

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

**NOTICE OF REGULAR MEETING**

Date: July 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

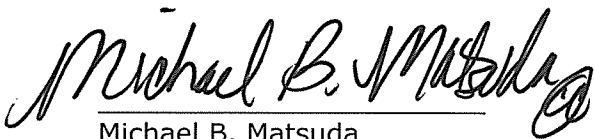
You are hereby notified that a regular meeting of the  
Board of Trustees of the Anaheim Union High School District  
is called for

Thursday, the 13<sup>th</sup> day of July 2017

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

**Closed Session—3:45 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, July 13, 2017  
Closed Session–3:45 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, July 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 54957: Public employee performance evaluation, superintendent.
- 4.2 To consider matters pursuant to Government Code Section 54956.9 (d)(2): Conference with legal counsel, anticipated litigation regarding one matter.
- 4.3 To consider matters pursuant to Government Code Section 54956.9 (d)(2): Conference with legal counsel, anticipated litigation regarding one matter.
- 4.4 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).

- 4.5 To consider matters pursuant to Government Code Section 54597: Public employee performance evaluation.
- 4.6 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2017-18-01. **[CONFIDENTIAL]**
- 4.7 To consider matters pursuant to Government Code Section 54956.9: Conference with legal counsel, existing litigation (OAH Case No. 2016040305).
- 4.8 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment–assistant principal(s).

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

**5.1 Reconvene Meeting**

The Board of Trustees will reconvene into open session.

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

Board President Anna L. Piercy 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 21<sup>st</sup> century.

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

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

**7.1 Reports of Associations**

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

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

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

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

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. 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.

## 9. ITEMS OF BUSINESS

### RESOLUTIONS

- 9.1 **Resolution No. 2017/18-F-01 Approval of Request for Proposals for Pre-Construction and Lease-Leaseback Services, and Lease-Leaseback Construction Delivery Method (Roll Call Vote)** **ACTION ITEM**

Background Information:

At the June 8, 2017, Board meeting, the Trustees received an update on the Lease-Leaseback (LLB) method of construction procurement. The update was presented by Martin A. Hom, attorney with the law firm of Atkinson, Andelson, Loya, Ruud & Romo. The presentation addressed advantages and disadvantages of the delivery method, and included an update on recent court proceedings, as well as new LLB regulations.

Current Consideration:

Some of the benefits for utilizing the Lease-Leaseback method of construction delivery include the ability to control time and budget constraints that cannot be addressed through a traditional construction contract procurement method and working with the contractor, as well as architect in a "team" approach to building the project. The Lease-Leaseback delivery method provides some flexibility to the Board of Trustees for selection of contractors and establishment of a guaranteed maximum price, thereby reducing change orders and schedule delays. Approval of the Resolution No. 2017/18-F-01 will authorize staff to initiate the process of soliciting request for proposals for pre-construction and LLB services for District construction projects.

Budget Implication:

No budget implication at this time until future projects are bid and awarded.

Staff Recommendation:

1. It is recommended the Board of Trustees receive the information.
2. It is recommended the Board of Trustees discuss, consider, and approve the use of the LLB construction delivery method for District construction projects as appropriate.
3. It is recommended the Board of Trustees approve Resolution No. 2017/18-F-01, by roll call vote. **[EXHIBIT A]**

- 9.2 **Resolution No. 2017/18-B-01, Community Benefits Agreement For Projects Funded by the Measure H Bond (Roll Call Vote)** **ACTION ITEM**

Background Information:

In November 2014, local voters approved the Classroom Repair and School Safety Bond, a \$249 million Measure H school bond.

As stated in California Public Contract Code (PCC) Section 2500, a Project Labor Agreement, which the District calls a Community Benefits Agreement (CBA) is defined as a "...prehire

collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects." Also, the code provides that a public entity may require contractors to enter into a project labor agreement for a construction project if specific provisions are included. One of the requirements state that all qualified contractors and subcontractors be permitted to bid for and be awarded work on the project, without regard to whether they are otherwise parties to collective bargaining agreements.

At the October 2016 Board meeting, the Trustees directed the superintendent, or his designee, to negotiate terms for a CBA, and bring the negotiated agreement back to the Board of Trustees for consideration.

Current Consideration:

The purpose for the Community Benefits Agreement is to ensure a sufficient supply of high skilled craftsperson and eliminate disruptions or interference with project work while utilizing the most modern, efficient, and effective procedures for construction, and enter into a five-year agreement with The Los Angeles and Orange Counties Building and Construction Trade Council and The Signatory Craft Councils and Unions for construction to accomplish this for projects funded by Measure H. Since the CBA sets forth a contractor's obligations and impacts the terms of their employment on a particular project, the District or the District's construction manager will provide advance notice to potential bidders that each successful bidder must agree to be bound by a CBA. This agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

There is no budget implication at this time until future projects are bid and awarded.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the resolution, by a roll call vote.

**[EXHIBIT B]**

9.3 **Resolution No. 2017/18-HR-01, 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:

The resolution is a revision of Resolution No. 2016/17-HR-09, and a reduction in force, due to lack of work and/or lack of funds. The eliminated positions are listed in Exhibit C 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:

There is minimal impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2017/18-HR-01, by a roll call vote. **[EXHIBIT C]**

**BUSINESS SERVICES**

9.4 **Rejection of Liability Claim** **ACTION ITEM**

The Board of Trustees is requested to reject a liability claim that was filed on June 5, 2017, and identified as AUHSD 17-07 (Tort 379). 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 17-07 as not a proper charge against the District and authorize staff to send the notice of rejection.

9.5 **Rejection of Liability Claim** **ACTION ITEM**

The Board of Trustees is requested to reject a liability claim that was filed on June 12, 2017, and identified as AUHSD 17-08. 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 17-08 as not a proper charge against the District and authorize staff to send the notice of rejection.

9.6 **Business Consulting Services Agreement, Colleen R. Patterson** **ACTION ITEM**

Background Information:

Colleen R. Patterson is a retired assistant superintendent, business services. She is well respected in the field and served 17 years in Fullerton Joint Unified School District as a director of fiscal services and assistant superintendent, business services. Since retiring, she has served in numerous interim assignments supporting districts when they have the need.

Current Consideration:

Colleen R. Patterson will provide consulting services to support the Payroll and Accounting Departments, as well as provide expert support in the area of year-end closing, during the vacancy of the District's controller. Services will be provided June 18, 2017, until the position is filled, or December 31, 2017.

Budget Implication:

The cost for these services is not to exceed \$15,000 (\$100 per hour).

