the designated Orange County Friday Night Live chapter
8 advisor(s) at Anaheim Union High School District, 501 North Crescent
9 Way, Anaheim, California 92803. DISTRICT hereby agrees to perform said
10 work upon the terms and conditions hereinafter set forth for the
11 Community & Student Support Services Program.

12 2.0 TERM. DISTRICT shall commence providing services under this
13 AGREEMENT on September 1, 2016 and will diligently perform as required
14 and complete performance by June 30, 2017, subject to termination as
15 set forth in this AGREEMENT.

16 3.0 PAYMENT.

17 A. SUPERINTENDENT agrees to pay DISTRICT for services
18 satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT the
19 total sum not to exceed Six thousand dollars (\$6,000.00).

20 **Reimbursement for Advisor Stipends shall be made at the maximum rate**
21 **of One thousand dollars (\$1,000.00) for each eligible school chapter.**

22 **Verification and completion of all activities by June 1, 2017, is**
23 **required to receive full stipend.** Payment to DISTRICT shall be made

24 upon satisfactory performance of activities identified in Section 1.0
25 of this AGREEMENT, satisfactory completion of reporting requirements,
and receipt and approval of an itemized invoice. Payment shall be

1 mailed to: Anaheim Union High School District, 501 North Crescent
2 Way, Anaheim, California 92803, or at such other place as DISTRICT may
3 designate in writing. Payment shall be made within thirty (30) days
4 from receipt of an accurate invoice from DISTRICT.

5 B. DISTRICT shall not claim reimbursement for food, equipment
6 purchases, or services provided beyond the expiration and/or
7 termination of this AGREEMENT, except as may otherwise be provided
8 under this AGREEMENT.

9 C. SUPERINTENDENT may withhold or delay any payment should
10 DISTRICT fail to comply with any of the provisions set forth in this
11 AGREEMENT.

12 D. The obligation of SUPERINTENDENT under this AGREEMENT is
13 contingent upon the availability of funds furnished by the State of
14 California. In the event that such funding is terminated or reduced,
15 this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal
16 obligations hereunder shall be limited to the amount owed to DISTRICT
17 for services thus far performed at the time notice is given to
18 DISTRICT. SUPERINTENDENT shall provide DISTRICT written notification
19 of such termination. Notice shall be deemed given when received by
20 the DISTRICT or no later than three (3) days after the day of mailing,
21 whichever is sooner.

22 4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for
23 any costs or expenses paid or incurred by DISTRICT in performing
24 services for SUPERINTENDENT, except as follows: N/A.

25 5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
AGREEMENT, shall be and act as an independent contractor. DISTRICT

1 understands and agrees that he/she and all of his/her employees shall
2 not be considered officers, employees or agents of the SUPERINTENDENT,
3 and are not entitled to benefits of any kind or nature normally
4 provided employees of the SUPERINTENDENT and/or to which
5 SUPERINTENDENT'S employees are normally entitled, including, but not
6 limited to, State Unemployment Compensation or Workers' Compensation.
7 DISTRICT assumes the full responsibility for the acts and/or omissions
8 of his/her employees or agents as they relate to the services to be
9 provided under this AGREEMENT. DISTRICT shall assume full
10 responsibility for payment of all federal, state and local taxes or
11 contributions, including unemployment insurance, social security and
12 income taxes with respect to DISTRICT'S employees.

13 6.0 HOLD HARMLESS. DISTRICT agrees to and does hereby indemnify,
14 hold harmless and defend the SUPERINTENDENT, the Orange County Board
15 of Education and its officers, agents and employees from every claim
16 or demand made and every liability, loss, damage or expense, of any
17 nature whatsoever, which may be incurred by reason of:

18 (a) Liability for damages for: (1) death or bodily injury
19 to person; (2) injury to, loss or theft of property; or
20 (3) any other loss, damage or expense arising out of (1) or
21 (2) above, sustained by the DISTRICT or any person, firm or
22 corporation employed by the DISTRICT, either directly or by
23 independent contract, upon or in connection with the
24 services called for in this AGREEMENT, however caused,
25 except for liability for damages referred to above which
result from the sole negligence or willful misconduct of

1 the SUPERINTENDENT, the Orange County Board of Education,
2 or its officers, employees or agents.

3 (b) Any injury to or death of any persons, including the
4 SUPERINTENDENT or its officers, agents and employees, or
5 damage to or loss of any property caused by any act,
6 neglect, default, or omission of the DISTRICT, or any
7 person, firm or corporation employed by the DISTRICT,
8 either directly or by independent contract, arising out of,
9 or in any way connected with, the services covered by this
10 AGREEMENT, whether said injury or damage occurs either on
11 or off SUPERINTENDENT'S property, except for liability for
12 damages which result from the sole negligence or willful
13 misconduct of the SUPERINTENDENT, the Orange County Board
14 of Education, or its officers, employees or agents.

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

19 7.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
20 AGREEMENT shall not be assigned by the DISTRICT without prior written
21 approval of SUPERINTENDENT.

22 8.0 TOBACCO USE POLICY. In the interest of public health,
23 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use
24 of any tobacco products are prohibited in buildings and vehicles, and
25 on any property owned, leased or contracted for by the SUPERINTENDENT
pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with

1 conditions of this policy could result in the termination of this
2 AGREEMENT.

3 9.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in
4 unlawful discrimination in employment of persons because of race,
5 color, religious creed, national origin, ancestry, physical handicap,
6 medical condition, marital status, or sex of such persons.

7 10.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
8 or without cause, terminate this AGREEMENT. SUPERINTENDENT and DISTRICT
9 shall provide written notice to the other party thirty (30) days in
10 advance of termination. SUPERINTENDENT shall compensate DISTRICT only
11 for services satisfactorily rendered to the date of termination.
12 Written notice by SUPERINTENDENT shall be sufficient to stop further
13 performance of services by DISTRICT. Notice shall be deemed given when
14 received by SUPERINTENDENT or DISTRICT or no later than three (3) days
15 after the day of mailing, whichever is sooner.

16 11.0 NOTICE. All notices or demands to be given under this AGREEMENT
17 by either party to the other, shall be in writing and given either by:
18 (a) personal service or (b) by U.S. Mail, mailed either by registered
19 or certified mail, return receipt requested, with postage prepaid.
20 Service shall be considered given when received if personally served
21 or if mailed on the third day after deposit in any U.S. Post Office.
22 The address to which notices or demands may be given by either party
23 may be changed by written notice given in accordance with the notice
24 provisions of this section. As of the date of this AGREEMENT, the
25 addresses of the parties are as follows:

1 DISTRICT: Anaheim Union High School District
2 501 North Crescent Way
3 Anaheim, California 92803
 Attn: _____

4 SUPERINTENDENT: Orange County Superintendent of Schools
5 200 Kalmus Drive
6 P.O. Box 9050
7 Costa Mesa, California 92628-9050
8 Attn: Patricia McCaughey

9 12.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
10 redress for violation of, or to insist upon, the strict performance of
11 any term or condition of this AGREEMENT, shall not be deemed a waiver
12 by that party of such term or condition, or prevent a subsequent
13 similar act from again constituting a violation of such term or
14 condition. Or prevent a subsequent similar act from again constituting
15 a violation of such term or condition. Nevertheless continue in full
16 force and effect, and shall not be affected, impaired or invalidated
17 in any way.

18 13.0 SEVERABILITY. If any term, condition or provision of this
19 AGREEMENT is held by a court of competent jurisdiction to be invalid,
20 void, or unenforceable, the remaining provisions will nevertheless
21 continue in full force and effect, and shall not be affected, impaired
22 or invalidated in anyway.

23 14.0 APPLICABLE LAWS. The services completed herein must meet the
24 approval of the SUPERINTENDENT and shall be subject to the
25 SUPERINTENDENT'S general right of inspection to secure the
satisfactory completion thereof. DISTRICT agrees to comply with all
federal, state and local laws, rules, regulations and ordinances that
are now or may in the future become applicable to DISTRICT, DISTRICT'S

1 business, equipment and personnel engaged in operations covered by
2 this AGREEMENT or accruing out of the performance of such operations.

3 15.0 TRAFFICKING VICTIMS PROTECTION ACT OF 2000. DISTRICT and its
4 Subcontractors, if any, that provide services covered by this
5 AGREEMENT shall comply with Section 106(g) of the Trafficking Victims
6 Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by Section 1702.

7 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
8 be governed by the laws of the State of California with venue in
9 Orange County, California.

10 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
11 attached hereto constitute the entire agreement among the Parties to
12 it and supersedes any prior or contemporaneous understanding or
13 agreement with respect to the services contemplated, and may be
14 amended only by a written amendment executed by both Parties to the
15 AGREEMENT.

16 IN WITNESS WHEREOF, the Parties hereto set their hands.

17 DISTRICT: ANAHEIM UNION HIGH
HIGH SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

18 BY: *Shawna*
Authorized Signature

18 BY: *Patricia McCaughey*
Authorized Signature

19 PRINTED NAME: _____

19 PRINTED NAME: Patricia McCaughey

20 TITLE: _____

20 TITLE: Administrator

21 DATE: _____

21 DATE: January 23, 2017

23 AnaheimUHSD-FNL-Advisor(43604)17
24 Zip6

ORANGE COUNTY DEPARTMENT OF EDUCATION • ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL)**2016-2017 Participation & Stipend Requirements for School-Based Chapters**

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Friday Night Live (FNL) advisors who meet the requirements listed have the opportunity to receive an advisor stipend. Amounts listed reflect payment distribution for the 2016-2017 fiscal year. Each component may be counted only one time. Maximum obligation is \$1,000 per school site.

Requirement	Stipend
1. Name, Membership, Meetings, and Standards of Practice: Utilize the Friday Night Live (FNL) name for meetings, events, and activities. Maintain a FNL chapter, including a minimum of one (1) advisor and ten (10) youth; hold and facilitate a minimum of two (2) chapter meetings per month; uphold the Standards of Practice.	\$50
2. Annual Paperwork: Complete and submit the following paperwork by October 7, 2016: Chapter Profile, Chapter Application, Participation Requirements, and Lobbying Policy.	\$50
3. Monthly Logs: Due monthly by the 10 th day of the following month.	\$100
4. Advisor Leadership Training: Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the Advisor 101 training.	\$100
5. Youth Leadership Training: Participate in a 1.5-2 hour youth leadership training conducted at the chapter location by December 15, 2016. Training is conducted by OCFNLP staff and is for the youth leadership team and/or active chapter youth.	\$100
6. Countywide Training/Event: Participate in one (1) or more of the following countywide youth trainings or events: CFNLP Youth Traffic Safety Summit, Fall Leadership Training, Spring Leadership Training, and/or Chapter Recognition Event.	\$100
7. Alcohol and Other Drug Prevention Activity: Implement one (1) youth-led project that focuses on the prevention of one of the following: underage drinking, prescription drug use, impaired driving, or marijuana use.	\$100
8. Feeder School Activity: Conduct two (2) youth-led alcohol and other drug prevention activities at a feeder middle or elementary school.	\$200
9. School-based Prevention Activity: Conduct one (1) prevention activity by June 15, 2017 that results in contact with 40% of the school population.	\$100
10. Program Evaluation: Administer the year-end survey to current chapter members.	\$100

I have read and understand the requirements in this document.

Chapter Name		
Print Advisor's Name	Advisor Signature	Date
Print Principal's Name	Principal's Signature	Date



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team.



Friday Night Live (FNL) @ Alternative Education Sites

2016-2017 Participation & Stipend Requirements for School-Based Chapters

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Friday Night Live (FNL) advisors who meet the requirements listed have the opportunity to receive an advisor stipend. Amounts listed reflect payment distribution for the 2016-2017 fiscal year. Each component may be counted only one time. Maximum obligation is \$1,000 per school site.

Requirement	Stipend
1. Name, Membership, Meetings, and Standards of Practice: Utilize the Friday Night Live (FNL) name for meetings, events, and activities. Maintain a FNL chapter, including a minimum of one (1) advisor and ten (10) youth; hold and facilitate a minimum of two (2) chapter meetings per month; uphold the Standards of Practice.	\$50
2. Annual Paperwork: Complete and submit the following paperwork by October 7, 2016: Chapter Profile, Chapter Application, Participation Requirements, and Lobbying Policy.	\$50
3. Monthly Logs: Due monthly by the 10 th day of the following month.	\$100
4. Advisor Leadership Training: Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the Advisor 101 training.	\$100
5. Youth Leadership Training: Participate in a 1.5-2 hour youth leadership training conducted at the chapter location by December 15, 2016. Training is conducted by OCFNLP staff and is for the youth leadership team and/or active chapter youth.	\$100
6. Countywide Training/Event: Participate in one (1) or more of the following countywide youth trainings or events: CFNLP Youth Traffic Safety Summit, Fall Leadership Training, Spring Leadership Training, and/or Chapter Recognition Event.	\$100
7. Leadership Activities: Implement three (3) or more leadership activities. These can include alcohol and other drug prevention, community service activities, and/or feeder school activities.	\$300
8. School-based Prevention Activity: Conduct one (1) prevention activity by June 15, 2017 that results in contact with 40% of the school population.	\$100
9. Program Evaluation: Administer the year-end survey to current chapter members.	\$100

I have read and understand the requirements in this document.

Chapter Name		
Print Advisor's Name	Advisor Signature	Date
Print Principal's Name	Principal's Signature	Date



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team.



MEMORANDUM OF UNDERSTANDING

Between

THE ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD) serves the communities of Anaheim, Cypress, La Palma, Buena Park and Stanton

And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (Grant Recipient) is lawfully authorized to operate as a non-profit tax exempt and/or charitable organization

Regarding

AUHSD's 2016 GRANT for the Grant Recipient's Saturday Academy of Law Program, an education pipeline program offered to high school freshmen

•

This MEMORANDUM OF UNDERSTANDING ("MOU") establishes a partnership and sets forth the terms and conditions under which AUHSD has provided, and the Grant Recipient has accepted, a grant of nineteen thousand dollars (\$19,000) ("the Grant").

Use of the Grant

- 1) Shall support the Saturday Academy of Law Program expenses related to educating ninth graders enrolled at AUHSD: Period of performance 9/1/16 – 5/1/17;
- 2) Shall comply with all applicable laws and regulations; and
- 3) Shall comply with all terms of this MOU.

Disbursement of Grant Funds

Consistent with the terms of this MOU, funds will be provided by AUHSD to the Grant Recipient in the form of a check made payable to the UC Irvine Foundation.

Roles and Responsibilities

University of California, Irvine School of Law will direct efforts to achieve the following:

- A) To be the fiscal agent of the Saturday Academy of Law Program, using its best efforts to achieve the goals of the Grant, and cover remaining financial costs that exceed this Grant.
- B) Check in with AUHSD about various activities for successful implementation.

AUHSD will enable the Grant Recipient to:

- A) Inform and recruit high school freshmen.
- B) Solicit support from the Counseling Team to distribute and collect student applications.

Jaron Fried, Assistant Superintendent, Education
Anaheim Union High School District

Maria A. Stern

Maria Andrade-Stern, Sr. Contract and Grant Officer
University of California, Irvine

Date:

Date: 2/3/2017

20170131

FOCUSED FITNESS L.L.C.

WELNET SERVICE AGREEMENT

This WELNET Service Agreement (“**Agreement**”) is effective on July 1, 2017 (“**Effective Date**”) and is made by and between Focused Fitness, LLC, a Washington limited liability corporation with its principal place of business at 2406 S. Dishman-Mica Rd., Ste. 4, Spokane Valley, WA 99206 (“**Focused Fitness**”) and Anaheim School District, a School Client, with its principal place of business at 501 Crescent Way, Anaheim, CA 92803-3520 (“**Client**”).

1. Definitions.

1.1 “**Administrator(s)**” means those Users who are granted expanded access to the Services, including without limitation the ability to import data into the Services.

1.2 “**Services**” mean the online services to be provided hereunder, as described in Attachment A or as otherwise agreed in a writing signed by the parties, including any modifications, bug fixes, improvements, or enhancements included by Focused Fitness as part of the Services during the term of this Agreement.

1.3 “**Focused Fitness Site**” means the collection of web pages containing a common base URL of www.focusedfitness.org that is delivered over the Internet.

1.4 “**WELNET site**” means the collection of web pages containing a common base URL of www.focusedfitness.org/welnet that is delivered over the Internet.

1.5 “**User**” or “**Users**” means those students (if any), staff and teachers within the Client’s school Client and/or school who are authorized by Client to access the Services, and includes Administrators.

2. Services.

2.1 General. Focused Fitness agrees to provide Users with the Services pursuant to the terms and conditions set forth in this Agreement. In the event that either party desires to make changes to Attachment A or to this Agreement during the term of this Agreement, such party shall so notify the other party, and both parties shall agree in writing on such changes and on necessary adjustments, if any, to the other terms of this Agreement that are required to accommodate such changes.

2.2 Non Exclusivity. Focused Fitness hereby grants to Client a non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this agreement. Nothing herein shall prevent Focused Fitness from marketing or selling any goods or services to any prospective customer.

2.3 Service Levels/User Support. Focused Fitness will provide the Services and User support in accordance with the service levels set forth in Attachment C.

3. Consideration.

3.1 General. Client will pay Focused Fitness for the Services pursuant to the “**Payment Schedule**” set forth in Attachment B.

3.2 Payment Terms. Client will pay all Focused Fitness invoices within thirty (30) days of the invoice date.

3.3 Taxes. Amounts stated under Section 3.1 do not include applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered hereby regardless of whether the same are separately stated by Focused Fitness. Such taxes are the responsibility of Client whether or not added to applicable invoices by Focused Fitness. Client may provide to Focused Fitness an exemption certificate in a form acceptable to Focused Fitness and to the relevant taxing authority, in which case Focused Fitness shall not withhold the taxes covered by such certificate following its receipt by Focused Fitness and during the period that such certificate is in effect, provided that Client shall remain liable for any such taxes that are the subject of such certificate and shall indemnify and hold Focused Fitness harmless therefrom.

4. **Publicity.**

4.1 Trademark License. Subject to the terms of this Agreement, each party grants to the other party a royalty-free, non-exclusive, non-transferable, personal license to use the Licensed Mark only on materials generated and delivered as a component of the Services and/or on either party's websites, during the Term, according to the terms and conditions in this Agreement and any other trademark guidelines in effect at the time of use as communicated by each party to the other party. Such Licensed Marks may be used solely in connection with the marketing and provision of the Services, including without limitation for purposes of advertising the identity of Focused Fitness' existing and/or past customers. "**Licensed Mark**" means those marks identified in Attachment D to this Agreement.

4.2 Communication to Users. Except as set forth in the Services to be provided to Client under this Agreement, Client will be responsible for communicating to Users regarding availability of the Services for access by Users.

5. **Data**. Client agrees that Focused Fitness will collect certain data and information (collectively "**Data**") relating to Client and Users in connection with this Agreement. In addition to those rights granted under Section 4.1 of this Agreement, Focused Fitness may use such Data for the following purposes:

- (i) Aggregated Data. Client agrees that Focused Fitness may aggregate any and all combinations of Data collected by it under this Agreement such that the Data no longer contains any personally identifiable information of any User ("**Aggregated Data**"). All Aggregated Data is the property of Focused Fitness, and Client agrees that Focused Fitness may use such Aggregated Data for any purpose, including without limitation in publications and marketing materials.
- (ii) Personally Identifiable Information of Users. All personally identifiable information of Users ("**User PII**") is Confidential Information of Client as described in Section 7 of this Agreement. Notwithstanding that Section 7, Client hereby grants to Focused Fitness a non-exclusive, royalty-free limited right and license to use such User PII to create the Aggregated Data described in Section 5(i) of this Agreement.
- (iii) Security Measures. Focused Fitness will protect the Hosting Environment, the Web Site, User Information, and transmission of data by between the Web Site and Users (collectively the "**Protected Services**") using the highest industry standard procedures and technologies. Without limitation to the foregoing sentence, at a minimum, Focused Fitness will implement the following measures:

- (a) At all times during the Term, Focused Fitness will protect the Protected Services by using industry standard intrusion detection technology, and monitor the Protected Services using trained Internet security specialists.
- (b) Focused Fitness will protect the Protected Services with a firewall that is configured with an intrusion detection system that monitors the Internet segment and can immediately shut down ports that are being attacked.
- (c) Focused Fitness will generate logs and review logs to determine unauthorized activities relating to the Protected Services every ten (10) days.
- (d) All physical access to the Protected Services will be restricted to authorized employees of Focused Fitness who have a need to for such access to carry out their duties, and are under an obligation to treat the Protected Services as confidential and to comply with Focused Fitness's obligations under this Agreement.
- (e) All Internet access to the Protected Services must be accomplished via SSL (Secure Socket Layer) Version 3 or a successor version thereto, which must provide an encrypted session over the Internet.

6. **Client's Responsibilities.**

6.1 System Requirements. The Services are made available over the Internet. To access the Services, Users must have: (i) a suitable Internet connection, and (ii) access to a computer that meets the minimum hardware and software requirements specified by Focused Fitness from time to time on the Focused Fitness Site. Client acknowledges that it is responsible for ensuring that Users can comply with the System Requirements. Client, and not Focused Fitness, is responsible for User support with respect to the User's Internet connection, computer hardware, computer software or personal email accounts.