Staff Recommendation:

It is recommended that the Board of Trustees ratify the business consulting services agreement. **[EXHIBIT D]**

9.7 **New Board Policy, 8300 Bus Conduct and Surveillance System, First Reading** **INFORMATION ITEM**

Background Information:

The Board of Trustees approved the purchase and installation of bus video surveillance systems at the November 10, 2016, Board meeting. There is no current administrative

regulation or board policy regarding bus conduct rules, disciplinary procedures, or bus video surveillance systems.

Current Consideration:

To better serve the students, employees, and District property, the District has purchased camera systems for 42 buses. As the budget permits, the Transportation Department will continue to add surveillance systems to the remaining buses in the fleet. Student and parent notifications will be included in the registration packets annually, regarding the use of bus surveillance systems.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review the new Administrative Regulation and Board Policy 8300. **[EXHIBIT E]**

## **EDUCATIONAL SERVICES**

9.8 ***New Board Policy, 8803.05 Comprehensive Suicide Prevention and Intervention Policy, Second Reading*** ***INFORMATION ITEM***

Background Information:

Assembly Bill 2246, which was signed into law on September 26, 2016, adds Education Code Section 215 effective January 1, 2017. Education Code Section 215(a)(1) requires the governing board of a local educational agency that serves pupils in grades 7 to 12, inclusive, before the beginning of the 2017-18 year, to adopt a policy on pupil suicide prevention in grades 7-12.

Current Consideration:

Education Code Section 215(a)(2) states that the policy shall specifically address the needs of high-risk groups, including, but not limited to, all of the following:

- Youth bereaved by suicide.
- Youth with disabilities, mental illness, or substance abuse disorders.
- Youth experiencing homelessness or in out-of-home settings, such as foster care.
- Lesbian, gay, bisexual, transgender, or questioning youth.

Education Code Section 215(a)(3) states that the policy shall also address any training to be provided to teachers on suicide awareness and prevention. Materials approved by a local educational agency for training shall include how to identify appropriate mental health services, both at the school site and within the larger community, as well as when and how to refer youth and their families to those services. The policy shall be written to ensure that a school employee acts only within the authorization and scope of the employee's credential or license.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review and/or approve the new Board policy. **[EXHIBIT F]**

9.9 **Partnership Agreement, Khan Academy**

**ACTION ITEM**

Background Information:

Khan Academy is a non-profit educational organization created in 2006 by educator Salman Khan, with a goal of creating an accessible place for people to be educated. Khan Academy offers practice exercises, instructional videos, and a personalized learning dashboard that empower learners to study at their own pace inside and outside of the classroom. Khan Academy offers math, science, engineering, computer programming, history, art history, economics, as well as SAT preparation. The math tutorials guide learners from kindergarten to calculus using state-of-the-art adaptive technology that identifies strengths and learning gaps.

Current Consideration:

The District will partner with Khan Academy to offer students access to real-time support in any subject area, but specifically targeting the area of math. Khan Academy will work directly with the school sites to develop a Khan Academy implementation plan to ensure full utilization of resources. Included in the plan will be detailed training and a support plan for teachers. Services are being provided July 1, 2017, through June 30, 2018.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

9.10 **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:

- 9.10.1 Aasha, Oxford Academy
- 9.10.2 Creative Writing Club, Oxford Academy
- 9.10.3 Fashion Club, Oxford Academy
- 9.10.4 Make-A-Wish Club, Oxford Academy
- 9.10.5 The Culinary Club, Oxford Academy
- 9.10.6 WHS Latina Leadership Program, Western 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 H, I, J, K, L, and M]**



## HUMAN RESOURCES

### 9.11 Memorandum of Understanding (MOU) with AFSCME

**ACTION ITEM**

Background Information:

On January 21, 2016, the Board of Trustees approved an agreement with Zonar Systems, Inc. for the purchase and installation of a Zonar solution, which includes, among other services, a Global Positioning System (GPS) for District school buses.

Current Consideration:

The MOU between the District and the American Federation of State, County and Municipal Employees (AFSCME) states the effects of GPS/Zonar tracking devices and/or videotape cameras.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with AFSCME.

**[EXHIBIT N]**

### 9.12 Declaration of Need for Fully Qualified Educators

**ACTION ITEM**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

**[EXHIBIT O]**

### 9.13 Agreement, PPR Education Services

**ACTION ITEM**

Background Information:

When a speech-language pathologist takes a leave of absence, or if there is a sudden need to fill a vacancy, we must fill that position on a temporary basis with a qualified individual.

Due to the specific qualifications needed to fill this type of position, and for only a limited time, it is increasingly difficult to find a qualified individual to perform these services. Agreements with staffing agencies provide qualified individuals when there is a sudden need to fill a vacancy.

Current Consideration:

The agreement with PPR Education Services provides speech-language pathologist contract services, for the period of August 7, 2017, through December 22, 2017, due to a temporary leave of absence of District personnel.

Budget Implication:

The total cost is not to exceed \$53,550. (Special Education Funds)

Staff Recommendation:

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

**SUPERINTENDENT'S OFFICE**

9.14 **Public Disclosure of Superintendent's Employment Agreement** **INFORMATION ITEM**

Background Information:

At the June 15, 2017, Board meeting, the Trustees approved an extension of the employment agreement with Michael B. Matsuda, superintendent of the Anaheim Union High School District until June 30, 2020.

Current Consideration:

This item is to publically disclose the modification of the superintendent's employment agreement.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

9.15 **Extension of Employment Agreements with Assistant Superintendents, Chief Academic Officer, and District Counsel** **ACTION ITEM**

Background Information:

Employment agreements are required for upper-level management who are unrepresented employees. Current employment agreements with the assistant superintendents, chief academic officer, and District counsel expire on June 30, 2019.

Current Consideration:

At the June 15, 2017, Board meeting, the Trustees approved a one-year extension, until June 30 2020, of the employment agreement with Michael B. Matsuda, superintendent of the Anaheim Union High School District. The Superintendent respectfully requests that the Board of Trustees consider extending by one year the employment agreements with Dr. Jaron Fried, assistant superintendent, Educational Services, Brad Jackson, assistant superintendent, Human Resources, Jennifer Root, assistant superintendent, Business

Services, Manuel Colón, chief academic officer, and Jeffrey J. Riel, District Counsel. In addition, the Board is requested to equalize the salary of Jennifer Root, assistant superintendent, Business Services to the current salary for the other assistant superintendents and chief academic officer.

Budget Implication:

There is minimal impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees consider approving the addendums to the employment agreements with the assistant superintendents, chief academic officer, and District counsel. **[EXHIBIT R]**

10. **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**

10.1 **Agreement, Transportation**

Background Information:

The Board of Trustees has in past years approved the agreements to provide transportation services to the Greater Anaheim SELPA, North Orange County Regional Occupation Program, Tiger Woods Learning Center, Servite High School, City of Cypress, and GOALS Academy. In addition to these agreements, transportation services will also be provided to the West Coast Islamic Society.