6.2 Passwords. Users obtain access to the Services through the usage of passwords. Users must comply with Focused Fitness's policies and procedures, as communicated from time to time to Client on the Focused Fitness Site, relating to the issuance, protection and administration of such passwords. Client will ensure that Users comply with any such requirements. Client, and not Focused Fitness, is responsible for any damages and/or disclosure of information, including without limitation User PII, that results from any User's misuse of a password and/or the Services, including without limitation such User's failure to adequately protect the secrecy of the password and/or access to the Services.

6.3 Parental Consent. Client, and not Focused Fitness, is responsible for obtaining any and all necessary parental consent for any student Users to access and use Services.

6.4 User Requirements. All Users of Services must comply with any Focused Fitness terms of use and/or privacy policy in effect as published on the Focused Fitness Site ("**Terms of Use**"). Focused Fitness reserves the right to suspend or discontinue a User from accessing Services at any time if the User violates the Terms of Use. Client is responsible for (i) ensuring that Users are aware of Focused Fitness's Terms of Use, (ii) working in good faith to ensure that Users comply with the Terms of Use, and (iii) notifying Focused Fitness of any activity by Users in violation of the Terms of Use.

6.5 Surveys. Client agrees to cooperate with Focused Fitness and permit Focused Fitness to conduct user satisfaction surveys of Users, at Focused Fitness's expense.

6.6 Access Limited to Users. Client will not resell the Services or provide access to the Services to any third parties who are not Users.

6.7 All Rights Reserved. The Services provide access to certain content owned or licensed by Focused Fitness and protected by national and international copyright and trademark laws. Except for the rights expressly granted in Section 2, Focused Fitness expressly reserves all right, title, and interest in and to the Services and Client agrees that Focused Fitness does not, directly or by implication, by estoppel or otherwise, grant any other rights or licenses to Client under this Agreement. Client will not remove or alter any trademark or other proprietary notice in or on any Services.

7. **Confidential Information.** Each party agrees that during the term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except as expressly authorized herein. The term "Confidential Information" means all nonpublic information that a party designates as confidential at the time of the disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, the receiving party should in good faith treat as confidential. Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that: (i) was generally known to the public at the time disclosed by the Disclosing Party; (ii) became generally known to the public other than through a breach of this Agreement by the receiving party after the time of disclosure to the receiving party by the disclosing party; (iii) was in the receiving party's possession free of any obligation of confidentiality at the time of disclosure to the receiving party by the disclosing party; (iv) was rightfully received by the receiving party from a third party that was free of any obligation of confidentiality after disclosure by the disclosing party to the receiving party; or (v) was independently developed by the receiving party without reference to or use of Confidential Information disclosed by the disclosing party.

8. **Feedback.** Either party may from time to time provide suggestions, comments or other feedback ("**Feedback**") to the other party with respect to Confidential Information disclosed to it by the other party. Both parties agree that notwithstanding anything to the contrary in this Agreement, all Feedback is and shall be entirely voluntary and shall not, absent separate written agreement, constitute Confidential Information or create any confidentiality obligation for the receiving party. Each party shall be free to use, implement and disclose such Feedback as it sees fit, entirely without obligation of any kind to the other party, with the sole exception that the party receiving Feedback will not disclose that the other party provided such Feedback except with prior written consent.

9. **Representations and Warranties.** Each party hereby represents and warrants that (i) this Agreement has been duly and validly executed and delivered by such party and constitutes a legal and binding obligation of such party, enforceable against such party in accordance with its terms; (ii) such party has all necessary power and authority to execute and perform in accordance with this Agreement; (iii) it will comply with all applicable laws in the performance of its obligations under this Agreement, in particular with any federal and state rules regarding student records, privacy, and the commercial use of student information, including but not limited to the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act of 1996; and (iv) such party's execution, delivery and performance of this Agreement will not conflict with or violate any provision of law, rule or regulation to which such party is subject, or any agreement or other obligation directly or indirectly applicable to such party or binding upon its assets.

10. **Indemnity.**

10.1 Duty to Indemnify. Each party will indemnify, defend, and hold the other party and its officers, employees, consultants and agents harmless from any and all third party claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim resulting from any breach or alleged breach of the indemnifying party's representations, warranties and covenants set forth in Section 9 of this Agreement.

10.2 Process. With respect to any third party claims for which one party ("**Indemnifying Party**") is obligated to defend and indemnify the other party ("**Indemnified Party**") under Section 10.1, the following procedures apply: The Indemnified Party will permit the Indemnifying Party, through counsel chosen by the Indemnifying Party and reasonably acceptable to the Indemnified Party, to answer and defend the claim. The Indemnifying Party will permit the Indemnified Party to participate in its own defense with its own counsel at its own expense. If the Indemnified Party elects to participate in its own defense, the Indemnifying Party agrees to consider in good faith the views of the Indemnified Party and its counsel and to keep the Indemnified Party and its counsel reasonably informed of the progress of the defense, litigation, arbitration, or settlement discussions relating to the claims. The Indemnifying Party will not settle any claims against the Indemnified Party except with Indemnified Party's prior written permission, which permission will not be unreasonably withheld or delayed. The Indemnifying Party is not responsible for any settlement made by the Indemnified Party without the Indemnifying Party's written permission. If the Indemnified Party and Indemnifying Party agree to settle a claim, the Indemnifying Party will not publicize the settlement without first obtaining the Indemnified Party's written permission.

11. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 8 ABOVE, ALL SERVICES PROVIDED BY FOCUSED FITNESS HEREUNDER ARE PROVIDED "AS IS" AND FOCUSED FITNESS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND DUTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT.

12. **LIMITATION OF LIABILITY & EXCLUSION OF CERTAIN DAMAGES.**

12.1 EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 7 OR OBLIGATIONS UNDER SECTION 10, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 LIMITATION ON LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, FOCUSED FITNESS'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY RECEIVED BY FOCUSED FITNESS UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OR THE CAUSE OF ACTION OR ALLEGED BASIS OF THE CLAIM, AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

13. Term, Termination, and Renewal

13.1 Term. This Agreement will be effective as of the Effective Date, and will continue in effect until 3 year(s) after the Effective Date ("**Initial Term**").

13.2 Renewal. This Agreement shall automatically renew at the end of the current term and will extend for successive additional one year periods thereafter unless either party gives written notice of its intention not to renew 60 days before expiration of the current term ("**Renewal Term**").

13.3 Termination For Cause. Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Focused Fitness may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is sixty (60) days overdue on any payment due to Focused Fitness under this Agreement.

13.4 Effect of Expiration/Termination. Upon the expiration or termination of this Agreement Client will pay all amounts due to Focused Fitness up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement:

14. Non-Discrimination Statement

14.1 Focused Fitness assures the School Client that its agency complies with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

15. Miscellaneous.

15.1 Relationship of parties. Client and Focused Fitness are independent with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

15.2 Force Majeure. For a reasonable time period, each party will be excused from delay or failure in performance due to causes beyond such party's reasonable control including without limitation, acts of God, government action, regulations, riots, wars, floods, and/or earthquakes.

15.3 Notices. Any notice provided for in this Agreement must be given in a non-electronic record by registered or certified U.S. mail as designated below, return receipt requested, postage paid. It will be effective on the day it is mailed to the following address designated by each party.

	Focused Fitness Contact Person	Contact Person
Name	Amy Lutz	MJ Elliot
Title	VP Software	District Intramural Programs Director AIME Program Director Physical Education/Health Programs Specialist
Organization	Focused Fitness, LLC	Anaheim Union HS, CA
Address	2426 S Dishman Mica Rd	501 Cresnet Way
City, State, Zip	Spokane, WA 99206	Anaheim, CA 92803-3520
Phone	509 327-3181	(714) 999-3794
Email	amy@focusedfitness.org	elliott_m@auhsd.us

15.4 Assignment. Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

15.5 Waiver. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

15.6 Governing Law; Venue. This Agreement will be governed by and construed under the laws of the State of Washington (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. All disputes brought by either party arising under this Agreement will be brought in a court of competent jurisdiction in Spokane County, Washington, as permitted by law, and each party hereby submits to the exclusive jurisdiction and venue in such courts. Client waives all defenses of lack of personal jurisdiction and forum nonconveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

15.7 Attorney's Fees. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including attorneys' fees.

15.8 Severability. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be null and void.

15.9 No Third Party Beneficiaries. This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any

third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

15.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, Focused Fitness and Client agree to the terms and conditions set forth in this Agreement.

Focused Fitness Inc.
By: _____
Print Name: Amy Lutz
Title: VP-Software
Date: _____

Anaheim School District _____:
By: _____
Print Name: _____
Title: _____
Date: _____

ATTACHMENT A

Services

The **WELNET Software Program** is an easy to use, customizable, web-based software application that simplifies the process of gathering student academic, fitness and health data, printing individual and group reports and can be accessed from any internet enabled computer. Student access allows for the entering of academic assessments and behavioral logs to include: activity, diet, hydration, heart rate and sleep. An evaluation component is included that allows Clients to analyze teacher, student and workshop survey information. WELNET is curriculum based, allows students to create an electronic portfolio and is aligned with the Five for Life Program.

WELNET FEATURES:

- Web-based software allows users to input fitness, behavioral and cognitive data at any workstation with internet capabilities
- Software management system for fitness, health and cognitive data
- Application allows for a coordinated school fitness and health approach between administrators, physical educators, health educators, classroom teachers, nurses and parents
- Software licenses available for organizations of any size or structure
- Password protected login to ensure safety of data
- User friendly import feature for entering students' demographical information
- One step process for data extraction
- Class lists are automatically generated
- **Fitness Measurements**
 - Application allows for 100% fitness measurement customization
 - Ability to choose unlimited fitness measurements items
 - Selection of standards that accompany measurements
 - Modifications can be made at any time to class sessions, student information, fitness measurements, standards and more
 - Ability to customize fitness reports to include specific information related to fitness and health measurements
 - Generates fitness and health profiles for each student and tracks progress over time
 - Multiple reports provide summary information to instructors and administrators that includes; number of participants measured, demographical information and fitness and health scores compared to health standards
 - Automatic calculation of BMI, fat-free mass and healthy ranges for blood pressure
- **Behavioral Inventories**
 - Student access to activity, nutrition, hydration and sleep logs
 - Multiple reports provide summary information to instructors and administrators that includes; number of participants, behavioral information and behavioral information compared to standards
- **Cognitive Assessments**
 - Student access to complete any assessment located in the Five for Life Program K-12
 - Multiple reports provide summary information to instructors and administrators that includes; number of participants assessed and total scores achieved compared to possible scores

Hardware Requirements:

- Desktop, Laptop or Tablet Computer with internet access
- Web Browser (Internet Explorer Recommended)
- Printer

ATTACHMENT B

Payment Schedule

Anaheim School District, will pay Focused Fitness for Services according to the following “**Payment Schedule**”:

Initial Term

\$22,500.00 – (Paid on previous contract- not due at this time) WELNET Software: This fee includes 3 years of hosting, yearly or more frequent uploads of student data, hosting and backup, all upgrades and modifications and unlimited technical support.

Grant billing, including the WELNET fee for the Initial Term, will be solely based on the Services Contract. There will be no separate billing for WELNET during the Initial Term.

Initial Term –October 1, 2010 – September 31, 2013-

Renewal Term

\$1,500 – WELNET Software: This yearly fee includes: yearly or more frequent uploads of student data, hosting and backup, all upgrades and modifications and up to 3 hours of technical support. Additional technical support will be billed at a rate of \$125/hour.

This Agreement shall automatically renew at the end of the current term and will extend for successive additional one year periods thereafter unless either party gives written notice of its intention not to renew 60 days before expiration of the current term.

Renewal Term – July 1, 2017 – June 30, 2018

ATTACHMENT C

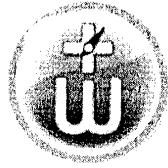
Service Levels

Focused Fitness will use commercially reasonable efforts to ensure that WELNET is available and capable of forwarding IP packets 99.99% of the time, as averaged over a calendar month.

Focused Fitness and Client will collaborate to resolve any software-related functionality issues. Focused Fitness will use commercially reasonable efforts to assist Client in resolving any such issues within 72 hours of receipt of written notice from Client. Client's written notice shall specify the nature of the problem and the steps taken by Client to investigate or otherwise remedy the problem.

ATTACHMENT D

Licensed Marks



WELNET
software





AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this April 13, 2017, by and between the Office of ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter called "THE DISTRICT", and PACIFIC AUDIOLOGICS, our school screening division, hereinafter called "CONSULTANT"

1. The complete agreement includes all documents, Terms and Conditions:

RECITALS

WHEREAS, CONSULTANT is specially skilled, trained, experienced, and competent to render the services and advice described in Article 1 of this agreement and THE DISTRICT requires these services and advice; and

NOW THEREFORE, THE DISTRICT AND CONSULTANT mutually agree as follows:

1. Services to be provided by CONSULTANT
 - A. CONSULTANT will render services described below:
 - B. Provide hearing and vision screening services as described in the proposal sent with this agreement. CONSULTANT will commence work under this agreement starting at a mutually agreed upon start date during 2016-2017 school year, and will diligently prosecute the work thereafter. CONSULTANT acknowledges that THE DISTRICT has multiple school calendars and will provide said services within these calendars as spelled out within the contract period at the rate of one school site per scheduled day. Make-up/re-test screening and threshold testing will be performed if contracted by the THE DISTRICT, after the completion of the initial testing.
 - C. CONSULTANT will perform said services as an independent contractor under the direction of THE DISTRICT in pursuit of his or her independent calling and not as an employee of THE DISTRICT; and he or she shall be under the control of THE DISTRICT as to the result to be accomplished.
 - D. Reports by the CONSULTANT shall only contain the results of the vision and hearing testing performed. The results will only be released to authorized personnel of THE DISTRICT.

- E. The CONSULTANT will indemnify and hold harmless THE DISTRICT and its agents, from any liability incurred, by reason of injury, death, or property damage sustained in connection with or caused by actions of the CONSULTANT in the performance of this contract.
- F. Staff members of CONSULTANT have been fingerprinted and processed through the Department of Justice.

NOTE- The testing services that are offered are for the general population of students who can be mass screened. Students who are in SDC, or others who will require additional testing time, or special test methods, should not be considered as part of our standard mass screening population. However, Resource, and Speech and Language students may be tested on the regular screening day. Testing of SDC students who will require additional time, or alternate test methods can be scheduled to be seen one-on-one, by our school nurses who have abilities to test students with special needs, and on a different payment structure.

2. Services to be provided by THE DISTRICT

- A. THE DISTRICT will prepare and furnish to CONSULTANT upon his or her request such information as is reasonably necessary in the performance of CONSULTANT'S work under this agreement.
- B. THE DISTRICT, or school site staff, will assist if needed in the coordination of staff members, and/or parent volunteers for each test site. **THE DISTRICT shall be responsible for the supervision and conduct of the students during the testing sessions. It is THE DISTRICT'S responsibility to get the students to and from their class at each of the school sites.** THE DISTRICT shall assign a Health Supervisor as the authorized agent to be the main contact between the CONSULTANT and THE DISTRICT.
- C. THE DISTRICT, or school site staff, will assist in the location of adequate space to conduct the vision screening, and a parking space for the mobile hearing screening unit. Make-up/re-test days may require space for vision and hearing screening and threshold testing using portable equipment.
- D. A 60 day written notice must be given in the event of cancellation of this contract. A minimum of one day notice is requested if rescheduling is needed. If testing is canceled or halted by THE DISTRICT or it's agents after testing has begun for the day, THE DISTRICT will reimburse the CONSULTANT for mileage, fuel, and salaries incurred for the testing of that day.
- E. THE DISTRICT shall issue any necessary purchase orders a minimum of 30 days prior to the beginning of testing. THE DISTRICT will be billed at the completion of the testing cycle for small districts, or at the end of each two week cycle for large districts, on work completed, and the terms of payment will be net 15 days.

F. THE DISTRICT shall be responsible for reporting failures and recommendations to parents, as well as reporting any figures, reports, or Intent to Contract paperwork with applicable agencies.

3. CONSULTANT'S Fee and Payment Thereof

A. THE DISTRICT will pay the CONSULTANT for services rendered as listed below. As services are rendered, they are to be billed on a per session basis, or on a monthly basis for large districts.

1. Session 1 – First round vision and hearing screening of all schools in THE DISTRICT.

B. For services rendered above (3a), THE DISTRICT will pay the CONSULTANT fees as follows:

		Initial
1. Hearing and Vision (2 nurses for vision, 1 audiometrist, 1 assistant, and 1 mobile hearing screening unit.	\$1450.00 per day	<u>JA</u>
2. Above services with 3 nurses based on student populations)	\$1700.00 per day	<u>JA</u>
3. Above services with 4 nurses	\$1,965.00 per day	<u>JA</u>
4. Threshold testing (if failed hearing and Time permits)	NO CHARGE	<u>JA</u>
5. Pre-printing test response forms (includes data download & conversion)	\$150.00	<u>JA</u>
6. Make-up, re-test (one nurse with Portable equipment.)	\$265.00 per day	<u>JA</u>

Above items are listed as a menu. Initial only those services desired.

C. THE DISTRICT will pay no amount of travel or other expenses of CONSULTANT under this agreement.

D. Payments should be sent to the following address:

Pacific Audiologies
1846 Woodlawn St.
Upland, Ca. 91786

Our tax I.D. information is as follows: 33-0913346

Industrial Hearing and Pulmonary Management
1846 Woodlawn St.

Upland, Ca. 91786

4. Duration of Agreement

- A. The term of this agreement shall be from July 1st, 2016, through June 30th, 2017.

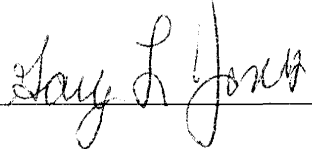
5. Special Provisions

- A. CONSULTANT shall comply with all federal, state, and local laws and ordinances, as well as required equipment calibration requirements applicable to services to be provided. CONSULTANT shall maintain all required insurance coverage.
- B. This agreement may be amended by the mutual written consent of the parties hereto.

ANAHEIM UNION HIGH SCHOOL DISTRICT

PACIFIC AUDIOLOGICS
WESTERN HEALTH

Assistant Superintendent, Education



Date: _____

Date: 3-3-17

ANAHEIM UNION HIGH SCHOOL DISTRICT
SPECIAL YOUTH SERVICES
501 N. CRESCENT WAY / P.O. BOX 3520
ANAHEIM, CA 92803-3520

TRANSPORTATION AGREEMENT

This is to certify that parents of student (137) ("Parents") agree to the following method of transportation during the extended school year (ESY) 2017:

Parents will provide student's transportation from his home at [REDACTED] to Magnolia High School located at 2450 W. Ball Rd., Anaheim, California 92804, and will be reimbursed at the rate of .535¢ per mile for a total of 3.6 miles each way, 7.2 miles round trip daily for up to 20 days during 2017 extended school year, not to exceed 20 days beginning June 5, 2017 through June 30, 2017. The maximum amount approved is as follows:

$$.535 \text{ cents per mile} \times 7.2 \text{ mile round trip} = \$3.85 \times 20 \text{ days} = \$77.00$$

Invoicing to the District is required monthly, listing date of transporting student to and from Magnolia High School and verified by attendance records.

During the entire term of this agreement, and any extension or modification thereof, Parents shall keep in effect a policy or policies of liability insurance, including coverage on owned and non-owned automobiles, of at least \$100,000.00 for each person, and \$300,000.00 for each accident or occurrence for all damages arising out of deaths, bodily injury, sickness or diseases from any one accident of occurrence, and \$25,000.00 for all damages arising out of injury to or destruction of property for each accident or occurrence. Parents agree to provide a copy of their insurance policy to the District prior to transporting student. Parents agree to indemnify and hold district harmless for any act of family in providing said transportation.

The following persons are authorized to transport student from their home to Magnolia High School: Parents

Parent Signature: Signature on Original Date: _____

Parent Signature: _____ Date: _____

Janet Queneau, Director: _____ Date: _____
Special Youth Services

Board Approved: 04-13-17
Date

Memorandum of Understanding Between
Anaheim Union High School District
And
Capistrano Unified School District
2016 - 2017

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Capistrano 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 10, 2016, and ending June 30, 2017.

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 2016-2017 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: Janet Queneau
Title: Director, Special Youth Services
Telephone: 714-999-3528
Fax: 714-999-0622

Sending District

School District: Capistrano Unified School District
Address: 33122 Valle Road
City: San Juan Capistrano, CA 92675
Attn: Jim Wood
Title: Executive Director, Secondary/Adult Transition
Telephone: 949-234-9278
Fax: 949-240-9047

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

By: _____
Authorized Agent Signature

Jaron Fried, Assistant Superintendent
Name/Title

Date

Date Approved by Provider
District Board: _____

Capistrano Unified School District
Sender District

By: 
Authorized Agent Signature

Clark D. Hampton, Deputy Superintendent
Name/Title

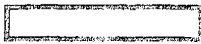
February 23, 2017
Date

Date Approved by Sender
District Board: February 22, 2017

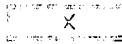
cc: SELPA

GREATER ANAHEIM SELPA

5967 Ball Rd., Cypress, CA 90630



INTRA-SELPA



INTER-SELPA

AGREEMENT

(To be completed by District of Attendance, Special Education Director upon completion of IEP Team recommendation)

School Year 2016-2017

Effective Dates

Beginning August 10, 2016

Ending June 30, 2017

(Agreement can not overlap fiscal years)

Information listed below summarizes the attached Greater Anaheim INTRA/INTER SELPA MOU.