Current Consideration:

It is in the best interest of the District to add this transportation agreement. The agreement will be in effect July 14, 2017, through June 30, 2018. The contract will be signed following AUHSD Board approval.

Budget Implication:

The transportation agreement will provide revenue to the District, which assists in offsetting the transportation contribution from the General Fund.

Staff Recommendation:

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

10.2 **Agreement, California School Management (CSM) Consulting, Inc**

Background Information:

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 public libraries in the United States to obtain affordable telecommunication services, equipment, software, and Internet access.

Current Consideration:

The education and information technology (EIT) department utilizes E-Rate consultants to provide assistance including, but not limited to E-Rate form filing, process, guidance, audit documentation, document management, telecommunication services review, and fund collection. The agreement brings highly-specialized and unique expertise to the District, and is considered crucial to the E-Rate funding. In the current cycle, the District applied for more than \$1,300,000 in funding. To date, the District has been approved for more than \$18,000,000 in E-Rate funding over the life of the program.

Budget Implication:

Services will be provided at a cost not to exceed \$32,600 annually. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees award an agreement to California School Management (CSM) Consulting, Inc. for a period of two years. The agreement will be reviewed annually, and will be approved or terminated by the District's director of purchasing and central services for up to a maximum of three additional one-year terms.

10.3 **Assignment of a Contract to PowerSchool LLC**

Background Information:

On June 19, 2014, at a regular meeting of the Board of Trustees, a five-year contract with Haiku Learning, Inc. was approved on RFP 2014-12 for a learning management system (LMS) used districtwide, in an annual amount of \$144,000.

Current Consideration:

In June of 2017, the District received a letter from PowerSchool Group LLC, which explained they have acquired Haiku Learning, Inc., as of June 3, 2017. This acquisition included the assignment of all contractual agreements, including the agreement for bid 2014-12 with Anaheim Union High School District. As expressed in the District's agreement, an assignment is only allowed by written consent of both parties. Therefore, the District must now approve the assignment in order for the contract to continue under the same terms and conditions with PowerSchool LLC.

Budget Implication:

The cost is not to exceed \$144,000 annually for the remainder of the term. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the assignment of the agreement for RFP 2014-12 from Haiku Learning, Inc. to PowerSchool LLC.

10.4 **Piggyback Contract for Mail Processing Equipment, Software, and Service**

Background Information:

The District has been utilized Pitney Bowes postage equipment for mailings that are sent out for all school sites and departments on a daily basis. The postage machine that the District currently owns is at the end of its life-cycle and is no longer being supported, therefore parts and maintenance are no longer being offered and new equipment is required.

Current Consideration:

National Association of State Procurement Officials/Western States Contracting Alliance (NASPO-WSCA) is a consortium consisting of various states throughout the United States that provides its members with better purchasing power, and deeply discounted prices. The contract is a "direct from the manufacturer" purchasing vehicle, based on volume-discounted prices, where orders can be placed directly with a manufacturer or through an authorized reseller. Volumes are being pooled with other members of the NASPO-WSCA alliance to obtain lowest prices due to economy of scale. Arizona was the State that took the lead and processed a bid that resulted in an award of a contract to Pitney Bowes, Inc. for mailing equipment, software, and services.

The District will utilize the State of California Department of General Services' (DGS) California Participating Addendum 7-12-70-26 Amendment 6, which is under the WSCA-NASPO Master Agreement No. ADSPO11-00000411-7 awarded by the State of Arizona, and approved for local agencies. This will allow staff to enter a sixty-month lease-purchase contract for mailing equipment, software, and maintenance. The new mail machine will give the District added features such as the ability to print Intelligent Mail Barcodes (IMb), and return addresses with a small color logo directly onto the envelope.

Budget Implication:

The total cost is \$37,305. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the use of the contract for the lease-purchase of mailing equipment, software, and related services, utilizing the State of California Department of General Services' (DGS) California Participating Addendum 7-12-70-26 Amendment 6, which is under the WSCA-NASPO Master Agreement No. ADSPO11-00000411-7 to Pitney Bowes, Inc. pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq.

10.5 **Cancellation of Invitation to Bid**

The Board of Trustees is requested to cancel the invitation to bid.

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2017-18	New Central Kitchen Project	Cancel Invitation to Bid	N/A

Staff Recommendation:

It is recommended that the Board of Trustees cancel the invitation to bid as listed.

10.6 **Ratification of Change Order**

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

Bid #2017-12, District-Wide	P.O. #K64A0254
Gender Neutral Signage Installation (Maintenance Funds)	
A Good Sign & Graphic Company	
Original Contract	\$35,000
Change Order #1 [EXHIBIT T]	(\$4,721.60)
New Contract Value	\$30,278.40

Staff Recommendation:

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

10.7 **Notice of Completion**

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

Bid #2017-12, District-Wide	P.O. #K64A0254
Gender Neutral Signage Installation (Maintenance Funds)	
A Good Sign & Graphic Company	
Original Contract	\$35,000
Contract Changes	(\$4,721.60)
Total Amount Paid	\$30,278.40

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.

10.8 **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 U]**

10.9 **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 V]**

10.10 **Purchase Order Detail Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report June 6, 2017, through July 4, 2017. **[EXHIBIT W]**

10.11 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report June 6, 2017, through July 4, 2017. **[EXHIBIT X]**

## 10.12 SUPPLEMENTAL INFORMATION

- 10.12.1 ASB Fund, May 2017 [EXHIBIT Y]
- 10.12.2 Cafeteria Fund, April 2017 [EXHIBIT Z]
- 10.12.3 Enrollment, Month 10 [EXHIBIT AA]

## EDUCATIONAL SERVICES

### 10.13 **Agreement Amendment, Educational Consulting Agreement, Language Network, Inc.**

#### Background Information:

The District's English Learner (EL) and Multilingual Services Department provides translation and interpretation services in Spanish and Korean. There are many families, however, who speak languages that the District is not able to support through our current District employed translators and/or interpreters. These families require periodic translation and/or interpretation services in many different languages to assist with mandated educational issues.

#### Current Consideration:

With an increase in requests for interpretation and translation services for Arabic and other languages, additional funding was needed to support translation needs for the remainder of the 2016-17 year.