- 1. Student Name: [REDACTED] 2. DOB: [REDACTED]
- 3. Address: [REDACTED]
- 4. IEP Placement Meeting Date: [REDACTED]
- 5. District of Residence: Capistrano Unified School District SELPA Capistrano
- 6. School of Attendance: [REDACTED]
- 7. District of Attendance: Anaheim Union High School District SELPA Greater Anaheim
- 8. Program/Placement: SH
- 9. Student's Eligibility: Primary: Orthopedic Impairment (OI) Secondary: Visual Impairment (VI)
- 10. Estimated costs to be paid by District of Residence based on prior year per pupil cost (see Exhibit A) of:

\$ 45,000 (plus additional billable services as listed in items 11&12)

- 11. Transportation provided by:

District of Attendance	<input checked="" type="checkbox"/>
District of Residence	<input type="checkbox"/>
Parent/Guardian	<input type="checkbox"/>
Other	<input type="checkbox"/>

NOTE: District of Residence will be responsible for all transportation costs

- 12. Additional Billable Services:

Aide Support:	<input type="checkbox"/>
Health Aide	<input type="checkbox"/>
Other	<u>Occupational Therapy, Specialized Vision Services</u>

NOTE: District of Residence will be responsible for Additional Billable Services actual costs

- 13. Comments: _____

NOTE: After the student is enrolled, if an additional aide, specialized equipment, and/or additional services are deemed necessary, pursuant to his/her IEP (with representative from District of Residence), the sending District shall provide additional funding for the costs of these services and this agreement shall be amended as needed.

This agreement will expire at the end of the fiscal/school year and must be renewed on an annual basis.

Signature signifies acceptance of conditions of this agreement as noted above:

District of Residence [Signature] Date 2/10/17

District of Attendance _____ Date _____

*** This document works in conjunction with the Greater Anaheim INTRA/INTER SELPA MOU ***

Rev: 10/2009

GREATER ANAHEIM SELPA
5967 Ball Rd., Cypress, CA 90630

INTRA-SELPA

INTER-SELPA

AGREEMENT

(To be completed by District of Attendance, Special Education Director upon completion of IEP Team recommendation)

School Year 2016-2017

Effective Dates

Beginning August 10, 2016

Ending June 30, 2017

(Agreement can not overlap fiscal years)

Information listed below summarizes the attached Greater Anaheim INTRA/INTER SELPA MOU.

1. Student Name: [REDACTED] 2. DOB: [REDACTED]

3. Address: [REDACTED]

4. IEP Placement Meeting Date: [REDACTED]

5. District of Residence: Capistrano Unified School District SELPA Capistrano

6. School of Attendance: [REDACTED]

7. District of Attendance: Anaheim Union High School District SELPA Greater Anaheim

8. Program/Placement: SH

9. Student's Eligibility: Primary: Autism (AUT) Secondary: Intellectual Disability (ID)

10. Estimated costs to be paid by District of Residence based on prior year per pupil cost (see Exhibit A) of:

\$ 45,000 (plus additional billable services as listed in items 11&12)

11. Transportation provided by: District of Attendance District of Residence Parent/Guardian Other

NOTE: District of Residence will be responsible for all transportation costs

12. Additional Billable Services: Aide Support Health Aide Other

NOTE: District of Residence will be responsible for Additional Billable Services actual costs

13. Comments: _____

NOTE: After the student is enrolled, if an additional aide, specialized equipment, and/or additional services are deemed necessary, pursuant to his/her IEP (with representative from District of Residence), the sending District shall provide additional funding for the costs of these services and this agreement shall be amended as needed.

This agreement will expire at the end of the fiscal/school year and must be renewed on an annual basis.

Signature signifies acceptance of conditions of this agreement as noted above:

District of Residence _____ Date _____

District of Attendance _____ Date _____

*** This document works in conjunction with the Greater Anaheim INTRA/INTER SELPA MOU ***

Memorandum of Understanding Between
Anaheim Union High School District
And
Huntington Beach Union High School District
2016 - 2017

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Huntington Beach Union High School District (hereinafter 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 1, 2016, and ending June 30, 2017.

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 2016-2017 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:	<u>Anaheim Union High School District</u>
Address:	<u>501 N. Crescent Way</u>
City:	<u>Anaheim, CA 92801</u>
Attn:	<u>Janet Queneau</u>
Title:	<u>Director, Special Youth Services</u>

Telephone: 714-999-3528
Fax: 714-999-0622

Sending District

School District: Huntington Beach Union High School District
Address: 5832 Bolsa Avenue
City: Huntington Beach, CA 92649
Attn: Douglas W. Siembieda
Title: Director, Special Education
Telephone: 714-903-7000, extension 4410
Fax: 714-372-8101

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.

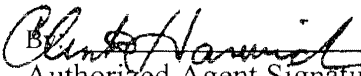
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District
Provider District

Huntington Beach Union High School District
Sender District

By: _____
Authorized Agent Signature


Authorized Agent Signature

Jaron Fried, Assistant Superintendent
Name/Title

Clint Harwick, Ed.D., Superintendent
Name/Title

Date

Date

Date Approved by Provider
District Board: _____

Date Approved by Sender
District Board: 02/14/17

cc: SELPA

**INDIVIDUAL SERVICE AGREEMENT FOR PUBLIC SCHOOL SERVICES
THROUGH A MEMORANDUM OF UNDERSTANDING**

All terms and conditions of the current Memorandum of Understanding, hereinafter referred to as the MOU previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individual Education Program (IEP), and will request an IEP review prior to any change in the service program.

Local Education Agency: Huntington Beach Union High School District

School District: Anaheim Union High School District

Student's Name: [REDACTED] DOB: [REDACTED] SEIS ID: [REDACTED] Grade: [REDACTED] Sex: [REDACTED]

Address: [REDACTED] Residential Setting (Home, Group, Foster, JCS, LCI) [REDACTED]
Street City Zip If LCI, indicate number:

Residential Contact: [REDACTED] Home Phone: [REDACTED]

Parent/Guardian: [REDACTED] Home Phone: N/A Cell Phone: [REDACTED]

Address: [REDACTED]
Street City Zip

CONTRACT TERMS: August 1, 2016 through June 30, 2017. See attached MOU

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Sch Distr)			Reg School Year	ESY	
A. BASIC EDUCATION				X			180	20	\$ 45,000.00
B. RELATED SERVICES									
1. Transportation									
a. Paid to Public School				X			180	20	\$ 7,500.00
b. Reimburse Parent									
2. Speech/Language									
a. Group				X	INCLUSIVE				\$ -
b. Individual				X	INCLUSIVE				\$ -
3. One-to-One Aide				X			180	20	\$ 65,000.00
A + B TOTAL COST									\$ 117,500.00

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ \$ 72,500.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ \$ 117,500.00

APPROVED BY THE GOVERNING BOARD ON: 02/14/17

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

ANAHEIM UNION HIGH SCHOOL DISTRICT
(Name of District)

HUNTINGTON BEACH UNION HIGH SCHOOL DIST.
(Name of School District)

(Contracting Officer's Signature) (Date)

Clint Harwick 2-14-17
(Signature) (Date)

(Name and Title)

CLINT HARWICK, Ed.D., SUPERINTENDENT
(Name of Superintendent or Authorized Designee)

**INDIVIDUAL SERVICE AGREEMENT FOR PUBLIC SCHOOL SERVICES
THROUGH A MEMORANDUM OF UNDERSTANDING**

All terms and conditions of the current Memorandum of Understanding, hereinafter referred to as the MOU previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individual Education Program (IEP), and will request an IEP review prior to any change in the service program.

Local Education Agency: Huntington Beach Union High School District

School District: Anaheim Union High School District

Student's Name: [REDACTED] DOB: [REDACTED] SEIS ID: [REDACTED] Grade: [REDACTED] Sex: [REDACTED]
Last, First Middle

Address: [REDACTED] Residential Setting (Home, Group, Foster, JCS, LCI) Group
Street City Zip If LCI, indicate number:

Residential Contact: [REDACTED] Home Phone: [REDACTED] Cell Phone: [REDACTED]

Parent/Guardian: [REDACTED] Home Phone: N/A Cell Phone: [REDACTED]
 Address: [REDACTED]
Street City Zip

CONTRACT TERMS: August 1, 2016 through June 30, 2017. See attached MOU

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Sch Distr)			Reg School Year	ESY	
A. BASIC EDUCATION				X			180	20	\$ 45,000.00
B. RELATED SERVICES									
1. Transportation									
a. Paid to Public School				X			180	20	\$ 7,500.00
b. Reimburse Parent									
2. Speech/Language									
a. Group				X	INCLUSIVE				\$ -
b. Individual				X	INCLUSIVE				\$ -
3. One-to-One Aide				X			180	20	\$ 65,000.00
A + B TOTAL COST									\$ 117,500.00

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ \$ 72,500.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ \$ 117,500.00

APPROVED BY THE GOVERNING BOARD ON: 02/14/17

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

ANAHEIM UNION HIGH SCHOOL DISTRICT
(Name of District)

HUNTINGTON BEACH UNION HIGH SCHOOL DIST.
(Name of School District)

[Signature] (Date)

[Signature] 2-14-17
(Signature) (Date)

(Name and Title)

CLINT HARWICK, Ed.D., SUPERINTENDENT
(Name of Superintendent or Authorized Designee)

**INDIVIDUAL SERVICE AGREEMENT FOR PUBLIC SCHOOL SERVICES
THROUGH A MEMORANDUM OF UNDERSTANDING**

All terms and conditions of the current Memorandum of Understanding, hereinafter referred to as the MOU previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individual Education Program (IEP), and will request an IEP review prior to any change in the service program.

Local Education Agency: Huntington Beach Union High School District

School District: Anaheim Union High School District

Student's Name: [REDACTED] Last, First Middle DOB: [REDACTED] SEIS ID: [REDACTED] Grade: [REDACTED] Sex: [REDACTED]

Address: [REDACTED] Street [REDACTED] City [REDACTED] Zip Residential Setting (Home, Group, Foster, JCS, LCI) [REDACTED]
If LCI, indicate number: _____

Residential Contact: [REDACTED] Home Phone: [REDACTED] Cell Phone: [REDACTED]

Parent/Guardian: [REDACTED] Home Phone: N/A Cell Phone: [REDACTED]

Address: [REDACTED] Street [REDACTED] City [REDACTED] Zip

CONTRACT TERMS: August 1, 2016 through June 30, 2017. See attached MOU

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/ma/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Sch Distr)			Reg School Year	ESY	
A. BASIC EDUCATION				X			180	20	\$ 45,000.00
B. RELATED SERVICES									
1. Transportation									
a. Paid to Public School				X			180	20	\$ 7,500.00
b. Reimburse Parent									
2. Speech/Language									
a. Group				X	INCLUSIVE				\$ -
b. Individual				X	INCLUSIVE				\$ -
3. One-to-One Aide				X			180	20	\$ 65,000.00
A + B TOTAL COST									\$ 117,500.00

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ \$ 72,500.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ \$ 117,500.00

APPROVED BY THE GOVERNING BOARD ON: 02/14/17

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

ANAHEIM UNION HIGH SCHOOL DISTRICT
(Name of District)

HUNTINGTON BEACH UNION HIGH SCHOOL DIST.
(Name of School District)

(Contracting Officer's Signature) (Date)

Clint Harwick 2-14-17
(Signature) (Date)

(Name and Title)

CLINT HARWICK, Ed.D., SUPERINTENDENT
(Name of Superintendent or Authorized Designee)

Instructional Materials Submitted for Adoption

April 13, 2017

March 7, 2017-April 13, 2017

Curriculum	Basic/ Suppl.	Course Name (Number)	GR	Title	Publisher
English/ELD	Basic	ELD 1 (1900)	7-12	<i>Flex Literacy Interactive Reader A, B, C</i>	McGraw Hill
World Languages	Basic	Spanish 1 (2165) Spanish 2 (2179, 2167) Spanish 3 (2175, 2176, 2172) Spanish 4 (2180)	7-12	<i>Avancemos! Levels 1-4 (2018 Ed.)</i>	Houghton Mifflin Harcourt
World Languages	Basic	French 1 (2040) French 2 (2045) French 3 (2050)	8-12	<i>Bien Dit! Levels 1-3 (2018 Ed.)</i>	Houghton Mifflin Harcourt
Career Technical Education	Basic	Accounting Principles 1 (0851)	9-12	<i>Century 21 Accounting General Journal (0851)</i>	Cengage Learning

Instructional Materials Submitted for Display

April 13, 2017

April 13, 2017-May 5, 2017

Curriculum	Basic/ Suppl.	Course Name (Number)	GR	Title	Publisher
Health	Basic	Health Science (5230)	7	<i>Teen Health</i>	Glencoe
Health Science- Physical Education	Basic	Health Science I (2310)	7	<i>Comprehensive Health</i>	Goodheart Wilcox
Physical Education Health Science Special Education	Suppl.	Health Science (5230)	7-8	<i>Positive Prevention Plus (middle school)</i>	Cardea Services
Physical Education Health Science Special Education	Suppl.	Health Science I (2310)	9-12	<i>Positive Prevention Plus (high school)</i>	Cardea Services
Physical Education Health Science Special Education	Suppl.	Health Science I (2310)	7-12	<i>Positive Prevention Plus (Special Populations)</i>	Cardea Services
English Language Development	Basic	ELD I (1900)	9-12	<i>Edge Level A</i>	Cengage Learning
English Language Development	Basic	ELD II (1910)	9-12	<i>Edge Level B</i>	Cengage Learning
English Language Development	Basic	ELD I (1900)	9-12	<i>Inside the USA</i>	Hampton Brown
Career Technical Education	Basic	Culinary Techniques 1 & 2 (1120, 1130) Food Service/ Hospitality (1140)	9-12	<i>Guide to Good Food</i>	Goodheart Wilcox

Curriculum	Basic/ Suppl.	Course Name (Number)	GR	Title	Publisher
Career Technical Education	Basic	Culinary Techniques 1 & 2 (1120, 1130) FoodService/ Hospitallity (1140)	9-12	<i>Food for Today</i>	McGraw Hill
Career Technical Education	Basic	Culinary Techniques 1 & 2 (1120, 1130) FoodService/ Hospitallity (1140)	9-12	<i>The Culinary Professional</i>	Goodheart Wilcox

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2016-2017**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
1617-182	10/11/2002	9	4/13/2017	Rossier Park School	\$17,000.00

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Residential School Year 2016-2017**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	RESIDENTIAL SCHOOL	TOTAL CONTRACT COST*
1617-168	4/20/2000	11	4/13/2017	Devereux-Cleo Wallace	\$61,000.00
1617-127	1/13/2000	11	4/13/2017	Cinnamon Hills Youth Crisis Center	59,000.00

Field Trip Report

Board of Trustees

April 13, 2017

- 1. Anaheim High School: Choir (21 female students)
 Adviser/Lead Chaperone: Jeffrey Derus (male)
 Chaperones: Tiffani Santiago (female), Alyssa Ferreri (female), and Adrian Campos (female)

To: Hollywood, CA
 Dates: April 27, 2017 to April 29, 2017
 Purpose: World Strides Onstage Performance
 Expenses: Booster Club-registration, transportation, accommodations
 Parent/Student-meals
 Site Budget-substitutes

Number of school days missed for this trip: 2
 Number of school days missed previously: 0
 Total number of days missed by this group: 2

- 2. RATIFICATION: Cypress High School: Wrestling (1 male student)
 Adviser/Lead Chaperone: Jon Thoma Lundber (male)
 Chaperones: Darin Norris (male) and Kenny Daugherty (male)

To: Rabobank Arena, Bakersfield, CA
 Dates: March 2, 2017 to March 4, 2017
 Purpose: State CIF Wrestling Tournament
 Expenses: ASB/Club Fundraisers-transportation, accommodations, substitutes
 Parent/Student-meals

Number of school days missed for this trip: 1
 Number of school days missed previously: 5
 Total number of days missed by this group: 6

- 3. Cypress High School: Speech and Debate (6 students-3 male, 3 female)
 Adviser/Lead Chaperone: Kori Muniz-Jones (female)
 Chaperones: Fred Leiningner (male)

To: Arcadia, CA
 Dates: April 28, 2017 to April 30, 2017
 Purpose: California State Competition
 Expenses: ASB/Club Fundraisers-substitutes
 Parent/Student-meals, accommodations
 Kiwanis-registration, transportation

Number of school days missed for this trip: 1
 Number of school days missed previously: 2
 Total number of days missed by this group: 3

Field Trip Report

Board of Trustees

April 13, 2017

- 4. Kennedy High School: Advanced Manufacturing and Engineering (4 male students)
Adviser/Lead Chaperone: Erik Haaf (male)

To: Atlanta, Georgia
Dates: May 18, 2017 to May 21, 2017
Purpose: Compete in the National SeaPerch Challenge
Expenses: Site Budget-registration, meals, transportation, accommodations, substitutes

Number of school days missed for this trip: 2
Number of school days missed previously: 2
Total number of days missed by this group: 4

- 5. Loara High School: Band (132 students-72 male, 60 female)
Adviser/Lead Chaperone: Scott Domingues (male)
Chaperones: Jim Garroutte (male), Byron Swadener (male), Bill Schroeder (male), Saul Barraza (male), Alex Opelt (male) Marco Rodriguez (male), Warren Renfrow (male), Vince Haselden (male), Jennifer Ayala (female), Debbie Miller (female), Elizabeth Barraza (female), Yadira Conejo (female), Julie Renfrow (female), Gabriela Rivera (female), Lola Garroutte (female), and Nadine Armenta (female)

To: Fairfield, CA
Dates: May 12, 2017 to May 15, 2017
Purpose: Northern California Band Association Tournament
Expenses: Booster Club-registration, transportation, accommodations
Parent/Student-meals

Number of school days missed for this trip: 2
Number of school days missed previously: 0
Total number of days missed by this group: 2

- 6. RATIFICATION: Magnolia High School: APAC/HAPI-YEP (51 students-27 male, 24 female)
Adviser/Lead Chaperone: Robin Turner (male)
Chaperones: Victor Atilano (male), John Gutierrez (male), Leon Vuong (male), Heena Lodhia (female), Amanda Nguyen (female), Jody Cajuto (female), Sheryll Famularcano (female), and Deana Ho (female)

To: UCI, Irvine Ranch Outdoor Education Center
Dates: April 13, 2017 to April 14, 2017
Purpose: Prepare students for college success
Expenses: OCAPICA-meals, accommodations
LCFF-transportation

Number of school days missed for this trip: 2
Number of school days missed previously: 0
Total number of days missed by this group: 2

Field Trip Report

Board of Trustees

April 13, 2017

7. Magnolia High School: United Asian Club (40 students-24 male, 16 female)
Adviser/Lead Chaperone: Cindy Ting (female)
Chaperones: William Jimenez (male), Ryan Olson (male), Paul Ting (male), Gabriela De Torres (female)

To: San Francisco, CA
Dates: May 27, 2017 to May 29, 2017
Purpose: Cultural and Historical Exploration
Expenses: Parent/Student-meals, transportation, accommodations

Number of school days missed for this trip: 0
Number of school days missed previously: 0
Total number of days missed by this group: 0

8. Oxford Academy: HOSA (16 students-8 male, 8 female)
Adviser/Lead Chaperone: Jun Cuenca (male)
Chaperone: Rachelle Blinoff-Mudd (female)

To: Orlando, Florida
Dates: June 20, 2017 to June 25, 2017
Purpose: HOSA International Leadership Conference
Expenses: ASB/Club Fundraisers-registration, transportation, accommodations
Parent/Student-registration, meals, transportation, accommodations

Number of school days missed for this trip: 0
Number of school days missed previously: 0
Total number of days missed by this group: 0

ATHLETIC TRAINING PROGRAM

AFFILIATED SITE AGREEMENT

This Affiliated Site Agreement (hereinafter, "**Agreement**") is made and entered into on **June 1, 2017** by and between Chapman University, a California nonprofit public benefit corporation (hereinafter, "**University**"), and Anaheim Union High School District (hereinafter, "**Affiliated Site**").

Recitals:

WHEREAS, the University has a graduate program in Athletic Training which awards a Master of Science degree in Athletic Training that is accredited by the Commission on Accreditation of Athletic Training Education (hereinafter, "**CAATE**") and the Western Association of Schools and Colleges; and

WHEREAS, clinical experience is required as an integral component of the athletic training curriculum and professional preparation; and

WHEREAS, the University desires the cooperation of the Affiliated Site and its staff in the development, implementation, and evaluation of the athletic training student clinical experience and professional preparation; and

WHEREAS, the Affiliated Site will benefit from the professional services provided by the athletic training students of the University; and

WHEREAS, the parties have found it to be in the public interest for the Affiliated Site to join the University in satisfying the curriculum requirements and professional preparation of athletic training students.