#### Budget Implication:

An additional \$2,558.85 is requested to cover the costs incurred for these as-needed services. The amended total cost is not to exceed \$37,558.85. (LCFF Funds)

#### Staff Recommendation:

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

### 10.14 **Educational Consulting Agreement, Language Network, Inc.**

#### Background Information:

The English Learner (EL) and Multilingual Services Department provides translation and interpretation services in the languages of the highest demand in the District. There are many families, however, who speak languages that the District is not able to support through the EL and Multilingual Services Department. These families require periodic translation and/or interpretation services in many different languages, to assist with health, safety, and mandated educational issues. The Language Network provided translation and interpretation services for the 2016-17 year in Farsi, Hindi, Urdu, Tagalog, Punjabi, Bengali, Indonesian, as well as Mandarin Chinese. These services included parent interpretation support in meetings, and the translation of written documents, primarily for Individualized Education Plan (IEP) meetings. In addition, there was an increase in requests for interpretation and translation services for Vietnamese and Arabic.

#### Current Consideration:

The Language Network will continue to provide translation and interpretation services during the 2017-18 year. Services will be provided August 1, 2017, through July 31, 2018.

Budget Implication:

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

Staff Recommendation:

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

10.15 **Grant Award (2017-20), Tobacco Use Prevention Education (TUPE)  
Cohort M, Tier 2**

Background Information:

The District became the lead fiscal agency of the Tobacco Use Prevention Education (TUPE) consortium grant between Anaheim Elementary School District (AESD) and the District, in the amount of \$1,850,094, for a three-year term from 2014-17. This grant term concluded on June 30, 2017, and the consortium was able to reapply for an additional three-year term.

Current Consideration:

In an effort to create a continuous level of support from grades 6-12, for the next grant cycle (2017-20 years), the District will continue to act as the lead fiscal agency and collaborate with AESD. The District received notification that the TUPE grant application was approved for \$1,732,590, for the term of the grant (2017-20 years). 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/prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Services are being provided July 1, 2017, through June 30, 2020.

Budget Implication:

There is no impact to the budget. The Cohort M, Tier 2 TUPE grant is in the amount of \$1,732,590.

Staff Recommendation:

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

10.16 **Educational Consulting Agreement, Pamela Luna, DrPH, Med**

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 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.

Current Consideration:

Dr. Pamela Luna will conduct a professional development Project ALERT training workshop for junior high school health and science teachers that will be teaching the research-validated curriculum mandated by the Tobacco Use Prevention Education (TUPE) grant. Project ALERT is a substance abuse prevention program for junior high school students,



developed by RAND, the nation's leading think tank on drug policy. Services will be provided on August 16, 2017, and up to September 29, 2017, as necessary.

Budget Implication:

The total cost for these services is not to exceed \$1,500. (TUPE Funds)

Staff Recommendation:

It is recommended the Board of Trustees approve the educational consulting agreement.

**[EXHIBIT EE]**

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

Background Information:

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

Current Consideration:

OCHRC will provide Bridges program training to Servite High School staff and students. The training will assist Servite in the further development of a safe and welcoming campus culture for parents, students, and where all stakeholders feel respected. Services will be provided August 1, 2017, through June 30, 2018.

Budget Implication:

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

Staff Recommendation:

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

10.18 **Agreement, AccentCare Home Health of California**

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:

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 will be provided August 9, 2017, through June 30, 2018.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.19 **Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA) with Placentia-Yorba Linda Unified School District (PLYUSD)**

Background Information:

Anaheim Union High School District (AUHSD) 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:

PLYUSD has requested to enter into a MOU with the District permitting students from PLYUSD to be enrolled in specialized programs operated by the District. The MOU for placing special education students from PLYUSD in the District programs is presented to the Board of Trustees for approval. Services were provided August 10, 2016, through June 30, 2017.

Budget Implication:

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

Staff Recommendation:

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

10.20 **Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA) with Tustin Unified School District (TUSD)**

Background Information:

Anaheim Union High School District (AUHSD) 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:

TUSD has requested to enter into a MOU with the District permitting students from TUSD to be enrolled in specialized programs operated by the District. The MOU for placing special education students from TUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services were provided August 10, 2016, through June 30, 2017.

Budget Implication:

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

Staff Recommendation:

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

10.21 **Memorandum of Understanding (MOU), Orange County Superintendent of Schools**

Background Information:

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3, and 56195.5, the Orange County Department of Education (OCDE) may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

Current Consideration:

The MOU between the Orange County Superintendent of Schools and the District allows students who live within District boundaries to be placed into county operated special education programs. Placement in county programs occurs if recommended by an Individualized Educational Plan, due to the District's inability to meet the student's needs. Services are being provided July 1, 2017, through June 30, 2018.

Budget Implication:

The funds are allocated on an individual student basis. (Special Education Funds)

Staff Recommendation:

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

10.22 **Agreement, Paradigm Healthcare Services, LLC**

Background Information:

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

Current Consideration:

The program generates revenues, of which Paradigm will be paid 12 percent. The amount of payment to Paradigm is completely dependent upon the revenue generated. MAA and Medi-Cal billing generate revenues that the District would otherwise not receive, even after the percentage payment to Paradigm, for the service it provides. Services are being provided July 1, 2017, through June 30, 2020.

Budget Implication:

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

Staff Recommendation:

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

10.23 **Agreement, Orange County Superintendent of Schools and Orange County Health Care Agency (OCHCA)**

Background Information:

Following the legislative changes that shifted responsibility for providing educationally-related mental health services to school districts, the Orange County Department of Education (OCDE) and Orange County Health Care Agency (OCHCA) negotiated an agreement that allowed school districts to contract with OCHCA to provide educationally-related mental health services to students with special needs. Since the 2012-13 year, Proposition 63 Funds that had been allocated to OCHCA for mental health services were allocated directly to school districts to provide such services.

Current Consideration:

Due to the unique nature of providing direct mental health services, the District intends to continue to use the expertise of OCHCA to provide mental health services for the 2017-18 year. Services are being provided July 1, 2017 through June 30, 2018.

Budget Implication:

Funding for mental health services that were previously provided to OCHCA are now being provided directly to the District. Mental health funds have been budgeted by the District to offset these costs. (Special Education Funds)

Staff Recommendation:

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

10.24 **Agreement, Pacific Audiologics**

Background Information:

Hearing and vision screening is mandated in California public schools in kindergarten/first grade, second grade, fifth grade, tenth/eleventh grade, and upon first school entry (California Code of Regulations, Title 17, Section 2952 (c)(1)). Hearing screening in California public schools must be conducted by a credentialed audiometrist. The District has contracted with Pacific Audiologics for the past ten years to provide this service.

Current Consideration:

The District does not have the personnel capacity to conduct these screenings for approximately 10,500 students. The District is requesting to have Pacific Audiologics conduct assessments for our students during the 2017-18 year. Services are being provided July 1, 2017, through June 30, 2018.