NOW, THEREFORE, the University and Affiliated Site agree to the following terms and conditions for the establishment and operation of a clinical education program.

I. The PARTIES Mutually Agree:

- A. This Agreement shall continue in force, effective from **June 1, 2017** to and including **May 31, 2020**. This Agreement may be renewed for a one (1) year period by mutual consent of both parties. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that (subject to the other terms of this Agreement) all students currently enrolled in the clinical education program at the Affiliated Site at the time of notice of termination shall be given the opportunity to complete the clinical education program at the Affiliated Site.

- B. The parties shall follow the cognitive and psychomotor competencies and clinical proficiencies specified by CAATE for the clinical education experience, utilize methods for their implementation, and continually evaluate the effectiveness of the clinical experience in meeting the didactic and clinical delivery of the curriculum for athletic training students.
- C. The Affiliated Site's certified athletic trainer (ATC) must be recognized as a "preceptor" defined by CAATE and the University.
- D. The Affiliated Site's health-care provider (e.g., physician, physician assistant, nurse, physical therapist) who is not a certified athletic trainer must be recognized as a "preceptor" defined by CAATE and the University.
- E. The period for each athletic training student's clinical experience shall be mutually agreed upon prior to beginning the clinical education program.
- F. The number of students able to participate in the Affiliated Site's clinical education program will be mutually determined by agreement of the parties and may be altered by mutual agreement, with due consideration given to the clinical space available.
- G. The Affiliated Site may request the University to withdraw from the Affiliated Site's clinical experience program any student who the Affiliated Site determines is not performing satisfactorily, or who refuses to follow the Affiliated Site's administrative and patient care policies, procedures, rules and regulations. Such request shall be in writing and must include a statement of reason(s) why the Affiliated Site desires to have the student withdrawn. The University may withdraw a student from the clinical program at any time, upon written notice to the Affiliated Site.
- H. Neither party shall discriminate in the assignment of athletic training students based on race, color, disability, sex, religion, national origin, sexual orientation, ancestry, or any other basis prohibited by law.
- I. The University agrees to indemnify, hold harmless, and defend the Affiliated Site, its agents, and employees from and against all loss or expense (including costs and attorney's fees) resulting from liability imposed by law upon the Affiliated Site because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the University, its trustees, agents, or employees.
- J. The Affiliated Site agrees to indemnify, hold harmless, and at the University's request, defend the University, its trustees, agents and employees from and against all loss or expenses (including costs and attorney's fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with

this Agreement, and due or claimed to be due to the negligence of the Affiliated Site, its agents, or employees.

- K. The parties agree that the athletic training students are fulfilling specific requirements for the field experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them, the students are not to be considered employees or agents of either the University or the Affiliated Site for any purpose including Workers' Compensation or employee benefit programs, and the students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- L. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To University:

Chapman University
One University Drive
Orange, California 92866
Attention: Office of the Executive Vice President & COO

with a copy to:

Chapman University
Athletic Training Education Program
One University Drive
Orange, California 92866
Attention: Jason Bennett, Director

To Affiliated Site:

Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801
Attention: Dale Miller

- M. Both parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties, and neither party shall so hold itself out. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- N. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing,

this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the University and the Affiliated Site.

- O. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- P. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- Q. This Agreement shall be governed by the laws of the State of California. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such action shall be Orange County, California.

II. The **AFFILIATED SITE** Agrees:

- A. To provide time and training for the preceptor who supervises and coordinates the clinical education experience with the University's Clinical Education Coordinator. The aforementioned individual shall meet the criteria established by the Board of Certification, Inc. (hereinafter, "**BOC**") and CAATE standards for the supervision of athletic training students in the clinical education setting.
- B. To provide the preceptor with reasonable time to plan and implement the clinical education experience including, when feasible, time to attend relevant meetings and conferences.
- C. To structure the clinical experience as needed to meet the educational competencies and clinical proficiencies specified by the University, utilize methods for their implementation, and continually evaluate the effectiveness of the clinical experience in meeting the didactic and clinical delivery of the curriculum for athletic training students. The Affiliated Site will attempt to meet the mission, goals and objectives set forth by the University within the constraints of the Affiliated Site's physical environment, patient load, and clinical experience.
- D. To advise the University of any changes in its personnel, operation, or policies which may affect the clinical education experience.
- E. To provide the athletic training student with a copy of the Affiliated Site's rules, regulations, policies, and procedures with which the athletic training student is expected to comply.
- F. To provide for emergency health care of the athletic training student in case of accident at the expense of the student.

- G. Upon reasonable request, to permit the University and/or appropriate agencies charged with the responsibility of accrediting or approving the athletic training education program to inspect the clinical facilities, services available for clinical experience, student records and other materials pertaining to the clinical education program.
- H. To evaluate the performance of the athletic training student on a regular basis using the evaluation forms provided by the University. The University is to be notified, by at least midterm, of any serious deficit noted in that assigned athletic training student's ability to accomplish the objectives set forth for that clinical experience. (It will then be the mutual responsibility of the assigned student and preceptor to devise a plan by which the student may be assisted to achieve the stated objectives.)
- I. To forward a copy of the student's final written evaluation of clinical rotation objectives reflecting competency completion and clinical proficiency acquisition, upon completion of the clinical education experience to the University's Clinical Education Coordinator or Athletic Training Program Director within five (5) working days of the end of a student's rotation (if applicable).
- J. To comply with all federal, state, and local statutes and regulations applicable to the operation of the program, including without limitation laws relating to the confidentiality of student records.
- K. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the Affiliated Site or involving employees or agents of the Affiliated Site, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the University of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- L. To provide, upon request by any participating student, with such reasonable accommodations at the Affiliated Site as required by law in order to allow qualified disabled students to participate in the program.
- M. To maintain the following minimal coverage in full force and effect, at its sole expense and written by carriers acceptable to the University:
 - 1. Commercial General Liability (Minimum Requirements):
 - Limits of Liability:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal & Advertising Injury
 - \$5,000 Medical Payments

2. The Affiliated Site shall supply an insurer's Certificate of Insurance (hereinafter, "COI") on an Acord™ 25 form stating that there is insurance in effect with the minimum limits shown above. Each COI shall specify that should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. By endorsement to all liability policies, the University shall be named as an additional insured as its interest may appear with regard to activity and/or operations under the Agreement. Insurance required under this Agreement shall be primary insurance as respects the University, its trustees, officers, employees, representatives, agents and assigns, and any insurance maintained by the University shall be excess and shall not contribute with it. All policies must be issued by insurers currently rated by A.M. Best as "(A-) IX" or better.

III. The UNIVERSITY Agrees:

- A. To assume responsibility for the professional preparation of the athletic training students in compliance with the standards and guidelines as set forth by the CAATE, the National Athletic Trainers' Association, and the BOC.
- B. To establish and maintain ongoing communication with the Affiliated Site's preceptor on items pertinent to athletic training education and the clinical education of University's athletic training students. (Such communication might include, but is not limited to, a description of the experience, student biographical information, policies, and faculty qualification.) On-site visits will be arranged when feasible or upon request by the Affiliated Site's preceptor.
- C. To place at the Affiliated Site only those athletic training students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- D. To inform the athletic training students of the Affiliated Site's requirements for acceptance when applicable.
- E. To provide the Affiliated Site, upon request to the University's Clinical Education Coordinator or Athletic Training Program Director, written certification concerning a participating student's health and any immunization against communicable diseases.
- F. To provide the Affiliated Site, upon request, a COI evidencing the University's general liability insurance coverage relative to bodily injury and property damage with limits as set forth in Section II.M hereof and to further provide evidence of professional liability insurance coverage for any participating student in connection with the student's professional activities at the Affiliated Site under the Agreement.

- G. To supply the Affiliated Site's preceptor with all appropriate didactic and clinical syllabi and evaluation instruments reflecting the educational competencies and clinical proficiencies necessary for proper clinical education instruction, supervision, and evaluation.
- H. To have each athletic training student provide, prior to commencement of the clinical experience, such confidential information as may be required by the Affiliated Site as deemed necessary for the training and guidance of the students, together with the student's authorization for release of such information, as required by law.
- I. To inform the athletic training students that they must abide by existing rules and regulations of the Affiliated Site.
- J. To inform the athletic training students that they must be cleared, if required by the Affiliated Site, from an absence caused by injury or illness, by a physician.
- K. To instruct the athletic training students to provide evidence of health insurance coverage at the beginning of the clinical experience.

This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct

copy of the Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

UNIVERSITY

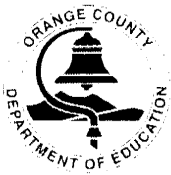
Date

By: _____
Harold W. Hewitt, Jr.
Executive Vice President & COO

AFFILIATED SITE

Date

By: _____
Brad Jackson
Assistant Superintendent, HR



2016-17 Quarterly Report Williams Legislation Uniform Complaints

District: Anaheim Union High School District

District Contact: Brad Jackson

Title: Assistant Superintendent, Human Resources

- Quarter #1 July 1 - September 30, 2016 **Report due by October 28, 2016**
- Quarter #2 October 1 - December 31, 2016 **Report due by January 27, 2017**
- Quarter #3 January 1 - March 31, 2017 **Report due by April 28, 2017**
- Quarter #4 April 1 - June 30, 2017 **Report due by July 28, 2017**

Check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
TOTALS	0		

Name of Superintendent: Michael B. Matsuda

Signature of Superintendent: _____

Date: _____

Please submit to:

Thea Savas
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336; Email: tsavas@ocde.us; Fax: (714) 327-1371

5/27/17

Human Resources Division, Certificated Personnel

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1. Resignations/Retirements, effective as noted:

Armas, Jessica	Resignation	5/26/17
Mabry, Robert	Retirement	5/31/17
Macdonald, Joseph	Resignation	6/6/17
Rasmussen, Robert	Retirement	5/26/17
Speier, Trent	Resignation	5/26/17
Truong, Phi	Resignation	5/26/17

2. Leaves of Absence:

Hibbs, Jennifer, for personal necessity/compelling family matters, without pay and without health benefits from 8/7/17 through the end of the working day on 5/25/17.

REVISED - Kubiak, Wendy, for baby bonding, without pay and without health benefits from 1/9/17 through the end of the working day on 2/10/17.

Magcalas, Jose, for professional growth, without pay and without health benefits from 4/3/17 through the end of the working day on 4/28/17.

Powers, Regina, on an intermittent basis under the provisions of FMLA/CFRA, without pay and with health benefits from 1/9/17 through the end of the working day on 5/26/17.

Reed, Timothy, for child care, without pay and without health benefits from 8/8/17 through the end of the working day on 5/25/18.

Somers, Allison, for health reasons, without pay and without health benefits on the following days 3/2-3/17, 3/7/17, 3/9-10/17, 3/21/17, 3/23-24/17, 3/28/17, 3/30-31/17, 4/4/17, 4/6/17, 4/11/17, 4/13/17, 4/18/17, 4/20/17, 4/25/17, and 4/27/17.

Vaughn, Carrie, for personal necessity, without pay and without health benefits from 7/1/17 through the end of the working day on 5/25/18.

3. Employment:

A. Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Moon Lee, Jean	2/14/17	1	2
Welker, Lauren	3/4/17	2	1

B. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Bessent, Brittany	3/28/17
Hayes, James	3/20/17
Herrera Mencos, Ivan	3/20/17
Kempter, Robert	3/24/17
Knapp, Gregory	3/20/17

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C. Day-to-Day Substitute Counselor(s), effective as noted:

Hill, Jessica	3/10/17
Kim, Joohee Julie	3/1/17

4. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenths and based on the individual's salary for 2016-17, effective as noted: (General Funds)

Fleshman, Sean	3/20/17
Hansen, Troy	2/14/17

B. Bilingual Authorization Stipend, to be paid to the following individual(s) for an earned Bilingual Cross-cultural Language and Academic Development (BCLAD) or equivalent certification, effective as noted:

Lopez, Alicia	8/8/16
Salazar, Valentine	8/8/16

C. Additional Work Days, for the 2017-18 school year, for the following curriculum specialists, with a \$4,529 stipend plus 15 additional days, at their per diem rate of pay. (EIA-LEP/Title II/General Fund)

Fujimoto, Diana	Literacy/ELD Curriculum Specialist
Hatcher, Patty	Health Curriculum Specialist/AIME
Patino, Reuben	Education Technology Curriculum Specialist
Reindl, Scott	Career Readiness Specialist/AIME
Spykerman, Julie	Match Curriculum Specialist
Switzer, Mike	English Curriculum Specialist
Yett, Jessica	Science Curriculum Specialist

D. Independent Learning Center Stipend and Additional Work Days, for the 2017-18 school year, for the following ILC Leads, with a \$3,370 stipend, plus 15 additional days, at their per diem rate of pay, effective July 1, 2017: (Independent Learning Center Funds)

Nguyen, Pete	Outreach Teacher/Specialist	Western High School
Ramirez, Oscar	Outreach Teacher/Specialist	Anaheim High School

E. Independent Learning Center Additional Work Days, for the 2017-18 school year, for the following ILC Outreach Counselors, 15 additional days, at their per diem rate of pay, effective July 1, 2017: (Independent Learning Center Funds)

Cardenas, Elizabeth	Outreach Counselor	Western High School
Casas, Joe	Outreach Counselor	Anaheim High School

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- F. Independent Learning Center (ILC) Summer Program; the ILC provides credit recovery for students during the summer of 2017. Hours of operation will be limited to six hours a day, three days a week. Individuals will be paid at the hourly rate of pay, not to exceed \$4,784 per person. (General Fund)

Arellano, Jaime	Anaheim High School
Cardenas, Elizabeth	Western High School
Casas, Joe	Anaheim High School
Cruchley, Lara	Western High School
Esperanza, Cori	Anaheim high School
Hughes, Scott	Western High School
Nguyen, Pete	Western High School
Ramirez, Oscar	Anaheim High School

- G. California State University, Fullerton, ITEST STEM, Inc. After School Program Teacher Stipend, to provide after school engineering activities for students, to be paid to the following individual(s) for the 2017-18 school year, in the amount of \$1,961 per person: (ITEST STEM, Inc. Grant Funds)

Ashton, Carolyn	South
Cao, Jennifer	Ball
Day, Russell	Lexington
Galipeau, Steven	Brookhurst
Galvin, Sandra	Lexington
Malmborg, Debra	Ball
Marquez, Lisa	South
Meza, Susanna	Brookhurst

- H. Additional Work Days, for the 2016-17 school year, for the following curriculum specialists, with a \$4,529 stipend plus 15 additional days, at their per diem rate of pay. (EIA-LEP/Title II/General Fund)

Hatcher, Patty	Health Curriculum Specialist/AIME
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5. Adjustment of salary placement due to incorrect initial placement, effective as noted:

	<u>From</u>	<u>To</u>	<u>Effective</u>
Lee, Jean	1 2	2 1	2/13/17
Pineda, Dennise	2 1	3 1	1/9/17

6. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:

	<u>From</u>	<u>To</u>	<u>Effective</u>
De La Torre, Ada	3 4	4 4	8/7/17
Ferrufino, Benjamin	3 2	4 2	8/7/17
Tagler, Craig	3 11	4 11	8/7/17

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7. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Borchardt, Gary	2/28/17
Canto, Roger	3/10/17
Carter, Joseph	3/9/17
Davilaenriquez, Aida	3/5/17
Elliott, Kelli	3/30/17
Evers, Steven	3/14/17
Galvan, Eric	4/3/17
Gomez, Daniella	3/8/17
Gomez, Lorena	3/3/17
Grinnell, Krista	3/30/17
Hill, Connie	3/8/17
Holguin, Ana	3/8/17
Irwin, Jeffrey	3/3/17
Jost, John	3/31/17
Juarez, Fidelia	2/14/17
Kim, Mo	3/24/17
Mohammedali, Marquita	3/7/17
Morrison, Vanessa	3/24/17
Nair, Arali	3/5/17
Nguyen, Dat	3/23/17
Palacios, Alexis	3/8/17
Papa, Michael	2/28/17
Pedregon, Ernesto	2/14/17
Peterson, Jeff	3/7/17
Rea, Ralph	3/24/17
Richter, Kyle	2/23/17
Sanchez, Florinda	2/8/17
Scherzinger, Joseph	3/31/17
Sullivan, Nicole	4/4/17
Vasquez, Isabel	3/27/17
Veysoglu, Guliz	3/9/17
Weber, Lisa	4/3/17
Weiss, Jonelle	3/27/17
Wu, Haosheng	3/1/17
Zhou, Lei	3/6/17

8. Extra Service Assignments, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u> Gutierrez, Estela Softball, Asst./Lower Level	\$2,834.10	Season	2/14/17
Reese, David Baseball, Asst./Lower Level	\$3,350	Season	2/14/17

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<u>Ball</u> Small, Rebena Intramural Sports	\$2,486	Season	3/20/17
<u>Cypress</u> Ruiz, Manuel Drill Team	\$2,721	2 nd Semester	1/9/17
Williams, Jr., Charles Baseball, Asst./Lower Level	\$3,350	Season	2/14/17
<u>Hope</u> Marshall, Francenia Pep Club/Dance	\$1,113	2 nd Semester	8/8/16
<u>Katella</u> Deason, Geoconda Volleyball, Boys, Asst./Lower Level	\$3,023	Season	2/14/17
Hernandez, Osvaldo Tennis, Boys, Head Varsity	\$3,350	Season	2/14/17
Pese, Maselino Volleyball, Boys, Head Varsity	\$3,350	Season	2/14/17
Vazquez, Jr., Orlando Swimming, Girls, Head Varsity	\$3,350	Season	2/14/17
<u>Kennedy</u> Agapinan, Jasmine Song Leader, Varsity	\$1,243	2 nd Semester	1/9/17
Martinez, Jr., Daniel Baseball, Asst.	\$3,350	Season	2/14/17
Moctezuma, Jr., Saul Baseball, Asst./Lower Level	\$3,350	Season	2/14/17
Panis, Aehjai Dan Tennis, Asst.	\$3,023	Season	2/14/17
Reynes, Mary Volleyball, Asst.	\$3,023	Season	2/14/17
<u>Loara</u> Abuhadwan, Mohammad Tennis, Asst.	\$3,023	Season	2/7/17
Bahena Ocampo Volleyball, Asst.	\$3,023	Season	2/14/17

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Besch, Cory Baseball, Asst.	\$3,350	Season	2/14/17
Hill, Shaun Baseball, Head Varsity	\$4,197	Season	2/14/17
Holton, Trevor Track, Asst.	\$3,023	Season	2/14/17
Jiron, Pedro Swimming, Head Varsity	\$3,350	Season	2/14/17
Jiron, Tera Swimming, Head Varsity	\$3,350	Season	2/13/17
Remigio, Gary Baseball, Asst.	\$3,350	Season	2/14/17
Torres, Robert Cheerleading	\$1,243	2 nd Semester	1/9/17
Vatcharasumph, Siriporn Badminton, Asst.	\$3,023	Season	2/13/17
Werner, Lisa Swimming, Asst./Lower Level	\$3,023	Season	2/13/17
<u>Magnolia</u> Catolico, Shawn Tennis, Asst./Lower Level	\$3,023	Season	2/14/17
Ross, James Softball, Varsity	\$3,873.83	Season	2/14/17
Wright, Benjamin Track, Asst./Lower Level	\$3,023	Season	2/14/17
<u>Orangeview</u> Arcos, Marco Roving Coach	\$1,838	4 th Quarter	3/10/17
Escalera-Salas, Alex Volleyball	\$2,486	4 th Quarter	3/20/17
Kolakowski, Lawrence Accompanist	\$625.50	2 nd Semester	1/9/17
Small, Donovan Track	\$2,486	4 th Quarter	3/20/17

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Oxford

Atwater, Nathan \$767 2nd Semester 1/9/17
Jazz Band, Junior High

Atwater, Nathan \$767 2nd Semester 1/9/17
Jazz Band, Senior High

Brennan, Brian \$2,486 3rd Quarter 1/11/17
Basketball, Girls, 8th Grade

Clark, Steven \$2,486 3rd Quarter 1/11/17
Soccer, Boys, 8th Grade

Dodd, Timothy \$2,486 4th Quarter 3/20/17
Softball, Junior High

Echolds, Stephen \$1,838 4th Quarter 3/20/17
Track and Field, Asst.

Hernandez, Jose \$2,486 4th Quarter 3/20/17
Volleyball, Boys, 7th Grade

Higger, Harvey \$1,675 Season 2/14/17
Baseball, Asst.

Iyer, Mahalakshmy \$1,113 2nd Semester 11/8/16
Speech and Debate, Junior High

Mendez, Osvaldo \$3,023 Season 2/14/17
Track, Asst.

Nguyen, Nobel \$3,023 Season 2/14/17
Volleyball, Asst.

Perez, Emily \$3,350 Season 2/14/17
Softball, Asst.