Budget Implication:

Total costs for these services are not to exceed \$57,500. (Special Education Funds)

Staff Recommendation:

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

10.25 **Agreements, North Orange County Community College District (NOCCCD), College and Career Access Pathways (CCAP), Dual Enrollment Partnerships, Cypress College and Fullerton College**

Background Information:

NOCCCD has offered concurrent enrollment in selected courses to high school students for

over a decade. NOCCCD and the District have entered into CCAP agreements for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of Assembly Bill 288, for high school students. The goal is to develop seamless pathways from high school to community college.

Current Consideration:

NOCCCD, through Cypress College and Fullerton College, will offer dual enrollment courses at the following schools: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Savanna, and Western high schools, as well as Oxford Academy. Services will be provided July 14, 2017, through June 30, 2018. These agreements 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 agreements.

**[EXHIBITS NN and OO]**

10.26 **Agreement, Transportation**

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. The District's 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 the Transportation Department is not able to safely or efficiently transport the student. In these 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 transportation agreement to reimburse the parent of a special education student attending Savanna High School, located at 301 North Gilbert Street, Anaheim, CA 92801, for providing round trip daily transportation, August 9, 2017, through May 24, 2018.

Budget Implication:

The total cost for services is not to exceed \$423. (Special Education Funds)

Staff Recommendation:

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

10.27 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for world language courses. The books have been made available for public view.

Staff Recommendation:

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

10.28 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in world languages, English, career technical education, and health. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, July 13, 2017, through August 10, 2017.

Staff Recommendation:

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

10.29 **Field Trip Report**

Staff Recommendation:

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

**HUMAN RESOURCES**

10.30 **2016-17 Fourth Quarterly Report, Williams Uniform Complaints**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.31 **2016-17 Classified Employee Salary Schedules**

Background Information:

The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally adopt classified salary schedules, including any subsequent modifications made to them after initial approval. The proposed revisions included in the attached comprehensive salary schedule include a title change, a salary range modification, and two salary range rate corrections. All changes have consent from administration, the applicable union, and the Personnel Commission.

Current Consideration:

Adopt the salary schedules for employees in the following classifications and bargaining units: classified management, classified confidential, California School Employees

Association (CSEA), and the American Federation of State, County and Municipal Employees (AFSCME).

Budget Implication:

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

Staff Recommendation:

It is recommended that the Board of Trustees adopt the salary schedules for classified management, classified confidential employees, CSEA, and AFSCME. **[EXHIBIT UU]**

10.32 **Certificated Personnel Report**

Staff Recommendation:

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

10.33 **Classified Personnel Report**

Staff Recommendation:

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

**SUPERINTENDENT'S OFFICE**

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

Background Information:

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

Current Consideration:

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

Budget Implication:

The cost of the membership for the 2017-18 year is not to exceed \$125. (General Funds)

Staff Recommendation:

The Board of Trustees is requested to approve the membership.

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

Background Information:

At the June 15, 2017, the Board approved the GAMUT online service, which provides access to and use of model policies that comply with all state and federal legal requirements. The

model policies are continually updated as new laws or mandates are implemented. The amount needs to be corrected from \$5,410 to \$5,680.

Current Consideration:

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

Budget Implication:

The total cost for the 2017-18 year is \$5,680. For the 2016-17 year, the total cost was \$5,410. The District shall pay the annual fee as set forth in the renewal notice provided by CSBA to the District. (General Funds)

Staff Recommendation:

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

10.36 **Board of Trustees' Meeting Minutes**

10.36.1 June 8, 2017, Regular Meeting [EXHIBIT XX]

10.36.2 June 15, 2017, Regular Meeting [EXHIBIT YY]

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

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

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

13. **ADVANCE PLANNING** **INFORMATION ITEM**

13.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, August 10, 2017, at 6:00 p.m.

Thursday, September 7  
Thursday, October 5

Thursday, November 2  
Thursday, December 7

13.2 **Suggested Agenda Items**

14. **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, July 10, 2017.*



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

**TO APPROVE REQUEST FOR PROPOSALS FOR  
PRE-CONSTRUCTION AND LEASE-LEASEBACK SERVICES**

**RESOLUTION NO. 2017/18-F-01**

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

**WHEREAS**, the Anaheim Union High School District ("District") plans to construct various projects throughout the District using the lease-leaseback construction delivery method whereby the District will lease sites that the District owns, to contractors who will construct improvements thereon and lease the project and the underlying site back to the District; and

**WHEREAS**, Education Code Section 17406 authorizes the governing board of a school district to let to any person, firm or corporation any real property belonging to the District if the instrument by which the property is let requires the lessee therein to construct on the demised premises, or provide for the construction thereon of, a building or buildings for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of that term; and

**WHEREAS**, any lease-leaseback contract pursuant to Education Code section 17406 shall be based on a competitive solicitation process and awarded to the proposer providing the "best value" (as defined in Education Code section 17400), taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

**WHEREAS**, pursuant to Education Code section 17406(a)(2), the District's Board of Education ("Board") adopt and publish required procedures and guidelines for evaluating qualification or proposers to ensure the best value selections by the District are conducted in a fair and impartial manner; and

**WHEREAS**, in order to ensure that moneys sufficient to pay all costs will be available for a project, the District will appropriate funds for any lease-leaseback project from the current fiscal year the lease-leaseback contract is awarded; and

**WHEREAS**, in order to construct a project using the lease-leaseback delivery method, it is necessary that the District enter into a site lease, in which the site will be leased to a contractor, and a sublease which provides for the sublease of the site and the lease of the project by the contractor to the District, and that certain other action be taken and authorized; and

**WHEREAS**, the sublease will include construction provisions with which contractor shall comply with respect to construction of a project ("Construction Services Agreement"); and

**WHEREAS**, the Board has been presented with the form of each document referred to herein relating to the transaction contemplated hereby and the Board has

examined and approved each document as to form and desires to authorize and direct evaluation of proposals in accordance with Education Code section 17406; and

**WHEREAS**, the District desires by a majority of the vote of the Board and pursuant to Education Code section 17604 and similar statutes, to delegate authority to the District's Superintendent or designee to evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the attached Request for Proposals, to assign a best value score to each proposal, and once the evaluation process is complete, to rank all responsive proposals from the highest best value to the lowest best value to the District, and to otherwise carry out the intent of this Resolution.