Savanna

Arevalos, Rudy \$3,068* Year 8/10/16
Asst. Band
*REVISED

Avila, Elizabeth \$4,197 Season 2/14/17
Track, Girls, Head Varsity

Avila, Elizabeth \$864.58 Season 11/7/16
Soccer, Asst./Lower Level

Charlesworth, Jillian \$3,350 Season 2/14/17
Swimming, Girls, Head Varsity

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Rafferty, Melvin Track, Asst./Lower Level	\$3,023	Season	2/14/17
Sauvey, Audrey Swimming, Asst./Lower Level	\$3,023	Season	2/14/17
Strong, Sarah Softball, Asst./Lower Level	\$3,350	Season	2/14/17
<u>Walker</u> Pickel, Degala Cross Country	\$1,492	3 rd Quarter	2/1/17
Pickel, Degala Volleyball, Boys, 7 th Grade	\$1,243	4 th Quarter	3/20/17
<u>Western</u> Canas, Dennis Track, Asst./Lower Level	\$3,023	Season	2/14/17
Mitchell, Tyler Baseball, Asst./Lower Level	\$3,350	Season	2/24/17

1. **Retirements/Resignations/Terminations, effective as noted:**

	<u>Location:</u>	<u>Effective:</u>
Chavira, Marie Instructional Assistant – Behavioral Support	Dale Jr. High School	03/24/2017
Duenas, Karla Instructional Assistant – Specialized Academic Instruction	Katella High School	03/10/2017
Harvey, Teri Instructional Assistant – Special Abilities	Savanna High School	02/22/2017
Janis, Efstathia Food Service Assistant I	Orangeview Jr. High School	02/27/2017
Lawson, Janae Instructional Assistant – Behavioral Support	Loara High School	02/28/2017
Padilla, Maria Food Service Assistant I	Western High School	02/24/2017
Vallee, Kimberly Executive Assistant	Human Resources Department - Certificated	03/29/2017
Williams, Kayla Food Service Assistant I	Food Service Department	02/24/2017
Woodman, Dierra Instructional Assistant – Behavioral Support	Lexington Jr. High School	11/28/2016

2. **Leaves of Absence:**

Aguilera, Ernie, for health reasons, without pay and without health benefits from 4/14/17 through the end of the working day on 5/25/17.

Chadwell, Krystina, for child care, without pay and without health benefits from 3/21/17 through the end of the working day on 5/25/17.

Steck, Michelle, for child care, without pay and without health benefits from 5/17/17 through the end of the working day on 5/25/17.

Valdez, Daniella, for educational purposes, without pay and without health benefits from 2/27/17 through the end of the working day on 5/5/17.

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3. **Employment, effective as noted:**

	<u>Range/Step:</u>	<u>Effective:</u>
Permanent Employees:		
Ashley, Laura Instructional Assistant – Behavioral Support	51/01	03/28/2017
Bidnick, Lance Director of Maintenance and Operations	37/02	05/01/2017
Brewer, Amanda Behavior Intervention Specialist	63/04	03/20/2017
Dabbs, Carmen Speech Language Pathology Assistant	57/03	03/20/2017
Maldonado, Richard Bus Driver	55/01	03/20/2017
Maldonado-Rangel, Yuriko Family and Community Engagement Specialist	56/01	03/27/2017
Mendez, Martin Instructional Assistant – Adult Transition	51/01	03/22/2017
Perry, Jennifer Instructional Assistant - SAI	43/01	04/17/2017
Rangel, Andres Event/Facility Attendant	48/01	04/01/2017
Santana, Jose Bus Driver	55/01	03/20/2017
Promotions:		
Varela, Andreanna Food Service Assistant III	50/03	03/28/2017
Substitute Employees:		
Becerra, Christian Substitute Instructional Assistant – Specialized Academic instruction	43/01	03/21/2017
Becerra, Christian Substitute Instructional Assistant – Adult Transition	51/01	03/21/2017
Becerra, Christian Substitute Instructional Assistant –	51/01	03/21/2017

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Behavioral Support

Becerra, Christian Substitute Instructional Assistant – Special Abilities	51/01	03/21/2017
Bermudez, Maria Substitute Secretary	51/01	03/23/17
Covarrubias, Dayanna AVID Tutor	\$14.53/Hr.	02/23/2017
Gonzalez-Gomez, Mariana Substitute Instructional Assistant – Adult Transition	51/01	02/27/2017
Gonzalez-Gomez, Mariana Substitute Instructional Assistant – Behavioral Support	51/01	02/27/2017
Gonzalez-Gomez, Mariana Substitute Instructional Assistant – Special Abilities	51/01	02/27/2017
Gonzalez-Gomez, Mariana Substitute Instructional Assistant – Specialized Academic Instruction	43/01	02/27/2017
Guerrero, Hector Substitute Food Service Assistant I	41/01	03/29/2017
Hernandez, Maria Substitute Office Assistant	43/01	03/24/2017
Hernandez, Maria Substitute Secretary	51/01	03/24/2017
Kelley, Henry Substitute Food Service Assistant I	41/02	03/27/2017
Lopez, Cameron Substitute Campus Safety Aide	41/01	02/24/2017
Lopez, Diana Substitute Food Service Assistant I	41/01	04/04/2017
Martin, Taylor Substitute Secretary	51/01	03/22/2017
Nieves, Gabriela Substitute Bus Driver	55/01	02/27/2017

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Orozco, Daisy Substitute Office Assistant	43/01	02/27/2017
Orozco, Daisy Substitute Office Assistant (Bilingual)	47/01	02/27/2017
Orozco, Daisy Substitute Secretary	51/01	02/27/2017
Orozco, Daisy Substitute Secretary (Bilingual)	53/01	02/27/2017
Romero, Ariana AVID Tutor	\$14.53/Hr.	02/16/2017
Sandiero, Esperanza Substitute Health Services Technician	51/01	03/27/2017
Vega, Arthur Substitute Campus Safety Aide	41/01	03/09/2017
Wong, Michelle Substitute Instructional Assistant – Specialized Academic Instruction	43/01	04/03/2017

4. **Workability, current minimum wage or stipend of \$256 effective as noted:**
(Workability Grant Funds)

Effective

Castro, Jacobo	03/07/2017
Gamil, Ani	03/02/2017
Garcia, Fernando	03/29/2017
Gonzalez, Vanessa	03/20/2017
Jimenez, Brianne	03/07/2017
McSwain, Stacey	03/07/2017
Razo, Eduardo	03/07/2017
Sanchez, Mark	02/27/2017
Soria, Ashley	03/07/2017
Wright, Noah	03/07/2017
Wyatt, Zackary	03/07/2017
Ybarra, Anissa	03/02/2017

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES**Minutes****Tuesday, January 17, 2017**

UNADOPTED**1. CALL TO ORDER–ROLL CALL**

Board President Piercy called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 2:45 p.m.

Present: Anna L. Piercy, president; Katherine H. Smith, clerk; Al Jabbar, assistant clerk; Brian O'Neal and Annemarie Randle-Trejo, members; Michael B. Matsuda, superintendent; and Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root assistant superintendents.

Absent: Jeff Riel, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Pull Item 4.5.
- Pull Item 11.8 and Exhibit H.
- Replace Exhibit BB.
- Replace Exhibit FF.

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the agenda as amended.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 2:48 p.m.

Brad Jackson exited the meeting at 6:00 p.m.

5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT**5.1 Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:06 p.m.

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

Student Representative to the Board of Trustees Ruthie Mendez 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 No reportable action taken regarding negotiations.
- 5.3.4 No reportable action taken regarding personnel.
- 5.3.5 This item was pulled prior to the adoption of the agenda.
- 5.3.6 The Board of Trustees took formal action, with a 5-0 vote, to dismiss employee HR-2016-17-09.
- 5.3.7 The Board of Trustees took formal action, with a 5-0 vote, to accept the settlement agreement for employee HR-2016-17-10.
- 5.3.8 No reportable action taken regarding existing litigation.
- 5.3.9 The Board of Trustees took formal action to approve the expulsion of the following students.
 - 1. 16-07 under Education Code 48900(a)(2), 48900(a)(1), and 48915(a)(1).
 - 2. 16-09 under Education Code 48900(c).
 - 3. 16-11 under Education Code 48900(4), 48915(c)(1), and 48900(c)(2).
 - 4. 16-12 under Education Code 48900(b) and 48900(h).

6. **INTRODUCTION OF GUESTS**

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

In addition, Board of Trustees President Piercy introduced Jose Moreno, city of Anaheim council member; Terri Giamarino, North Orange County ROP superintendent; Howard Burkett, North Orange County ROP assistant superintendent, administrative services; Dean Elder, ASTA president; Jackie Brock, CSEA president; and Cheryl Ing, ASCPTA president.

7. **BOARD OF TRUSTEES' RECOGNITION**

7.1 **Honor Outgoing Board President**

The Board of Trustees honored Trustee Annemarie Randle-Trejo for her service as Board president from December 2014 through December 2016.

7.2 **Donations**

The Board of Trustees recognized the following individuals for their generous donations to the District.

Anaheim Beautiful	\$5,000 for Landscaping	Katella High School
Loyal Order Moose Club #1945	\$2,700	Hope School
North Orange County ROP	Miscellaneous cubicles, floor mats, and file cabinets	District Office

8. **REPORTS**

8.1 **Principals' Report**

Jei Garlitos, Gilbert and Polaris high schools alternative education coordinator, presented a report on their school site branding plan.

8.2 **Student Representative's Report**

Ruthie Mendez, student representative to the Board of Trustees, reported on student activities throughout the District.

8.3 **Reports of Associations**

Dean Elder, ASTA president, congratulated everyone on the wonderful Servathon event.

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

Cheryl Ing, ASCPTA president, thanked the Board of Trustees for the invitation to participate in the Servathon tour. She also invited everyone to attend a parent education night at Western High School on January 25, and the Reflections Art Gallery at OCDE on January 28.

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

- 9.1 Courtney Reed, Kennedy High School student, spoke regarding the reinstatement of the head water polo coach.
- 9.2 Alivia Garcia, Kennedy High School student, also spoke regarding the reinstatement of the head water polo coach.
- 9.3 Cami Owens, Kennedy High School student, shared her support for the reinstatement of the head water polo coach.

- 9.4 Joel Espinoza, Kennedy High School student, shared his support of the reinstatement of the head water polo coach.
- 9.5 Deirdre Owens, Kennedy High School parent, demanded the reinstatement of the head water polo coach.
- 9.6 Kristina Hays, Kennedy High School parent, read a statement on behalf of another parent in support of the reinstatement of the head water polo coach.
- 9.7 Linda Morgan, Kennedy High School parent, spoke in regarding bullying and in support of the reinstatement of the head water polo coach.
- 9.8 Gemma Navarro, parent, requested that transfer application dates and paperwork be made available for parents in January instead of the current February date.
- 9.9 Allison Miller, Kennedy High School student, stated her support for the reinstatement of the head water polo coach.

10. **PRESENTATIONS**

10.1 **Proposition 39, California Clean Energy Jobs Act Update and Solar Project Implementation**

Background Information:

In 2015, after an extensive consultant selection process, the District entered into an agreement with Cumming Construction Management, Inc. to conduct energy audits and planning services that would serve as the basis for the District’s Proposition 39, California Clean Energy Jobs Act (Prop 39) expenditure plan. Prop 39 funds will be utilized to leverage Measure H funded projects in accordance with the adopted Facilities Master Plan. The state approved the District’s multi-year energy expenditure plan on August 15, 2016.

Cumming Construction Management’s energy division was also tasked with assisting the District with the implementation of solar energy projects.

Current Consideration:

The Board received an informational presentation from Cumming Construction Management, Inc. to provide an update on the District’s Prop 39 program and the future implementation of solar projects at various school sites.

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 received the information and directed staff to proceed with the implementation of solar projects by initiating the process of soliciting proposals from solar companies.

10.2 **University of California Irvine (UCI), School of Law at Anaheim High School**

Background Information:

Since 2009, UCI School of Law has offered over 500 freshmen students in Santa Ana Unified School District an opportunity to participate in a Saturday Academy of Law (SAL) experience. Recently, UCI School of Law partnered with Anaheim High School to collaborate

and offer 50 9th grade students the same opportunity. The goal of SAL is for students to learn about the field of law, while improving their reading, writing, and critical thinking skills. Ultimately, attempting to create a pipeline from local high schools to UCI enrollment, and then to the UCI School of Law. SAL is held at the UCI School of Law for six consecutive Saturdays.

Current Consideration:

Students and staff from Anaheim High School, who participated in the SAL program with the UCI School of Law, provided a brief presentation on their experience.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

11. **ITEMS OF BUSINESS**

RESOLUTIONS

11.1 **Resolution No. 2016/17-B-17, Zero-Emission School Bus Grant Funding Program Application Through South Coast Air Quality Management District (SCAQMD)**

Background Information:

The District requested to apply for SCAQMD funding under Grant PA 2017-01 for the purchase of new electric school buses. The grant is for approximately \$400,000 for each school bus awarded, including sales tax. Additionally, SCAQMD will provide \$20,000 per school bus for infrastructure for every electric school bus awarded. If approved by SCAQMD, the District would utilize the grant funding for up to 20 electric school buses.

Current Consideration:

SCAQMD has posted an opportunity for school districts to apply for grants for 100 percent funding for new fully electric school buses with a 41 passenger capacity, plus wheel chair lift. SCAQMD will pay 100 percent of the purchase price, including sales tax, plus up to \$20,000 per bus for electric recharging stations. The applying school district must pay for any optional equipment above the "base model" bus price such as wheel chair lift and/or air conditioning.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, following a lengthy discussion, the Board of Trustees approved Resolution 2016/17-B-17. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.2 **Resolution No. 2016/17-E-08, Authorization to Sign Applications and Associated Documents**

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). E-Rate provides discounts to assist most schools and libraries in the United States to obtain affordable data transmission services, equipment, and software.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2016/17-E-08 in support of applications and forms for the E-Rate Program to USAC. The resolution designates the authority to execute all required documents associated with the applications to the following persons.

Michael B. Matsuda, Superintendent
Jennifer Root, Assistant Superintendent, Business Services
Erik Greenwood, Chief Technology Officer

All previous authorizations are rescinded upon adoption of this resolution.

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. 2016/17-E-08. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.3 **Resolution No. 2016/17-HR-04, Certificated Reduction in Force**

Background Information:

The Board of Trustees was requested to adopt Resolution No. 2016/17-HR-04 to reduce or discontinue particular kinds of certificated personnel services, pursuant to Education Code Sections 44949 and 44955. The reductions or discontinuance in services are necessitated by an actual and existing inability to pay the salaries and benefits of certificated staff due to reduced student enrollment. Certificated layoffs are governed primarily by Education Code Section 44949.

Current Consideration:

The Board of Trustees is requested to adopt the resolution.

Budget Implication:

The reduction in force will reduce costs by approximately \$56,500.

Action:

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2016/17-HR-04. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

BUSINESS SERVICES

11.4 Financial Audit for Fiscal Year 2015-16

Background Information:

California Education Code Section 41020 requires that school districts provide for an annual audit of all funds under the District's jurisdiction using an independent auditor and reported using the format established by the California State Controller's Office. California Education Code Section 41020.3 requires that the Governing Board review the annual audit at one of its regularly scheduled meetings.

Current Consideration:

The Board of Trustees has previously retained the firm of Vavrinek, Trine, Day & Co., LLP, certified public accountants to conduct the District's annual audit. Representatives of the firm have completed their examination and have presented the results to District staff. The final report has been provided to the Board of Trustees and will be presented in open session.

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 reviewed and accepted the Annual Audit Report.

11.5 Bond Audit Report for Fiscal Year 2015-16

Background Information:

Vavrinek, Trine, Day and Co., LLP recently issued the audit report for the General Obligation Bonds, Building Fund (Measure H). The report will be presented to the Citizens' Oversight Committee on February 6, 2017. California Education Code Section 15286 requires the audit report be submitted to the Board of Trustees no later than March 31 of each year.

Current Consideration:

The Board of Trustees retained the firm of Vavrinek, Trine, Day & Co., LLP, certified public accountants to conduct the District's 2015-16 audit of the General Obligation Bonds, Building Fund (Measure H). Representatives of the firm have completed their examination and have presented the results to District staff. The final report has been provided 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 reviewed and accepted the General Obligation Bonds, Building Fund (Measure H) Audit Report for the year ended June 30, 2016.

11.6 Agreement, guided decisions - inform

Background Information:

Guided decisions - inform is the firm of a highly regarded school financial consultant, Eva Lueck. Ms. Lueck, a retired CBO with vast experience, provides consulting services to school

districts regarding school financial and business operations by providing clients with practical, hands on services.

Current Consideration:

The District needs assistance regarding issues of budgeting and general fiscal issues as we engage in the budget reduction process. Services will be provided January 18, 2017, through June 30, 2017.

Budget Implication:

The total cost is not to exceed \$10,000, plus expenses. This will provide approximately 80 hours of services to the District. (General Funds)

Action:

On the motion of Trustee O’Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

EDUCATIONAL SERVICES

11.7 **Grant Award, Orange County Community Foundation**

Background Information:

The Orange County Arts Education Collaborative Fund grant was designed to support programs which further the efforts of Orange County school districts to expand and/or improve arts education programs in accordance with actions detailed for each school district’s strategic arts plan. Learning in the arts is widely held to be an important factor in developing 21st century work skills and creative thinking.

Current Consideration:

The grant award, in the amount of \$16,400, is designated to support professional learning opportunities for visual and performing arts teachers, and also help pilot new arts curriculum at South Junior High School. The grant period is from November 1, 2016, through September 30, 2017.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O’Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees accepted the grant award.

11.8 **Memorandum of Understanding (MOU), Orange County Health Care Agency (HCA) and AUHSD**

This item was pulled prior to the adoption of the agenda.

11.9 **Educational Consulting Agreement, LGBT Center OC**

Background Information:

The LGBT Center OC is a non-profit community-based organization that was established in 1971, and incorporated in 1975 as a 501(c)(3). The LGBT Center OC provides life-affirming services and advocacy efforts to ensure that Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, and Intersex (LGBTQI) people achieve full equality

under the law. The LGBT Center OC provides services to more than 10,000 individuals annually across a broad spectrum of culture, ethnicity, age, and economic backgrounds.

Current Consideration:

The LGBT Center OC will provide professional learning and training to Katella High School staff on January 27, 2017, which is designated as a non-student, professional-learning day. The training includes educating staff on the recent changes in the law that pertain to the legal rights of LGBTQI students.

Budget Implication:

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

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement.

11.10 **Educational Consulting Agreement, Shelly Spiegel-Coleman Californians Together**

Background Information:

Californians Together, an advocacy coalition of organizations from all segments of the education community in California, has provided guidance to districts in designing, funding, and implementing programs for English Learner (EL) students. Along with the California Association for Bilingual Education (CABE), Californian Rural Legal Assistance (CRLA), and the Center for Equity for English Learners (CEEL), Californians Together has developed a set of rubrics for administrators, teachers, parents, school board and community members to utilize to analyze the strengths and limitations of their proposed program and services for ELs included in their Local Control Accountability Plan (LCAP).

Current Consideration:

Shelly Spiegel-Coleman, executive director of Californians Together, in collaboration with the District EL Task Force, will provide guidance in the development of the 2017-18 strategies targeting the EL sub-group, and will assist stakeholders in prioritizing what needs to be improved in the annual revision of the LCAP. She will also provide professional learning on utilizing the evaluation rubrics with a focus on how to improve and increase services for long-term EL students using research-based principles and practices. Services will be provided January 18, 2017, through September 30, 2017.

Budget Implication:

The total cost is not to exceed \$10,000. (Educator Effectiveness Funds)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement.

11.11 **School-Sponsored Student Organizations**

Background Information:

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

Current Consideration:

The following schools submitted school-sponsored student organization applications:

- 11.11.1 CrossFit, Anaheim High School
- 11.11.2 K-Pop Club, Magnolia High School
- 11.11.3 Mad Scientist Club, Lexington Junior High School
- 11.11.4 Gay Straight Alliance (GSA), Sycamore Junior High School

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the applications.

The student representative to the Board of Trustees cast a preferential vote for the school-sponsored student organizations.

HUMAN RESOURCES

11.12 **Revision to 2015-16 Classified Employee Salary Schedules**

Background Information:

The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally adopt classified salary schedules. The Board of Trustees approved the 2015-16 classified employee salary schedules at their meetings on September 8, 2016, and November 10, 2016. However, an additional position was newly created and added to the schedule for the Classified School Employees Association (CSEA).

Current Consideration:

The Board of Trustees was requested to adopt the revised 2015-16 salary schedules for classified employees.

Budget Implication:

There is no impact to the budget. The salaries reflected on the schedules are a budgeted expense.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the 2015-16 salary schedules.

12. **CONSENT CALENDAR**

On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 12.5 and 12.6 pulled by Trustee O'Neal.

BUSINESS SERVICES

12.1 **Agreement, Third Party Claims Administration**

Background Information:

The District has been associated with Claim Retention Services, Inc. (CRS) since 2007, when claim administration services were transferred from another third party administrator.

Current Consideration:

Approval of the agreement would allow CRS to continue to administer the District's property and liability claims program from February 1, 2017, through January 31, 2019. Claims administration services would include those claims within the self-insured retention of \$25,000 for property claims and \$50,000 for liability.

Budget Implication:

The fixed rate fee for property and liability claims that occur within the self-insured retention of the District would be \$24,000 per year for claims administration services. In addition to the annual claims administration fee, investigative and mileage expenses would be billed on a time and expense basis as needed. Additional investigative expenses may include, but not limited to, expert and professional assistance, such as professional photography, laboratory services, property damage appraisals, on-site investigation and witness statements, copying material and other records, as well as trial preparation and professional engineering services. (General Funds)

Action:

The Board of Trustees approved the agreement.