**NOW, THEREFORE, THE BOARD OF EDUCATION OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

- Section 1. Recitals. All of the recitals herein contained are true and correct.
- Section 2. Request for Proposals. The District has developed two different Request for Proposals for pre-construction and lease-leaseback services for use in procuring well-qualified contractors for its projects. Each Request for Proposal sets forth evaluation criteria based on, but not limited to, firm qualifications, past experience, pre-construction services, safety, and price. The evaluation of the price to perform the services is evaluated differently in the two Requests for Proposals, to assist the District in determining the best value to the District. The two forms of the Request for Proposal to be issued to proposers meeting the requirements set forth in Education Code section 17406 and attached hereto as Exhibits "A" and "B", are hereby approved and adopted by the Board subject to any revisions which are acceptable to both District's Superintendent or designee, and District's legal counsel.
- Section 3. Site Lease, Sublease and Construction Services Agreement. The form of agreements attached hereto as Exhibit "C", entitled "Site Lease", "Sublease" and "Construction Services Agreement", each attached to the Request for Proposals and presented during this meeting, and each to be entered into by and between the District and the proposer providing the best value to the District, are hereby approved and adopted subject to any revisions which are acceptable to both District's Superintendent or designee, and District's legal counsel.
- Section 4. Approval of Process. The Governing Board hereby approves the lease-leaseback process and the competitive solicitation process as set forth herein and the documents attached hereto as Exhibits "A" and "B".
- Section 5. Other Acts; Delegation. The District's Board hereby approves a delegation of authority and appoints its Superintendent, or the designee of the Superintendent, who is/are hereby authorized and directed, to evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the attached Request for Proposals, to assign a best value score to each proposal, and once the evaluation process is complete, to rank all responsive

proposals from the highest best value to the lowest best value to the District, and to otherwise carry out the intent of this Resolution, all subject to ratification of the Board of Education. Said delegation shall be valid until otherwise rescinded by the Board.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

**PASSED AND ADOPTED** by the Board of Trustees of the Anaheim Union High School District, County of Orange, State of California, this 13<sup>th</sup> day of July 2017, by a roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

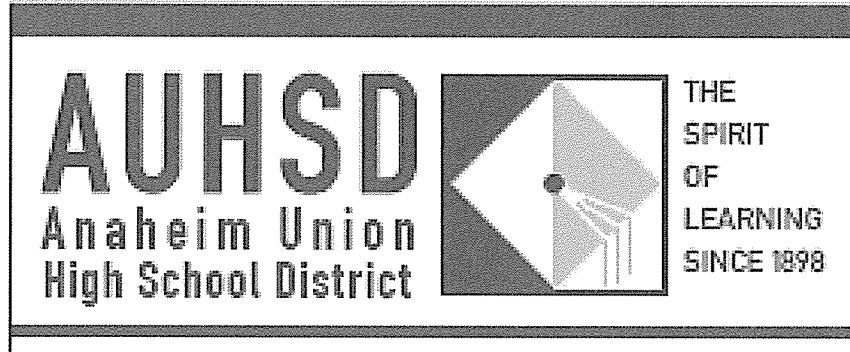
I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and the Secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting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

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

**EXHIBIT "A"**  
**Request for Proposals and Lease-Leaseback Agreement Documents**  
(attached)

# EXHIBIT A



## REQUEST FOR PROPOSALS FOR PRE-CONSTRUCTION AND LEASE-LEASEBACK SERVICES FOR [INSERT PROJECT]

Proposal Deadline Date

\_\_\_\_\_, 2017 at \_\_\_\_\_ PM

**Submit to:**

**Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801  
Attn: Patricia Neely**

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**I. PURPOSE OF THE RFP:**

By way of this Request for Proposals (“RFP”), the Anaheim Union High School District (“District”) seeks proposals from lease-leaseback contractors (“Contractor” or “Firm”) to provide pre-construction services and lease-leaseback construction services for the District’s [INSERT PROJECT NAME AND DESCRIPTION] (“Project”). The purpose of this RFP is to obtain information that will enable the District to select a lease-leaseback Contractor using the “best value” competitive procurement process under Education Code section 17400 et seq., that can assist the District with both pre-construction services and construction services. The “best value” competitive procurement process is an evaluation process whereby a Firm is selected by the District on the basis of objective criteria for evaluating the qualifications of Firms, with the selected Firm representing the best combination of price and qualifications. Each Contractor responding to this RFP should be prepared and qualified to provide the pre-construction services and lease-leaseback construction services described in this RFP to the District in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical time deadlines and schedules.

**II. BACKGROUND ON THE PROJECT:**

Anaheim Union High School District is located in Orange County and serves approximately 31,000 students at twenty-one campuses from Anaheim, Cypress, Buena Park, La Palma, and Stanton. On November 4, 2014, the voters passed bond Measure H, which authorizes the issuance of \$249,000,000 in general obligation bonds to repair and modernize aging classrooms and school facilities, including repairing classroom and labs, leaky roofs, decaying walls, restrooms; accessibility upgrades for disabled students; upgrades to infrastructure and utilities; enhancing safety and security systems; and acquiring, upgrading, and constructing 21<sup>st</sup> century classrooms, schools, sites, and support facilities.

This Project will be constructed using the lease-leaseback project delivery method authorized by Education Code section 17400 et seq. The District has contracted with \_\_\_\_\_ to be the Architect of Record for the Project, and the lease-leaseback Contractor will be expected to provide both pre-construction services and lease-leaseback construction services for the Project as described below:

[INSERT GENERAL DESCRIPTION OF THE PROJECT]

The estimated construction budget for this Project is \$ \_\_\_\_\_ and the estimated performance period is \_\_\_\_\_ months.

**III. RFP TIMELINE:**

- Request for Proposals Issued \_\_\_\_\_, 2017
- Mandatory Project Walk-Through..... \_\_\_\_\_, 2017
- Deadline for Submittal of Questions ..... \_\_\_\_\_, 2017
- Responses to the Questions Submitted ..... \_\_\_\_\_, 2017
- Due Date for Submittal of Proposals ..... \_\_\_\_\_, 2017 by \_\_\_\_ pm

Short List Interviews ..... \_\_\_\_\_, 2017\*  
 Due Date for Fee Proposals ..... \_\_\_\_\_, 2017\*  
 Anticipated Board Approval Date ..... \_\_\_\_\_, 2017\*  
 Notification of Selected Firm ..... \_\_\_\_\_, 2017\*

\* Estimated deadlines subject to revision at the District's discretion.

**IV. QUESTIONS AND CLARIFICATION OF THE RFP**

All questions, requests for explanation or clarifications of any kind in regard to this RFP shall be made in written form, submitted via email to Patricia Neely, at neely\_p@auhsd.us; by no later than 4:00 p.m., \_\_\_\_\_, 2017. A response will not be provided to any late questions, or requests for explanation or clarifications. All addenda and clarifications will be posted on the District's website, www.auhsd.us, and provided to those Firms that have registered with the District. Any interpretation, clarification, or correction of this RFP will only be made by addendum as noted above. No person or Firm is authorized to make any oral interpretation of any provision in this RFP, nor shall any oral interpretation be binding on the District.