12.2 **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 60510 et al.

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

Action:

The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

12.4 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees ratified items 12.5 and 12.6 with the following vote.

Ayes: Trustees Randle-Trejo, Jabbar, Smith, and Piercy

Abstain: Trustee O'Neal

12.5 **Purchase Order Detail Report**

Action:

The Board of Trustees ratified the report dated November 29, 2016, through January 6, 2017.

12.6 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report dated November 29, 2016, through January 6, 2017.

12.7 **SUPPLEMENTAL INFORMATION**

12.7.1 ASB Fund, November 2016

12.7.2 Cafeteria Fund, October 2016

12.7.3 Enrollment, Month 4

EDUCATIONAL SERVICES

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

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:

SGUSD has requested to enter into an MOU with the District permitting students from SGUSD to be enrolled in specialized programs operated by the District. Services are being provided from August 1, 2016, through June 30, 2017.

Budget Implication:

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

Action:

The Board of Trustees ratified the MOU.

12.9 **Institutional Membership, College Board**

Action:

The Board of Trustees ratified the membership with College Board for 2016-17 year, at an amount not to exceed \$325. (General Funds)

12.10 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee recommended the selected books for English courses. The books have been made available for public view.

Action:

The Board of Trustees adopted the selected materials.

12.11 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the contracts as submitted. (Special Education Funds)

12.12 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as amended prior to the adoption of the agenda.

HUMAN RESOURCES

12.13 **Agreement, Concordia University**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable 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 January 19, 2017, through December 31, 2019. 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.

12.14 **Agreement, California State Polytechnic University, Pomona**

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 a student intern agreement in place with California State Polytechnic University, Pomona since 2007.

Current Consideration:

This agreement is an updated version of an existing agreement with California State Polytechnic University, Pomona, previously approved by the Board of Trustees in 2007. Interns will meet with master teachers to observe, participate and assist. Additionally,

master teachers will model professional attire, development, and conduct. This agreement will be in effect January 9, 2017, through January 8, 2020. 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 cost to the District.

Action:

The Board of Trustees ratified the agreement.

12.15 **2016-17 Second Quarterly Report, Williams Uniform Complaints**

Background Information:

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

Current Consideration:

The Williams Uniform Complaints Second Quarterly Report, August 1, 2016, through December 31, 2016, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees accepted the report.

12.16 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as amended prior to the adoption of the agenda.

12.17 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

13. **SUPERINTENDENT AND STAFF REPORT**

Dr. Jaron Fried informed that the LCAP stakeholder process will begin on February 2, 2017, and will be led by Manuel Colón and Dr. Susan Stocks. Additionally, he reported that a Community Forum would be held on January 18 at Katella High School and on January 19 at Savanna High School.

14. **BOARD OF TRUSTEES' REPORT**

Trustee Randle-Trejo indicated she attended the AIME Bunzl event, Servathon VIP Tour, two ROP Board meetings, CBA Negotiation meeting, and the swearing in of Senator Josh Newman.

Trustee O'Neal said he attended the AIME Bunzl event and Servathon VIP Tour.

Trustee Jabbar shared he attended the CBA Negotiation meeting and Servathon VIP Tour. He also stated that the Bike-A-Thon will be held on April 8.

Trustee Smith reported she attended the Servathon VIP Tour and Insurance Committee meeting.

Trustee Smith exited the meeting at 9:15 p.m.

Trustee Piercy stated she attended the Insurance Committee meeting, AIME Bunzl event, ROP Board meeting, and Servathon VIP Tour.

15. **ADVANCE PLANNING**

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, February 16, 2017, at 6:00 p.m.

Tuesday, March 7
Thursday, April 13
Tuesday, May 9
Thursday, June 8
Thursday, June 15
Thursday, July 13

Thursday, August 10
Thursday, September 7
Thursday, October 5
Thursday, November 2
Thursday, December 7

15.2 **Suggested Agenda Items**

There were no suggested agenda items.

16. **ADJOURNMENT**

On the motion of Trustee Jabbar, duly seconded and unanimously carried, by those present, the Board of Trustees adjourned the meeting at 9:20 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

**BOARD OF TRUSTEES
Minutes
Thursday, February 16, 2017**

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Piercy called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 2:09 p.m.

Present: Anna L. Piercy, president; Katherine H. Smith, clerk; Al Jabbar, assistant clerk; Brian O’Neal and Annemarie Randle-Trejo, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root assistant superintendents; and Jeff Riel, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendment to the agenda:

- Exhibit HH, replace page one.

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the agenda as amended.

3. BUDGET UPDATE AND STABILIZATION PLAN STUDY SESSION

A study session regarding the District budget and a budget stabilization plan was provided.

4. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

5. CLOSED SESSION

The Board of Trustees entered closed session at 3:20 p.m.

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

6.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 6:02 p.m.

6.2 Pledge of Allegiance and Moment of Silence

Student Representative to the Board of Trustees Ruthie Mendez led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

6.3 Closed Session Report

Board Clerk Smith reported the following actions taken during closed session.

- 6.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 6.3.2 No reportable regarding anticipated litigation.
- 6.3.3 No reportable action taken regarding negotiations.
- 6.3.4 No reportable action taken regarding personnel.
- 6.3.5 The Board of Trustees took formal action, with a 5-0 vote, to accept the settlement agreement for employee HR-2016-17-08.
- 6.3.6 No reportable action taken regarding personnel.

7. **INTRODUCTION OF GUESTS**

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

In addition, Board of Trustees’ President Randle-Trejo introduced Dean Elder, ASTA president; Jackie Brock, CSEA president; Terri Giamarino, North Orange County ROP superintendent; Julie Dentler, North Orange County ROP administrator, instructional programs; and Cheryl Ing, ASCPTA president.

8. **BOARD OF TRUSTEES’ RECOGNITION**

Donations

The Board of Trustees recognized the following individuals for their generous donations to the District.

Farmers & Merchant Bank	\$6,800	Districtwide
Jim Fassel	Weight Room equipment, rubber flooring, and office furniture	Anaheim High School

9. **REPORTS**

9.1 **Principals’ Report**

Dr. Ben Carpenter, Katella High School principal, and Enrique Romero, South Junior High School principal, presented a report on their school site branding plan.

9.2 **Student Representative’s Report**

Ruthie Mendez, student representative to the Board of Trustees, reported on student activities throughout the District.

9.3 **Reports of Associations**

9.3.1 Dean Elder, ASTA president, spoke regarding educational research and class size.

9.3.2 Steve Gonzalez, counselor, thanked the Board of Trustees for the opportunity to take students to visit college campuses.

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

Cheryl Ing, ASCPTA president, spoke regarding the Keep Our Kids Safe Parent Night and PTA Birthday Party. She thanked Leah Winter for organizing the events. Additionally, she invited the Board of Trustees to the Administrators Dinner.

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

Autumn Browne, Brookhurst Junior High School teacher, invited the Board of Trustees to the Theater and Dance Festival.

11. **PRESENTATION**

Government Financial Strategies

Background Information:

The Board of Trustees most recently received a progress report on the issuance of Certificates of Participation (COPs) from the District's financial advisor, Government Financial Strategies, on November 10, 2016. The COPs were sold in the market on January 11, 2017, and funds were received on February 2, 2017.

Current Consideration:

The Board received a final information presentation on the issuance of the COPs from the District's financial advisor, Government Financial Strategies. Information included the sale process, results for the District, and next steps.

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.

12. **ITEMS OF BUSINESS**

RESOLUTIONS

12.1 **Resolution No. 2016/17-E-09, Career and Technical Education Month**

Background Information:

The month of February has been designated as Career and Technical Education Month by the Association for Career and Technical Education. Career and technical education provides Americans with a school-to-career connection and it is the backbone of a strong, well-educated workforce, which fosters productivity in business and industry, as well as contributes to America's leadership in the international marketplace.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2016/17-E-09 for Career and Technical Education Month. The adoption of this resolution provides an opportunity to

inform parents, guardians, and communities of the efforts that the District is making to promote career and technical education.

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. 2016/17-E-09. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

12.2 **Resolution No. 2016/17-E-10, National Parent/Teacher Association Founders Day**

Background Information:

National Parent/Teacher Association Founders Day honors the dedication of the Parent/Teacher Association (PTA), which was established more than a century ago.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2016/17-E-10 for National Parent/Teacher Association Founders Day. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support parent involvement, and working on behalf of all children and families.

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. 2016/17-E-10. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

12.3 **Resolution No. 2016/17-E-11, National African American History Month**

Background Information:

National African American History Month in February celebrates the contributions that African Americans have made to American history in their struggles for freedom and equality, as well as deepens our understanding of our Nation's history.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2016/17-E-11 for National African American History Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to honor the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development.

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. 2016/17-E-11. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

12.4 **Resolution No. 2016/17-E-12, Read Across America 2017**

Background Information:

In 1997, the National Education Association (NEA) advocated for a special day to celebrate reading throughout the United States. The first Read Across America Day was held on March 2, 1998. This nationwide observance coincides with the birthday of Dr. Seuss, who is known for writing children's books. The United States, particularly students, parents, and teachers, join forces on Read Across America Day, which is held annually on March 2.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2016/17-E-12 for Read Across America 2017. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support community involvement in the education of our youth.

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. 2016/17-E-12. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

12.5 **Resolution No. 2016/17-E-13, Preserve Music in our Schools Month**

Background Information:

The month of March has been designated as Preserve Music in our Schools Month. For at least the past two decades, the U.S. House of Representatives has passed annual concurrent resolutions stating the importance of music education for all children in America's schools.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2016/17-E-13 for Preserve Music in our Schools Month. The adoption of the resolution recognizes that music education is an important component of a well-rounded academic curriculum. The skills gained through sequential music instruction, including discipline and the ability to analyze, solve problems, create, communicate, and work cooperatively, are vital for success in the 21st century workplace.

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. 2016/17-E-13. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

12.6 **Resolution No. 2016/17-E-14, Women's History Month**

Background Information:

Women's History Month had its origins as a national celebration, in 1981, when Congress passed Public Law 97-28 which authorized and requested the President to proclaim the week, beginning March 7, 1982, as "Women's History Week." Throughout the next five years, Congress continued to pass joint resolutions designating a week in March as "Women's History Week." In 1987, after being petitioned by the National Women's History Project, Congress passed Public Law 100-9 which designated the month of March as "Women's History Month." Since 1995, Presidents Clinton, Bush, and Obama have issued a series of annual proclamations designating the month of March as "Women's History Month."

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2016/17-E-14 for Women's History Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support Women's History Month.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-E-14. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

Trustee Smith exited the meeting at 8:00 p.m. and returned at 8:03 p.m.

12.7 **Resolution No. 2016/17-E-15, Arts Education Month**

Background Information:

Arts education in California is mandated for pupils in grades one through twelve, inclusive by Sections 51210 and 51220 of the Education Code to provide that the adopted course of study shall include instruction in visual and performing arts, including instruction in the subjects of dance, music, theatre, and visual arts. This is aimed at the development of aesthetic appreciation and the skills of creative expression. Governors and mayors throughout the United States issue proclamations declaring March as Arts Education Month.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2016/17-E-15 for Arts Education Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support Arts Education Month.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-E-15. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, and Piercy
Absent: Trustee Smith

12.8 **Resolution No. 2016/17-E-16, National Athletic Training Month**

Background Information:

Since 1950, the National Athletic Trainers' Association (NATA) has advocated for setting a standard for professionalism, education, certification, research, and practice settings nationwide. Since its inception, NATA has been a driving force behind the recognition of the athletic training profession. March has been designated as National Athletic Training Month.

Certified athletic trainers employed by the District are nationally certified and dedicated to providing professional health care for our student-athletes. The athletic healthcare services provided by certified athletic trainers include the education, prevention, recognition, evaluation, treatment, and rehabilitation of athletic injuries and illness. The District continues to be recognized as a leader in sports-related concussion management for high school athletes. Our athletic trainers work collaboratively with parents, school staff, and community medical providers to promote safe participation for over 23,000 student-athletes each year.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2016/17-E-16 recognizing March as National Athletic Training Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and the community of the efforts that the District is making in the involvement of protecting our youth.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-E-16. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

12.9 **Resolution No. 2016/17-HR-05, National School Counseling Week**

Background Information:

National School Counseling Week focuses public attention on the unique contribution of professional school counselors and how students are different as a result of what school counselors do. National School Counseling Week highlights the tremendous impact school counselors can have in helping students achieve school success and plan for a career. The special week honors school counselors for being actively engaged in helping students examine their abilities, strengths, interests, and talents; working in a partnership with parents as they encounter the challenges of raising children in today's world; focusing on positive ways to enhance students' social/personal, educational, and career development; as well as working with teachers and other educators to provide an educational system where students can realize their potential and set healthy, realistic, and optimistic aspirations for themselves. Professional school counselors are certified, experienced educators with a master's degree in guidance and counseling. The combination of their training and experience makes them an integral part of the total educational program.

Current Consideration:

Resolution No. 2016/17-HR-05, National School Counseling Week, declares the week of February 6, 2017, through February 10, 2017, as National School Counseling Week throughout the Anaheim Union High School District. Counselors were recognized for their dedication and hard work in preparing our students for success in the future.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-HR-05. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

12.10 **Resolution No. 2016/17-BOT-05, Compensation for Board Meeting**

Background Information:

Education Code Section 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month. Education Code Section 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed but authorizes the Board, by resolution, to compensate a Board member for meetings he/she missed due to one of the following reasons: (1) performance of other designated duties for the District during the time of the meeting; (2) illness or jury duty; or (3) hardship deemed acceptable by the Board.

Current Consideration:

Trustee Brian O'Neal was not present on the December 6, 2016, Board of Trustees meeting due to illness.

Budget Implication:

There is no impact on the budget.

Action:

On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted the resolution. The roll call vote follows.

Ayes: Trustees Randle-Trejo, Jabbar, Smith, and Piercy

Abstain: Trustee O'Neal

EDUCATIONAL SERVICES

12.11 **Educational Consulting Agreement, Real Inspiration, Inc.**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,850,094 for a 3-year term from 2014-17. The District and the Anaheim Elementary School District (AESD) are consortium partners. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary school sites and all District comprehensive school sites, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and e-cigarette cessation and prevention

are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Action-oriented student assemblies will enhance the TUPE curriculum and provide students with real world experiences and information related to overall goals of the TUPE program.

Real Inspiration, Inc. provides motivational presentations and customized programs in which four key beliefs are emphasized: relationships, empowerment, attitude, and leadership. These beliefs are demonstrated through real life stories, struggles, and victories.

Current Consideration:

Keith Hawkins of Real Inspiration, Inc. will conduct two assembly presentations and one leadership workshop at five District school sites, which include Loara, Kennedy, and Magnolia high schools, as well as Orangeview and South junior high schools. Services will be provided March 27, 2017, through May 5, 2017.

Budget Implication:

The total cost is not to exceed \$12,500. (TUPE Funds)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement.

12.12 **Revised Board Policy 8536, Transfers-Interdistrict, First Reading**

Background Information:

Board Policy 8536, Transfers-Interdistrict, provides the procedure for incoming and outgoing interdistrict transfers. The policy was last revised in 2011. Since the last update, the District's enrollment has significantly declined due to several factors, including outgoing interdistrict transfers. District staff has worked diligently to decrease the loss of student enrollment through outgoing interdistrict transfers.

Current Consideration:

Revised Board Policy 8536 reflects the District's intended practice regarding both incoming and outgoing interdistrict transfers. District staff has reviewed and updated Board Policy 8536 to reflect our effort to maintain student enrollment, to align the policy with other local school districts that are similarly limiting outgoing interdistrict transfer requests, and to conform to the requirements of the Orange County Board of Education that oversees interdistrict transfer appeals.

For the 2017-18 year, the window for interdistrict transfer requests to leave the District is February 21, 2017, through March 31, 2017. For the 2017-18 year, interdistrict requests to enter the District will begin on February 21, 2017, and will continue throughout the school year. Because the interdistrict transfer window begins on February 21, 2017, it is important that the changes reflected in Board Policy 8536 are approved and effective when the interdistrict transfer window opens. Typically, an amended Board policy cannot be adopted during a first reading. However, Board Policy 10311 permits the Board, under special circumstances, to suspend the requirement that revisions to a policy be submitted at two meetings. The Board, by majority vote, can suspend bylaw 10311 and adopt a revised policy on its first reading. Under the current circumstances, staff recommends that the Board suspend Board Policy 10311 and consider adopting revised Board Policy 8536 on a first reading.

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 suspended bylaw 10311.

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees amended Board Policy 8536, page 2, item 3, to include the language "and into AUHSD."

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees reviewed and approved revised Board Policy 8536 as amended.

12.13 **New Board Policy 7701.01, Comprehensive Health Education Policy, and New Board Policy 7701.02, Comprehensive Sexual Health Education Policy, First Reading**

Background Information:

The California Healthy Youth Act, which took effect in January 2016, requires school districts to provide students with integrated, comprehensive, medically-accurate, and unbiased comprehensive sexual health and HIV prevention education at least once in middle school and once in high school. The law is intended to ensure that students develop the knowledge and skills necessary to 1) protect their sexual and reproductive health; 2) develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family; and 3) have healthy, positive, as well as safe relationships and behaviors. The new law requires that all instruction must be age-appropriate, medically-accurate, and appropriate for students with disabilities, students who are English language learners, and for students of all races, ethnic and cultural backgrounds, genders, and sexual orientations. To address the new law requirements, a District health task force convened and reviewed the law and all current District policies related to health education and sexual health education.

Current Consideration:

The California Healthy Youth Act requires districts to ensure that their board policies, parental notification forms, and curricula all comply with the requirements of the law. To comply, the Health Education Task Force reviewed all current District policies related to health education and sexual health education and consolidated them into two new board policies, a Comprehensive Health Education Policy and a Comprehensive Sexual Health Education Policy. Board Policy 7701.07, Drug Education and Board Policy 7701, Chemical Use Prevention Program were determined to be outdated and will be removed. The new Comprehensive Health Education policy will address alcohol, tobacco, and other drug use prevention.

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 reviewed the new board policies.

12.14 **School-Sponsored Student Organizations**

Background Information:

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

Current Consideration:

The following schools submitted school-sponsored student organization applications:

- 12.14.1 Civic Engagement, Katella High School
- 12.14.2 The Entrepreneurs Club, Magnolia High School
- 12.14.3 Craft Club-Crafty Rebels, Savanna High School
- 12.14.4 El Club de Español, Ball Junior High School

Budget Implication:

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

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school-sponsored organization applications.

The student representative to the Board of Trustees cast a preferential vote for the school-sponsored student organizations.

HUMAN RESOURCES

12.15 **Agreement, 24 Hour Fitness**

Background Information:

The Well Done! Wellness Program assists employees and their families by providing programs and services that support healthy choices at home and in the workplace. Research has shown that increased physical activity promotes good health and reduces risks for heart disease, diabetes, and metabolic syndrome, as well as improves blood pressure, blood glucose, cholesterol, metabolism, and body mass index. Typically, negotiated agreements that offer reduced rates at 24 Hour Fitness require a "sponsorship" fee whereby the organization must pay a fee up front to facilitate reduced monthly rates for enrollees. However, 24 Hour Fitness has agreed to partner with the District for no service fee to offer reduced monthly rates for all employees and their families.

Current Consideration:

The agreement will be effective February 16, 2017, through February 28, 2018. Due to 24 Hour Fitness' 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:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

12.16 **Agreement, Lakulish Yoga and Health Retreat**

Background Information:

The Well Done! Wellness Program assists employees and their families by providing programs and services that reduce stress and improve emotional health. Yoga practice and deep breathing techniques have shown to reduce stress, improve resilience, and in some cases, improve blood pressure, as well as other biometric measurements. Swami Satyanand, an internationally known Yoga instructor with Lakulish Yoga and Health Retreat, conducts classes and seminars, as well as teacher training courses throughout the United States, Italy, Canada, and Taiwan.

Current Consideration:

Swami Satyanand will teach District employees breathing techniques, posture, stress management, and yoga movements. Services will be provided March 3, 2017, at Anaheim High School.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

12.17 **Agreement, California State University, Dominguez Hills**

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 California State University, Dominguez Hills, since 2004.

Current Consideration:

University interns will meet with the District intern service specialist or school site administrator, to provide supervised support services to District students and staff. University interns will meet with school site supervisors to observe, participate, and assist. Additionally, supervisors will model professional attire, development, and conduct. Services are being provided February 1, 2017, through January 31, 2019. All interns are supervised by the intern services specialist. 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:

On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the agreement.

12.18 **Agreement, California State University, Fresno**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain

valuable experience in a professional setting within our District schools. The agreement with California State University, Fresno School of Nursing is a new agreement.

Current Consideration:

University students will meet with the District nurse, to provide supervised support services to District students and staff. University students will meet with the school site supervisor to observe, participate, and assist. Additionally, the supervisor will model professional attire, development, and conduct. Services are being provided February 16, 2017, through February 15, 2020. 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:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

SUPERINTENDENT'S OFFICE

12.19 **Marian Bergeson Award**

Background Information:

Established in 1974, the Marian Bergeson Award was created to recognize those trustees who best exemplify the spirit of Boardsmanship.

Current Consideration:

The Board of Trustees was requested to discuss and consider nominations for the Orange County School Boards Association Marian Bergeson Award.

Budget Implication:

There is no implication to the budget.

Action:

Although this was an information item, requiring no formal action by the Board of Trustees, the Board officially received the information.

13. **CONSENT CALENDAR**

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 13.8 and 13.9 pulled by Trustee O'Neal, item 13.11 pulled by Trustee Jabbar, as well as items 13.4 and 13.12 pulled by Trustee Randle-Trejo.

BUSINESS SERVICES

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

Background Information:

District staff did an extensive review of production equipment for the Graphic Arts Department, including a request for proposal process, multiple product tests, and discussions with various districts to ensure that a well informed decision was achieved. District staff has determined that the best solution to fulfill current and future requirements

would be a lease-purchase for new equipment with the Xerox Corporation. The equipment would give the District more functionality and increased capacity over what is currently in use. The overall lease would save the District a considerable amount of money over the five-year term, as well as align the Graphic Arts Department to increase its throughput and expand on its offerings of work for the District. Additional work is currently being scheduled to come into the department, and the volume is expected to increase in the future.

Current Consideration:

The District would be utilizing the State of California Multiple Awards Schedule (CMAS) contract through the Department of General Services (DGS). The CMAS contract gives the District a vehicle to enter into the lease with the best discounted prices available. The state of California approved the use of the CMAS Contract Number 3-17-36-0030B by local agencies.

Based on a lease price of \$1,960 per month, plus a per copy cost of \$.0029 for black and white at 1.5 million copies, as well as a per copy cost of \$.035 for color at 50,000 copies, the total monthly estimated cost is \$8,060. The cost will vary monthly based on actual copy volumes. This cost includes all equipment, service, toner, hardware, and software.

Budget Implication:

The total monthly expenditure is estimated to be \$8,060, but will vary since cost is based on actual copy volume for 60 months. (General Funds)

Action:

The Board of Trustees approved the lease-purchase of Graphic Arts production equipment, service, toner, hardware, and related software from the Xerox Corporation pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq., utilizing DGS CMAS Contract Number 3-17-36-0030B.

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

Background Information:

In the summer of 2016, there were 220 classrooms Districtwide that received the new 21st century furniture. An online application process, including a thorough review and evaluation by a committee, was used to determine the recipients of the new furniture. The school sites and number of classrooms were determined by various factors such as available funding, future modernization projects, and the total number of classrooms per school site. The same selection process will be used for the 2017-18 summer.

Current Consideration:

Per Public Contract Code (PCC) 20118, a district may acquire various materials, supplies, and equipment by utilizing an existing contract of another public entity, which is commonly known as piggybacking. By piggybacking, the District can take advantage of lower costs through economy-of-scale, and also avoid the time and expense of the public bid process, while keeping the District within legal requirements. Staff has analyzed purchasing options for classroom furniture and it has been determined that the Hawthorne Unified School District Bid-13-14-1 can be utilized to acquire these products from Culver-Newlin, Inc. Staff has also negotiated better discounts than those currently on this piggybackable bid, which will result in additional cost savings to the District, and delivery to be made for the start of the 2017-18 year. It is anticipated that approximately 147 classrooms will be furnished this phase.

Budget Implication:

The total cost is not to exceed \$2,646,000. There will be a cost savings upwards of 54 percent off of the list price for the furniture. (Measure H Funds)

Action:

The Board of Trustees approved the use of the Hawthorne Unified School District Bid-13-14-1 for the purchase and delivery of 21st century classroom furniture, and related items.

13.3 **Award of Bid**

The Board of Trustees was requested to award the bid.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2017-12	Districtwide Gender Neutral Signage Installation (Maintenance Funds)	A Good Sign & Graphic Company	\$35,000

Action:

The Board of Trustees awarded the bid as listed.

13.4 **Notice of Completion**

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

Bid #2017-02, Walker Junior High School Exterior Painting (Maintenance Funds) Case and Sons Construction, Inc.	P.O. #K64A0180
Original Contract	\$167,300
Contract Changes	\$0
Total Amount Paid	\$167,300

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees authorized the assistant superintendent of Business Services to accept all listed work as complete, and authorized the filing of the notice of completion with the Office of the County Recorder.

13.5 **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 60510 et al.

13.6 **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.

13.7 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees ratified items 13.8 and 13.9 with the following vote.

Ayes: Trustees Randle-Trejo, Jabbar, Smith, and Piercy

Abstain: Trustee O'Neal

13.8 **Purchase Order Detail Report**

Action:

The Board of Trustees ratified the report January 7, 2017, through February 6, 2017.

13.9 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report January 7, 2017, through February 6, 2017.

13.10 **SUPPLEMENTAL INFORMATION**

13.10.1 ASB Fund, December 2016

13.10.2 Cafeteria Fund, November 2016

13.10.3 Enrollment, Month 5

EDUCATIONAL SERVICES

13.11 **2016-17 Single Plan for Student Achievement**

Background Information:

California Education Code Section 64001 specifies that schools and districts that receive state and federal funding prepare a Single Plan for Student Achievement for any recipient school. The purpose of the Single Plan for Student Achievement is to coordinate all educational services at the school, and it serves as a blueprint to improve the academic performance of all students.

Current Consideration:

Each action plan, recently distributed to the Board of Trustees, and available to the public, includes information pertaining to site curriculum, instruction, professional development, parent activities, and budget expenditures.

Budget Implication:

There is no impact to the budget.

Action:

On the Motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees approved the 2016-17 Single Plan for Student Achievement, for all school sites.

13.12 **Agreement, Anaheim Family YMCA**

Background Information:

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

Current Consideration:

The District has been awarded another year of funding by the California Department of Education ASES grant, in the amount of \$776,877, for the fiscal year of July 1, 2016, through June 30, 2017. The structure of the approval process prevents the District from approving the ASES grant prior to the contract being developed, and this agreement will be signed following approval by the AUHSD Board of Trustees. The agreement allows the District to pay YMCA for these services. Services are being provided July 1, 2016, through June 30, 2017.

Budget Implication:

The District passes the funds to the YMCA, less an indirect cost of five percent of the total ASES funds; therefore, there are no direct implications to the budget. The ASES funds for the 2015-16 year were \$797,964. The ASES funds for the 2016-17 year are \$776,877. (ASES Grant Funds)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the agreement.

13.13 **Income Agreement, Orange County Department of Education, Chris Corliss, Program Coordinator Health, Sports, and Physical Education**

Background Information:

Chris Corliss, program coordinator for health, sports, and physical education with the Orange County Department of Education (OCDE), assisted with the Physical Education (PE) Task Force during 2013-14 and 2014-15. Chris facilitated the research, data analysis, and PE policy recommendations that led to adjustments in the District PE graduation requirements approved February 2016.

Current Consideration:

Chris will continue his consultant role with the Health Education Task Force to address the recent California Healthy Youth Act that went into effect January 1, 2016. Chris will consult and assist District staff and the Health Education Task Force with developing a comprehensive health education board policy and a comprehensive sexual health education board policy as required by the new law. Services are being provided September 1, 2016, through June 30, 2017.

Budget Implication:

The total cost is not to exceed \$3,000. (Educator Effectiveness Grant)

Action:

The Board of Trustees ratified the agreement.

13.14 **Educational Consulting Agreement, Wheels of Freestyle, Inc.**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,850,094 for a 3-year term from 2014-17. The District and the Anaheim Elementary School District (AESD) are consortium partners. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary sites and all District comprehensive school sites, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and e-cigarette cessation and prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Action-oriented student assemblies will enhance the TUPE curriculum and provide students with real world experiences and information related to overall goals of the TUPE program.

Current Consideration:

Wheels of Freestyle, Inc., an experienced and highly regarded TUPE consultant, will provide two assembly sessions at, Anaheim and Kennedy high schools, as well as Ball, Brookhurst, Dale, Orangeview, and Walker junior high schools. The program is anti-tobacco themed with professional Bicycle Motocross (BMX) riders. The program focuses on encouraging students to find something they love to do and concentrate on the personal fulfillment they can gain, instead of choosing to engage in negative behaviors such as tobacco, alcohol, and drug use. The BMX extreme sports athletes use an X Games-like show with exhilarating tricks to keep attention and emphasize what you can do if you stay tobacco-free, while instilling self-confidence and positive values. Their slogan for the presentation is CLEAN MIND-CLEAN BODY-CLEAN LUNGS. Services will be provided February 17, 2017, through May 25, 2017.

Budget Implication:

The total cost is not to exceed \$12,586. (TUPE Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

13.15 **Educational Consulting Agreement, Matt Bellace Presentations, LLC**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,850,094 for a three-year term from 2014-17. The District and the Anaheim Elementary School District (AESD) are consortium partners. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary sites and all District comprehensive school sites, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and e-cigarette cessation and prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Action-oriented student assemblies will enhance the TUPE curriculum and provide students with real world experiences and information related to overall goals of the TUPE program.

Current Consideration:

Dr. Matt Bellace of Matt Bellace Presentations, LLC., will conduct two to three assembly presentations at Loara High School and Brookhurst Junior High School. His assembly presentations are a positive, science-based, and entertaining approach to substance use prevention. Dr. Matt Bellace has been a youth motivational speaker and stand-up comedian since 1995, and specializes in the study of the brain and behavior. Services will be provided on May 18, 2017, and May 19, 2017.

Budget Implication:

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

Action:

The Board of Trustees approved the educational consulting agreement.

13.16 **Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA) with Los Alamitos 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:

Los Alamitos Unified School District (Los Alamitos USD) has requested to enter into an MOU with the District permitting students from Los Alamitos USD to be enrolled in specialized programs operated by the District. Services are being provided August 10, 2016, through June 30, 2017.

Budget Implication:

Los Alamitos USD will fund these services per billing agreement between Los Alamitos USD and AUHSD/Greater Anaheim SELPA.

Action:

The Board of Trustees ratified the MOU.

13.17 **Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA) with Fullerton Joint Union High 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:

Fullerton Joint Union High School District (FJUHSD) has requested to enter into an MOU with the District permitting students from FJUHSD to be enrolled in specialized programs operated by the District. Services are being provided August 10, 2016, through June 30, 2017.

Budget Implication:

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

Action:

The Board of Trustees ratified the MOU.

13.18 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected materials for display for courses in English and English language development (ELD). Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, February 16, 2017, through March 7, 2017.

Action:

The Board of Trustees approved the display.

13.19 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

13.20 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

13.21 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

13.22 **Board of Trustees' Meeting Minutes**

13.22.1 November 10, 2016, Regular Meeting

13.22.2 November 10, 2016, Board of Directors Meeting

13.22.3 December 6, 2016, Special Meeting

13.22.4 December 8, 2016, Regular Meeting

Action:

The Board of Trustees approved the minutes as submitted.

14. **SUPERINTENDENT AND STAFF REPORT**

There were no reports.

15. **BOARD OF TRUSTEES' REPORT**

Trustee Randle-Trejo indicated she attended two Greater Anaheim SELPA meetings, an OCSBA Fiscal Seminar, Orange County Black History Parade, Anaheim State of the City Luncheon, Oxford Academy Career Night, LCAP meeting, Honor Band Concert, Cyberpatriot Awards, North Orange County ROP Board meeting, Facilities Use Policy Committee meeting, Community Forum at Katella High School, and a Kennedy High School girls' water polo game.

Trustee O'Neal said he attended the Cypress State of the City Luncheon, Budget Committee meeting, Western High School Beautification Project Presentation, OCSBA Fiscal Seminar, CSEA Installation of Officers Luncheon, Buena Park State of the City Luncheon, District Budget Presentation at Cypress High School, Cyberpatriot Awards, and Government Leaders' Prayer Breakfast.

Trustee Jabbar shared he attended the LCAP meeting, Western High School Beautification Project Presentation, Sycamore Junior High School site visit, Puente Parent Night, and CBA Negotiation meeting. He also shared that the Bike-A-Thon will be held on April 8, 2017.

Trustee Smith reported her attendance at the AUHSD Foundation meeting, Insurance Committee meeting, and CSEA Installation of Officers Luncheon. She also thanked everyone for all they do for the District; in particular, Enrique Romero as an example of great leadership and professional attire.

Trustee Piercy stated she attended the Cypress State of the City Luncheon, Buena Park State of the City Luncheon, CSEA Installation of Officers Luncheon, Facilities Use Policy Committee meeting, Insurance Committee meeting, North Orange County ROP Board meeting, and Government Leaders' Prayer Breakfast.

16. **ADVANCE PLANNING**

16.1 **Future Meeting Dates**

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

- | | |
|--------------------|-----------------------|
| Thursday, April 13 | Thursday, August 10 |
| Tuesday, May 9 | Thursday, September 7 |
| Thursday, June 8 | Thursday, October 5 |
| Thursday, June 15 | Thursday, November 2 |
| Thursday, July 13 | Thursday, December 7 |

16.2 **Suggested Agenda Items**

Trustee Jabbar requested a resolution regarding equal access to education for all students.

17. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:37 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
Wednesday, February 22, 2017

UNADOPTED

1. **CALL TO ORDER—ROLL CALL**

Board President Anna L. Piercy called the special meeting of the Anaheim Union High School District Board of Trustees to order at 6:35 p.m.

Present: Anna L. Piercy, president; Katherine H. Smith, clerk; Al Jabbar, assistant clerk; Brian O’Neal and Annemarie Randle-Trejo, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root assistant superintendents; and Jeff Riel, District counsel.

2. **ADOPTION OF AGENDA**

On the motion of Trustee O’Neal, duly seconded and unanimously carried, the Board of Trustees adopted the agenda.

3. **PLEDGE OF ALLEGIANCE**

Board President Anna L. Piercy led the Pledge of Allegiance to the Flag of the United States of America.

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

There were no requests to speak.

5. **CLOSED SESSION**

The Board of Trustees entered closed session at 6:36 p.m.

6. **RECONVENE MEETING AND CLOSED SESSION REPORT OUT**

6.1 **Reconvene Meeting**

The Board of Trustees reconvened into open session at 9:08 p.m.

6.2 **Closed Session Report**

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

6.2.1 No reportable action taken regarding anticipated litigation.

6.2.2 No reportable action taken regarding anticipated litigation.

6.2.3 No reportable action taken regarding negotiations.

6.2.4 The Board of Trustees took formal action, with a 4-0-1 vote, to accept settlement on Claim AUHSD 15-06.

7. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:10 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Tuesday, March 7, 2017

UNADOPTED

1. CALL TO ORDER-ROLL CALL

Board President Annemarie Randle-Trejo called the meeting of the Anaheim Union High School District Board of Trustees to order at 3:30 p.m.

Present: Anna L. Piercy, president; Katherine H. Smith, clerk; Brian O’Neal and Annemarie Randle-Trejo, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root, assistant superintendents; and Jeff Riel, District counsel.

Absent: Al Jabbar, assistant clerk.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Pull Item 4.5.
- Replace page 1 of Exhibit II.

On the motion of Trustee O’Neal and duly seconded, the Board of Trustees adopted the agenda as amended. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O’Neal, Smith, and Piercy

Absent: Trustee Jabbar

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:31 p.m.

Trustee Jabbar joined closed session at 3:31 p.m., via Skype from Saranankara Park Community Center, Saranankara Road, Dehiwala, Sri Lanka.

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

5.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 6:06 p.m.

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

Student Representative to the Board of Trustees Ruthie Mendez 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 No reportable action taken regarding negotiations.

5.3.4 No reportable action taken regarding personnel.

5.3.5 This item was pulled prior to the adoption of the agenda.

5.3.6 The Board of Trustees took formal action to issue a notice to employee HR-2016-17-11 as required by Education Code Section 44951. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

5.3.7 The Board of Trustees took formal action to issue a notice to employee HR-2016-17-12 as required by Education Code Section 44951. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

5.3.8 The Board of Trustees took formal action to approve the suspended expulsion of the following student. The roll call vote follows.

Ayes: Trustees Randle-Trejo O'Neal, Jabbar, Smith, and Piercy

16-20 under Education Code 48900(b) and 48900(a)(1).

6. **INTRODUCTION OF GUESTS**

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

In addition, Board of Trustees President Piercy introduced Dean Elder, ASTA president; Ryan Ruelas and Jose Paolo Magcalas, Anaheim Elementary School District board members; Jackie Brock, CSEA president; and Sharon Yager, CSEA vice president.

7. **REPORTS**

7.1 **Principals' Report**

Dr. Jodie Wales, Cypress High School principal, and Amber Houston, Lexington Junior High School principal, presented a report on their school site branding plan.

7.2 **Student Representative's Report**

Ruthie Mendez, student representative to the Board of Trustees, reported on student activities throughout the District.

7.3 **Reports of Associations**

Jackie Brock, CSEA president, and Sharon Yager, CSEA vice president, announced that Sharon would return to CSEA as vice president, and that they looked forward to working closely with the District moving forward.

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

There were no reports.

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

Andrew Kanzler shared information regarding the Student Art Contest for students in grades 7-12 who attend schools in the city of Anaheim.

9. **PRESENTATION**

Measure H Citizens' Oversight Committee's Annual Report (September 2016 – February 2017)

Background Information:

As part of the responsibility of a school district in the passing of a General Obligation Bond, the Education Code, Chapter 1.5, Strict Accountability in Local School Construction Bonds Act of 2000, requires the appointment of a Citizens' Oversight Committee. 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 Citizens' Oversight Committee met on various occasions since September 2016, and is ready to fulfill its duties to inform the public of the committee's proceedings, and activities for the year. The annual report was presented to the Board of Trustees in public session, and 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 officially received the Citizens' Oversight Committee's annual report.

10. ITEMS OF BUSINESS

RESOLUTIONS

10.1 **Resolution No. 2016/17-B-18, Adjustments to Income and Expenditures General Funds; Resolution No. 2016/17-B-19, Adjustments to Income and Expenditures, Various Funds; and the 2016-17 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. These certifications 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, of 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, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certifications 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). These certifications shall be based upon the financial and budgetary reports required by Section 42130 but may include additional financial information known by the governing board to exist at the time of each certification. For purposes of this subdivision, 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 remainder of the fiscal year or the subsequent fiscal year. 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 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.

District leadership has developed short-term and long-term financial plans to meet financial obligations for the remainder of the current fiscal year, and two subsequent fiscal years, based on the current funding forecast. Additionally, the District budget, maintains the required three percent reserve.

It is the Board of Trustees' fiduciary responsibility to maintain fiscal solvency for the current and subsequent two years. The Board of Trustees recognizes that if the Governor's January 2017 Budget Proposal is enacted as proposed, or if the fiscal condition further deteriorates, the District will implement approximately \$26 million in ongoing budget reductions as outlined in the Budget Stabilization Plan to maintain a positive certification. A detailed list of Board approved ongoing budget reductions will be submitted with the 2016-17 Second Interim Report and again with the 2017-18 Adopted Budget.

Current Consideration:

The Board of Trustees is required to certify the 2016-17 Second Interim Report. The 2016-17 Second Interim Report also includes acceptance of the Budget Stabilization Plan. 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. 2016/17-B-18, Adjustments to Income and Expenditures, General Funds; and Resolution No. 2016/17-B-19, Adjustments to Income and Expenditures, Various Funds; authorizes budget adjustments, per Education Code Sections 42602 and 42610.

Action:

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2016/17-B-18 and Resolution No. 2016/17-B-19, as well as approved the 2016-17 Second Interim Report, with the inclusion of the Budget Stabilization Plan, as a positive certification. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

10.2 **Resolution No. 2016/17-B-20, Request for Proposals for Online Mass Notification System**

Background Information:

The Anaheim Union High School District has used an online mass notification system for more than 12 years. School sites and the District office use the online mass notification system to send attendance messages, broadcast messages, emergency messages, and more recently, individualized parent messages from teachers.

Current Consideration:

The approval of this item will enable the District to proceed with a competitive request for proposal, under Public Contract Code (PCC) 20118.2, for an online mass notification system. PCC 20118.2 states, "Due to the highly specialized, and unique nature of technology, telecommunications, related equipment, software, and services because products, and materials of that nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations of the school district, it is in the public's best interest to allow a school district to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of contracts for technology, telecommunications, related equipment, software, and services."

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2016/17-B-20. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

10.3 **Resolution No. 2016/17-E-17, 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 1970s. 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. 2016/17-E-17 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 Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-E-17. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

10.4 **Resolution No. 2016/17-E-18, 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. 2016/17-E-18 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 O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-E-18. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

10.5 **Resolution No. 2016/17-E-19, National Child Abuse Prevention Month**

Background Information:

National Child Abuse Prevention Month is observed 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. 2016/17-E-19, 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 Randle-Trejo and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2016/17-E-19. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

10.6 **Resolution No. 2016/17-HR-06, Certificated Reduction in Force**

Background Information:

Economic conditions including declining enrollment, increased employer contribution to CalSTRS and CalPERS, and increased employee health and welfare costs have caused deficit spending which has had an adverse impact on the finances of the District. According to the 2017-18 adopted budget, which is a three-year forecast, the District will be required to reduce approximately 21.6 million dollars in expenditures over the next three years. Due to this economic uncertainty, the District will need to begin reducing expenditures with the 2017-18 adopted budget. These needed reductions necessitate a reduction in force among personnel in certificated, classified, and management positions.