**V. PRE-CONSTRUCTION SERVICES**

The District anticipates that the successful Contractor will provide pre-construction services including, but not limited to, reviewing the Project's plans and specifications during the design of the Project to identify and note all deficiencies, incongruities and inconsistencies that may affect constructability of the Project including, but not limited to, design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and/or required services to facilitate and prepare for the successful development and construction of the Project.

The pre-construction services will also include, but not be limited to, the following tasks: design meetings with the architects and engineers, and the project team; review and validation of estimates prepared by the architect; preparation of a master critical path method schedule for the Project; preparation of cost estimates based on the final construction documents, including allowances, contingencies, general conditions, costs and fees; constructability reviews; value engineering; construction planning and phasing, and cost proposal strategies all with the goal that the DSA-approved plans and specifications for the Project will be complete such that the Project can be constructed by a competent licensed general building contractor in strict accordance with the DSA-approved plans and specifications without change orders, delays, or additional charges to District.

The successful Contractor shall not provide any pre-construction services or work that requires a contractor's license pursuant to Business and Professions Code section 7065 et seq.



## **VI. DIR REGISTRATION AND PREVAILING WAGES**

DIR Registration. Contractors and their subcontractors (of any tier) shall not be qualified to submit or be listed on a proposal, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a proposal that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

Prevailing Wages. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations.

## **VII. SUBCONTRACTOR DESIGNATIONS**

[OPTIONAL– discuss whether this should be include or deleted] Pursuant to Education Code section 17406(a)(4)(A), the District is requiring all Firms to identify and designate the subcontractors who will be performing the following scope(s) of work as set forth in Attachment 3. Each Firm shall list only one subcontractor for each scope of work as defined by the Contractor in its proposal. All subcontractors shall be properly licensed by the Contractors State License Board. All designated subcontractors in Attachment 3 will be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.)

After award of the lease-leaseback contract for the Project, and in accordance with Education Code section 17406(a)(4)(B), any subcontractor that was not identified in the Contractor's proposal and whose subcontract value exceeds one-half of one percent of the price allocable to construction work must be awarded a subcontract in accordance with the following process:

- A. Provide public notice of availability of work to be subcontracted in accordance with publication requirements applicable to the competitive bidding process of the District, including a fixed date and time on which qualifications statements, bids, or proposals will be due.
- B. Establish reasonable qualification criteria and standards.
- C. Award the subcontract either on a best value basis or to the lowest responsible bidder.

The process above may include prequalification or short-listing. The process shall not apply to subcontractors listed in the Contractor's original proposal. Subcontractors awarded subcontracts as set forth above shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.)

All subcontractors (of any tier) performing any portion of the Work must comply with Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

## **VIII. CONTENTS OF THE PROPOSAL**

Firms must submit one original, [INSERT NUMBER OF PEOPLE ON THE EVALUATION COMMITTEE] hard copies and a digital copy (on a thumb drive) of the proposal. All proposals should address the requested information for each of the evaluation categories below. The proposal shall demonstrate the qualifications, competence, and capacity of the Firm:

- A. Cover Letter/Letter of Interest** - Include a cover letter, addressed to Patricia Neely, Director Facilities Planning, Design and Construction, stating the eligibility of the Firm to respond to this RFP, a brief description and history of the Firm, and a statement of interest.
- B. Table of Contents** - The table of contents shall reflect the order stated herein and shall include section titles and page numbers.
- C. Evaluation Categories**
  - 1. **Mandatory Requirements** – The following requirements are mandatory and must be satisfied. The mandatory requirements will be scored on a pass/fail basis. Failure to meet any one of the mandatory requirements specified in this Section VIII(C)(1) will disqualify your Firm from any further consideration for this RFP.
    - a. **Lease-Leaseback Contractor and Subcontractor Prequalification** – All Firms submitting a proposal to this RFP must be prequalified with the District pursuant to Public Contract Code section 20111.6 (b)-(m) without exception prior to submitting a proposal. Any Firm that submits a proposal and is not prequalified will be deemed non-responsive and that Firm's proposal will be rejected and returned to the Firm unopened.

Prequalification documents are available from the Anaheim Union High School District website at [www.auhsd.us](http://www.auhsd.us), and at 501 N. Crescent Way, Anaheim, CA 92801. Prequalification documents must be submitted by [Insert Date and Time –

*but not less than ten **business** days prior to proposal submission deadline].* Contractors will be notified by telephone, email, or mail of their prequalification rating within a reasonable period of time after submission of their prequalification documents, but not less than five business days prior to the proposal submission deadline. **Contractors currently prequalified with the District for lease-leaseback projects will not need to submit another prequalification package. Provide a copy of your current prequalification status letter from the District with you proposal.**

All mechanical, electrical or plumbing (“MEP”) subcontractors (defined as contractors that **hold** a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 license), who are identified in the proposal as set forth in Attachment 3, must also be prequalified prior to submitting a proposal. This prequalification requirement applies even if the subcontractor will perform, or is designated and identified to perform, work that does not require one of the licenses listed above, but the subcontractor **holds** one of the licenses listed above.

MEP subcontractors (as defined above) that are NOT required to be designated and identified in the proposal as set forth in Attachment 3 must be prequalified prior to the award of their respective subcontract. A list of prequalified MEP subcontractors will be made available by the District upon request, but not less than five business days prior to the proposal submission deadline. However, it is the responsibility of the Contractor to ensure that all MEP subcontractors **holding** any of the licenses listed above are properly prequalified.

- b. **Contractor Responsibility** – Identify if your Firm has ever had the following occur in the past seven (7) years. For the purposes of this paragraph, “Firm” shall include any present or past (over the last five years), officers, owners, principals, partners, or any qualifying individuals including any RME or RMO. Any occurrence of the following in the past seven (7) years shall render the Firm not qualified to submit a proposal:

- Found to be a non-responsible contractor by any public agency;
- Convicted for false claims;
- Firm’s license revoked or suspended;

- Debarred or otherwise ineligible to bid on or be awarded a public works contract;
- Terminated for cause or defaulted on a construction contract; or
- Convicted of a crime involving the awarding of a construction contract, or the bidding or performance of a construction contract.

c. **License Requirements** – Pursuant to Business and Professions Code section 7028.15 and Public Contract Code section 3300, the Contractor must possess a California Contractor’s **Class “B”** license at the time of submittal of its proposal, and for the duration of the contract, if awarded. Subcontractors must possess the appropriate license for the work to be performed on the Project.

d. **Performance and Payment Bonds** – All Firms submitting a proposal to this RFP must be able to provide separate faithful payment and performance bonds, each in an amount equal to 100% of the total contract amount. All bonds must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120. Firms must provide a letter from their surety indicating the Firm’s current and overall bonding capacity, and the ability to meet the bond requirements in Section 35.13 of the Construction Services Agreement.