Education Code Section 44949 provides the procedures for layoff of certificated personnel as follows:

- No later than March 15, an employee is given notice that his or her services may not be required for the ensuing year.
- The employee may request a hearing to determine if there is cause for not reemploying him or her for the ensuing year.
- The employee has certain reemployment rights for a period of time following the date of termination.

The District's legal and fiduciary obligation to remain financially solvent requires that the District implement a reduction in force through layoff of certificated personnel. The reductions or discontinuance in services is required due to the current financial and operational challenges that are an actual and existing inability to pay the salaries and benefits of certificated staff.

Current Consideration:

The resolution is a reduction in force due to lack of work and/or lack of funds. The resolution reduces or discontinues particular kinds of certificated personnel services, pursuant to Education Code Sections 44949 and 44955.

Budget Implication:

The reduction in force will reduce costs by approximately \$4.4 million.

Action:

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2016/17-HR-06. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

10.7 **Resolution No. 2016/17-HR-07, Classified Reduction in Force**

Background Information:

Economic conditions including declining enrollment, increased employer contribution to CalSTRS and CalPERS, and increased employee health and welfare costs have caused deficit spending which has had an adverse impact on the finances of the District. According to the 2017-18 adopted budget, which is a three-year forecast, the District will be required to reduce approximately 21.6 million dollars in expenditures over the next three years. Due to this economic uncertainty, the District will need to begin reducing expenditures with the 2017-18 adopted budget. These needed reductions necessitate a reduction in force among personnel in certificated, classified, and management positions.

Current Consideration:

The resolution is a reduction in force due to lack of work and/or lack of funds. The eliminated positions are listed in Exhibit I and will be effective July 1, 2017. Though services will be reduced in these areas, essential services will continue to be provided. The layoff will be implemented in accordance with the requirements of the Education Code.

Budget Implication:

The reduction in force will reduce costs by approximately \$2.1 million.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-HR-07. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

10.8 **Resolution No. 2016/17-BOT-05, Providing All Children Equal Access to Education**

Public Comments:

Alexandra Retana, Anaheim High School student, thanked the Board of Trustees for placing Resolution No. 2016/17-BOT-05 on the agenda and shared information on a student led youth conference.

Daniel Ayala, Anaheim High School student, thanked the Board of Trustees for placing Resolution No. 2016/17-BOT-05 on the agenda and requested that task force be created to increase community involvement.

Sergio Nieto, Anaheim High School student, thanked the Board of Trustees for placing Resolution No. 2016/17-BOT-05 on the agenda.

Veronica Lopez, Loara High School teacher, thanked the Board of Trustees for placing Resolution No. 2016/17-BOT-05 on the agenda.

Rodolfo Acevedo, Anaheim High School student, thanked the Board of Trustees for placing Resolution No. 2016/17-BOT-05 on the agenda.

Jose Magcalas, Loara High School teacher, shared his support of Resolution No. 2016/17-BOT-05.

Manuel Romero, Loara High School student, spoke in support of Resolution No. 2016/17-BOT-05.

Jennifer Martinez, Anaheim High School student, thanked the Board of Trustees for placing Resolution No. 2016/17-BOT-05 on the agenda.

Francisco Aviles Pino, community member, shared his support of all District students, Resolution No. 2016/17-BOT-05, and a task force to increase community involvement.

Diana Gonzalez shared her support of Resolution No. 2016/17-BOT-05.

Background Information:

The Board of Trustees is committed to the success of all students irrespective of their immigration status, ethnicity, race, religion, sexual orientation, ability, sex and gender identity, socio-economic status or beliefs. The California Department of Education has declared California public schools as welcoming, safe places for learning and teaching for all students, regardless of immigration status. The Board of Trustees believes that every school site should be a welcoming place for all students and their families.

Current Consideration:

The District's community includes a significant number of students who are immigrants or children of immigrants. Recently, many students and families are expressing fear, sadness and concern for student safety. The Board of Trustees reaffirms the District's unequivocal commitment to ensuring a safe educational environment for all students, as a safe school district for students and families regarding immigration enforcement or discrimination, to the fullest extent provided by the law. Moreover, the Board of Trustees reaffirms its focus on promoting and supporting inclusiveness and kindness of all students, families and staff at all District school sites, facilities, and property under its control.

Budge Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, following a lengthy discussion, the Board of Trustees amended the resolution by striking "and all newcomers" from page two. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-BOT- 05, as amended. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

BUSINESS SERVICES

10.9 **Second Term Appointment of Citizens' Oversight Committee Members**

Background Information:

As part of the responsibility of a school district in the passing of a General Obligation Bond, the Education Code, Chapter 1.5, Strict Accountability in Local School Construction Bonds Act of 2000, requires the appointment of a Citizens' Oversight Committee (COC). 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. In 2014, the Board of Trustees approved the appointment of the three initial committee

members, whose goal was to determine if the proposed spending plan for the proposed bond measure was viable and reasonable. In 2015, the Board of Trustees approved an additional four members.

Current Consideration:

In accordance with the COC's governing bylaws, COC members serve two-year terms for a total of no more than two consecutive terms. The COC members who were appointed in 2015 have served their first term, and must be reappointed by the Board of Trustees for an additional two-year term.

The Citizens' Oversight Committee members to be reappointed are:

- Ms. Carolyn Cavecche
- Mr. Steve Hwangbo
- Mr. Robert Nelson
- Mr. Richard Tkach

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 reappointed the Citizens' Oversight Committee members for a second two-year term. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

10.10 **Zero-Emission School Bus Grant Funding Program Application Through North Coast Unified Air Quality Management District (NCUAQMD)**

Background Information:

The District is requesting to apply for NCUAQMD funding under the Rural School Bus Pilot Project Grant for the purchase of new electric school buses. The grant is for approximately \$400,000 for each school bus awarded, including sales tax. Additionally, NCUAQMD will provide \$5,000 per school bus for infrastructure for every electric school bus awarded. If approved by NCUAQMD, the District would utilize the grant funding for one electric school bus.

Current Consideration:

NCUAQMD has posted an opportunity for school districts to apply for grants for 100 percent funding for new fully electric school buses. NCUAQMD will pay 100 percent of the purchase price, including sales tax, plus up to \$5,000 per bus for electric charging stations. The school district must pay for any optional equipment above the "base model" bus price such as a wheel chair lift and/or air conditioning.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith and duly seconded, following discussion, the Board of Trustees approved the grant application. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

EDUCATIONAL SERVICES

10.11 **New Board Policy 7701.01, Comprehensive Health Education Policy, and New Board Policy 7701.02, Comprehensive Sexual Health Education Policy, Second Reading**

Background Information:

The California Healthy Youth Act, which took effect in January 2016, requires school districts to provide students with integrated, comprehensive, medically-accurate, and unbiased comprehensive sexual health and HIV prevention education at least once in middle school and once in high school. The law is intended to ensure that students develop the knowledge and skills necessary to 1) protect their sexual and reproductive health; 2) develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family; and 3) have healthy, positive, as well as safe relationships and behaviors. The new law requires that all instruction must be age-appropriate, medically-accurate, and appropriate for students with disabilities, students who are English language learners, as well as for students of all races, ethnic and cultural backgrounds, genders, and sexual orientations. To address the new law requirements, a District health task force convened and reviewed the law, as well as all current District policies related to health education and sexual health education.

Current Consideration:

The California Healthy Youth Act requires districts to ensure that their board policies, parental notification forms, and curricula all comply with the requirements of the law. To comply, the Health Education Task Force reviewed all current District policies related to health education and sexual health education and consolidated them into two new board policies, a Comprehensive Health Education Policy and a Comprehensive Sexual Health Education Policy. Board Policy 7701.07, Drug Education and Board Policy 7701, Chemical Use Prevention Program were determined to be outdated and will be rescinded. The new Comprehensive Health Education Policy will address alcohol, tobacco, and other drugs use prevention.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees reviewed and approved new Board Policy 7701.01, Comprehensive Health Education Policy, and new Board Policy 7701.02, Comprehensive Sexual Health Education Policy, as well as rescinded Board Policy 7701.07, Drug Education, and Board Policy 7701, Chemical Use Prevention. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

10.12 **Educational Consulting Agreement, Chance Theatre**

Background Information:

Chance Theatre was established in 1999 by Anaheim High School alumnus Oanh Nguyen. Chance Theatre produces everything from mainstream musicals and comedies to world premieres and challenging topics. In 2012, at the annual conference for the California Educational Theatre Association in San Diego, California, Chance Theatre was presented an award for Outstanding Contributions to Theatre Education for their ten years of providing free summer workshops to AUHSD students. Additionally, Chance Theatre staff provided

training to the District's theatre directors in 2013, as part of an Orange County Arts Education Collaborative Fund grant, and the training has been written into the grant again for the 2016-17 year.

Current Consideration

Chance Theatre will provide a four-hour professional development workshop for Anaheim Union High School District theatre directors. The primary focus will be on the mechanics of directing. Participants will discuss and practice character development, textual interpretation, stage pictures and blocking, as well as rehearsal techniques. Services will be provided March 20, 2017, through April 7, 2017.

Budget Implication:

The total cost for these services is not to exceed \$500. (Orange County Arts Education Collaborative Funds)

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees approved the educational consulting agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

10.13 **School-Sponsored Student Organizations**

Background Information:

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

Current Consideration:

The following schools submitted school-sponsored student organization applications:

- 10.13.1 Katella Construction Club, Katella High School
- 10.13.2 Anime Club, South Junior High School

Budget Implication:

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

Action:

On the motion of Trustee Smith and duly seconded, following discussion, the Board of Trustees approved the applications. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

The student representative to the Board of Trustees cast a preferential vote for the school-sponsored student organizations.

HUMAN RESOURCES

10.14 **Wellness Program Consulting Agreement, Naomi Machado**

Background Information:

The District utilizes health and wellness professionals with expertise in a specific field to provide targeted programs and services that fulfill the mission and vision of the Well Done! Wellness Program. Professionals must meet credentialing and certification requirements as mandated by each field and provide evidence of liability insurance as required by the District.

Current Consideration:

Naomy Machado is a trained and certified Zumba instructor. She will provide Zumba classes to District employees at Orangeview Junior High School during the 2016-17 school year. Services will be provided March 21, 2017, through May 31, 2017.

Budget Implication:

The total cost is not to exceed \$600. (Wellness Funds)

Action:

On the motion of Trustee Smith and duly seconded, the Board of Trustees approved the wellness program consulting agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

10.15 **Wellness Program Consulting Agreement, St. Joseph Hospital**

Background Information:

Biometrics screenings are a fast, convenient way for individuals to learn the most important information about their health status. Employers often provide this service as an opportunity for employees to quickly learn important health information without requiring to take hours off work to schedule with their doctor. Screenings typically include total cholesterol, blood pressure, blood glucose, and body mass index. This information helps educate employees so they can make important decisions about their health care.

Current Consideration:

The agreement with St. Joseph Hospital is for services provided April 4, 2017, through April 11, 2017. Participation in biometrics screenings are entirely voluntary. Screenings are performed by registered nurses from St. Joseph Hospital using a blood drop taken by fingerstick. Screenings are registered with the Orange County Department of Health to ensure compliance with all laws. Each participant will receive individual counseling regarding their unique results, as well as a confidential health report specific to each individual with additional information on steps to take to improve the employee's health. The data collected is for the individual's use only and will be kept confidential by St. Joseph Hospital. Data will not be provided to the employee's insurance carrier, physician, or sold to any third party. Information shared with the District will be aggregated and will not identify any single individual. The report will only represent the workforce as a whole to help the Well Done! Wellness Program provide specific programs and services that best support employees.

Budget Implication:

The total cost is not to exceed \$24,000. (Wellness Funds)

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees approved the wellness program consulting agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

SUPERINTENDENT'S OFFICE

10.16 **2017 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 and 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:

Given the District's size relative to student population, AUHSD is entitled to one delegate, which is Trustee Randle-Trejo. This is an additional opportunity for the Board of Trustees to consider voting for candidates. At the Board of Trustees' discretion, you may or may not wish to vote for one or more candidates. The Board, as a whole, may vote for up to nine 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, Wednesday, March 15, 2017.

Budget Implication:

There is no implication to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees determined they would vote for the following five delegates: Bonnie Castrey, Jeff Cole, Karin M. Freeman, Al Jabbar, and Suzie R. Swartz. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11. **CONSENT CALENDAR**

On the motion of Trustee O’Neal, duly seconded and unanimously carried, the Board of Trustees approved all consent calendar items, with the exception of items 11.6 and 11.7 pulled by Trustee O’Neal. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O’Neal, Jabbar, Smith, and Piercy

BUSINESS SERVICES

11.1 **Inter-Agency Agreement, Anaheim Elementary School District**

Background Information:

Anaheim Union High School District has had an agreement to provide meals to Anaheim Elementary School District since the State meal mandate passed in 1975. The mandate requires all school districts to provide nutritious meals for all enrolled students. Anaheim Elementary School District does not have adequate facilities to provide meal service to elementary students enrolled in their district. The inter-agency meal agreement is a five-year agreement, which requires Board approval.

Current Consideration:

This agreement to provide meals to Anaheim Elementary School District for five years, generates income from the meals served and provides a community service. Services will be provided for five consecutive years, July 1, 2017, through June 30, 2022.

Budget Implication:

This agreement generates income from the meals served.

Action:

The Board of Trustees approved the inter-agency agreement.

11.2 **Notice of Completion**

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

Bid # 2017-03, Western High School and Walker Junior High School	P.O. #K64A0181
New HVAC in 2 Classrooms (Maintenance Funds)	
AireMasters Air Conditioning	
Original Contract	\$266,662
Contract Changes	\$0
Total Amount Paid	\$266,662

Action:

The Board of Trustees authorized the assistant superintendent of Business Services to accept all listed work as complete, and authorized the filing of the notice of completion with the Office of the County Recorder.

11.3 **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 60510 et al.

11.4 **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.

11.5 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees ratified items 11.6 and 11.17 with the following roll call vote.

Ayes: Trustees Randle-Trejo, Jabbar, Smith, and Piercy

Abstain: Trustee O'Neal

11.6 **Purchase Order Detail Report**

Action:

The Board of Trustees ratified the report February 7, 2017, through February 23, 2017.

11.7 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report February 7, 2017, through February 23, 2017.

11.8 **SUPPLEMENTAL INFORMATION**

11.8.1 ASB Fund, January 2017

11.8.2 Cafeteria Fund, December 2016

11.8.3 Enrollment, Month 6

EDUCATIONAL SERVICES

11.9 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee recommended the selected books for English language development courses. The books have been made available for public view.

Action:

The Board of Trustees adopted the selected materials.

11.10 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display for courses in English language development, world languages, as well as career and technology education. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, March 7, 2017, through April 13, 2017.

Action:

The Board of Trustees approved the display.

11.11 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

11.12 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

11.13 **Agreement, StaffRehab**

Background Information:

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

Current Consideration:

The agreement with StaffRehab provides psychologist contract services effective March 1, 2017, through March 31, 2017, due to an unexpected leave of absence. The agreement will be ongoing unless terminated by either party.

Budget Implication:

The services provided are \$85 per hour and is a budgeted expenditure. (General Funds)

Action:

The Board of Trustees ratified the agreement.

11.14 **Agreement Amendment, Artiano Shinoff and Holtz, APC**

Background Information:

The Board of Trustees approved an attorney-client retainer agreement with Artiano Shinoff and Holtz, APC, on March 10, 2016, for specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education, July 1, 2016, through June 30, 2017, at a cost not to exceed \$350,000. The services are typically related to personnel management and personnel related litigation.

Current Consideration:

Due to several major on-going legal issues currently pending, staff has ascertained that an increase to the amount of the agreement by an additional \$350,000, for a total amount not to exceed \$700,000, is needed.

Budget Implication:

Increase the amount of this agreement by an additional \$350,000. (General Funds)

Action:

The Board of Trustees approved the agreement amendment.

11.15 **Agreement, California State University, Long Beach (CSULB)**

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 CSULB speech-language pathology interns to provide supervised support services to District students and staff. The District has had an agreement with CSULB since 2012.

Current Consideration:

The agreement with CSULB is a renewal of an existing agreement that provides clinical training in the area of speech pathology. 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. The agreement will be effective March 7, 2017, and will be ongoing unless terminated by either party. 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.

11.16 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as amended prior to the adoption of the agenda.

11.17 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

12. **SUPERINTENDENT AND STAFF REPORT**

There were no reports

13. **BOARD OF TRUSTEES' REPORT**

Trustee Randle-Trejo said she attended the AUHSD Honor Band Concert, Gilbert High School's Open House, District Cross Country Finals, LCAP meeting, Anaheim City Council meeting, OCSBA/ACSA Joint Dinner meeting, Love Anaheim event, AUHSD Foundation meeting, and Community Forum on Immigration Rights at Savanna High School.

Trustee O'Neal said he attended a Student Health Advisory Committee meeting, Kennedy High School Choir Show, Anaheim Sister City Commission meeting, AUHSD/City of Cypress Liaison meeting, Cypress High School College Night, Graduation Planning meeting, and Cypress Every Student Succeeding Breakfast.

Trustee Jabbar shared that he attended Gilbert High School's Open House and the Love Anaheim Event. He also stated that the Bike-A-Thon will be held on April 8 and thanked James Vanderbilt, Jose Moreno, and the AUHSD Foundation for supporting this event. Additionally, he thanked Superintendent Matsuda for organizing the Love Anaheim event.

Trustee Smith reported she attended the Student Health Advisory Committee meeting, AUHSD Foundation meeting, Love Anaheim event, and Anaheim City Council meeting. She also thanked Superintendent Matsuda for organizing the Love Anaheim event.

Trustee Piercy stated she attended the Lexington Junior High School Science Fair, Years of Service Awards, Gilbert High School's Open House, *Ed Week* Leadership Dinner, Student Ambassador Interviews, Graduation Planning meeting, AUHSD/City of Cypress Liaison meeting, and Cypress Every Student Succeeding Breakfast.

14. **ADVANCE PLANNING**

14.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, April 13, 2017, at 6:00 p.m.

<u>Tuesday</u> , May 9	Thursday, September 7
Thursday, June 8	Thursday, October 5
Thursday, June 15	Thursday, November 2
Thursday, July 13	Thursday, December 7
Thursday, August 10	

14.2 **Suggested Agenda Items**

Board President Piercy requested a presentation from the Cypress speech and debate team.

15. **ADJOURNMENT**

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adjourned the meeting at 8:47 p.m. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

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 24, 2017**

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Anna L. Piercy called the special meeting of the Anaheim Union High School District Board of Trustees to order at 10:32 a.m.

Present: Anna L. Piercy, president; Katherine H. Smith, clerk; Al Jabbar, assistant clerk; Brian O’Neal and Annemarie Randle-Trejo, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root assistant superintendents; and Jeff Riel, District counsel.

2. ADOPTION OF AGENDA

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adopted the agenda.

3. PLEDGE OF ALLEGIANCE

Board President Anna L. Piercy led the Pledge of Allegiance to the Flag of the United States of America.

4. PUBLIC COMMENTS, OPEN SESSION ITEM

There were no requests to speak.

5. ITEM OF BUSINESS

RESOLUTION

Resolution No. 2016/17-B-21, Supplemental Employee Retirement Plan (SERP) with Keenan and Associates

Background Information:

California school districts from time-to-time offer early retirement incentives to achieve specific goals avoiding layoffs due to the discontinuation of certain programs, maintain employee relations, and recognize long-time service to the District. The goal is to offer a plan that potentially reduces District expenditures, or is at least cost neutral. These potential savings are achieved by replacing retiring employees with employees at the lower end of the salary schedule. Providing this incentive, AUHSD may increase employee retirements which could minimize the number of employees reduced through the Reduction in Force (RIF) process.

Current Consideration:

Given current staffing and economic considerations, the current proposal is to offer a voluntary incentive with a window period that opens March 24, 2017, and closes on April 27, 2017. This offer would be contingent upon a sufficient number of participants Districtwide retiring to make the

implementation financially feasible for the District. Assuming the final saving analysis is beneficial, the plan would go into effect July 1, 2017, with participants retiring on, or before, June 30, 2017, and the first incentive check will be issued starting August 2017.

The eligibility would include certificated employees (non-management), certificated management, classified employees (non-management), as well as classified management/confidential employees ages 55 and up and with a minimum of five years of service with the District, as of June 30, 2017, who agree to retire/resign by the end of the window period and retire/resign from the District by June 30, 2017.

The incentive will be provided through a tax qualified 403(b) program that provides payments through an annuity. The payments may be taken by an individual through a variety of structured options. The District contributions for these annuities will be made over five years.

Budget Implication:

In order for the SERP to be implemented it will need to generate savings, or at least be cost neutral. In May 2017, a projection of savings will be produced based on the actual participation in the plan.

Action:

On the motion of Trustee Randle-Trejo and duly seconded, following a lengthy discussion, the Board of Trustees adopted Resolution No. 2016/17-B-21. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

6. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 11:10 a.m.

Approved _____
Clerk, Board of Trustees