e. **Insurance Requirements** - All Firms submitting a proposal to this RFP must have the ability to meet all of the insurance requirements set forth in Section 35.4 of the Construction Services Agreement. Firms must include a copy of their current certificate of insurance in their proposals evidencing the following minimum insurance requirements:

Comprehensive general liability insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or commercial general liability Insurance (including automobile insurance) which provides limits of not less than:

- Per occurrence (combined single limit): \$1,000,000.00
- Project Specific Aggregate (for this Project only): \$2,000,000.00
- Products and Completed Operations: \$1,000,000.00
- Personal and Advertising Injury Limit: \$1,000,000.00

The following special hazards shall be covered by riders or riders to above mentioned public liability insurance or

property damage insurance policy or policies of insurance, in amounts as follows:

- Automotive and truck where operated: \$1,000,000.00
- Material Hoist where used: \$1,000,000.00
- Explosion, Collapse and Underground (XCU coverage): \$1,000,000.00

Excess Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000.00).

Workers' Compensation Insurance shall be provided in accordance with the provisions of the California Labor Code adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Contractor from claims under Workers' Compensation Acts which may arise for operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Contractor upon or in connection with the work.

Provide a letter from your insurance broker stating that you will be able to provide and meet the insurance requirements in Section 35.4 of the Construction Services Agreement.

2. **Firm Personnel, Capacity, and Methodology – Attachment 1.** Each Firm must completely answer all questions in Attachment 1 of the RFP. Note: **Questions may be answered in other sections of the proposal if clearly and conspicuously identified and referenced in the proposal.** The following shall be stated:

- Description of Firm** – Include a description of the Firm's qualifications for providing pre-construction and lease-leaseback services on California school construction projects. Include information regarding the size of the Firm, location of the office from which the required services will be performed, nature of all work performed, and the number of years in this particular business. The Firm shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
- Firm's Personnel and Staffing Resources** – Submit resume(s) or profiles for each key staff who will be proposed to provide the requested services, including their qualifications and recent relevant experience providing similar services. Each resume shall include, without limitation, the following information; (a) education; (b) years

of relevant experience; (c) professional registrations, certifications and affiliations (d) project-specific experience with focus on public works projects and emphasis on K-12 projects providing pre-construction and lease-leaseback services, including dates and durations of each project listed and the name of the firm where employed. Include a discussion on the Firm's philosophy and approach for providing outstanding customer service.

- c. **Capacity & Methodology** – Describe how the Firm will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your Firm to undertake and accomplish the required scope of services while meeting deadlines, the Firm's record of meeting schedules and deadlines of other clients, advantages over other firms in the same industry, strength and stability as a business, and supportive client references. Describe the Firm's ability to provide pre-construction and lease-leaseback services exclusively and in a timely manner for the District and the Firm's commitment to providing experienced personnel assigned to District's Project.
  
- d. **Litigation** – Furnish and provide specific information on any termination for convenience, litigation settled or judgments entered within the last five (5) years, as well as any civil judgments within the last five (5) years. Identify if the Firm or any employee of the Firm is a party to an existing dispute with an owner, or owner's consultants, related to any project for which the Firm provided construction services. If so, please describe the nature of the dispute and its anticipated outcome.

Identify if the Firm has ever filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

- 3. **Relevant Experience and Past Performance** – Description of past performance and related experience. Each Firm is required to submit a list of its most relevant pre-construction and lease-leaseback services provided in the past five (5) years that are of the approximate size of the Project described in the RFP. The list shall include: (1) a description and size of the project, (2) scope of the work, (3) dates services were performed for pre-construction services and for lease-leaseback services, (4) total price for the project (please state amounts separately for pre-construction services and for lease-leaseback services and include the final

guaranteed maximum price and all contingencies and allowances), and (5) owner's name, address, and phone number.

4. **Pre-construction Services** – Describe your methodology in providing pre-construction services for the Project, specifically discussing value engineering, constructability review, estimating, and scheduling. Provide examples of constructability reviews that you performed that resulted in the identification of significant design conflicts or omissions, and of value engineering that resulted in significant savings of money or time. State whether your firm has building information modeling capability and use of BIM on prior lease-leaseback projects.
5. **Labor Compliance/Skilled and Trained Workforce** – Describe your ability to comply with statutory requirements for the payment of prevailing wages, including the monitoring and enforcement of your subcontractor's payment of prevailing wages. Provide copies of any DIR Civil Wage and Penalty Assessment issued against your Firm, explain the circumstances for the Civil Wage and Penalty Assessment, and the final resolution.

Further describe your plan and methodology to comply with the requirements for the use of a "skilled and trained workforce" as defined in Education Code section 17407.5 and Public Contract Code section 2600 et seq., for each apprenticeship occupation that will be used on the Project, including all subcontractors of any tier. Include in your discussion your plan and methodology to comply with the percentage requirements for the use of "skilled journeypersons" for each apprenticeship occupation and the required monthly report demonstrating compliance. Please include a copy of a sample monthly report prepared by your firm for another owner if available. Finally, identify and discuss which apprenticeship occupation(s) will be the most difficult to meet the percentage requirements for skilled journeypersons on the Project and state why.

6. **Safety** – Discuss your plan to maintain a safe worksite. In your discussion, include whether your Firm has an Injury and Illness Prevention Program that complies with 8 CCR § 1509, whether your Firm has a safety program that meets Cal/OSHA requirements, and whether your Firm will provide a full-time person dedicated to safety on the Project.

Please state whether you have had any accidents in the past five years that resulted in a construction fatality on any of your projects and provide any details for each incident.

Please state whether you have had any recordable injuries in the past five years and provide the average total recordable injuries for the past five years.

Please provide an EMR verification from the State of California or an insurance company for each of the past five years.

7. **Local Business Outreach and Participation** - The District is vitally interested in promoting the growth of small and local businesses within the boundaries of the District and the City of Anaheim by means of increasing the participation of these businesses in the District's purchase of goods and services. The District has a goal of ten (10) percent of all contracts for these services be awarded to local businesses. A locally-owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by the city where the District is located or the city or cities where the District has schools. Describe the Firm's plan for inclusion of local businesses in the services to be provided for the District.
8. **Exceptions to the Pre-construction Agreement, and/or Lease-Leaseback Agreement** – The form of both the Pre-construction Services Agreement, and Lease-Leaseback Agreement (Site Lease, Sublease, and Construction Services Agreement) are attached to this RFP as Attachment 4. Please review each agreement and provide any proposed exceptions to those agreements on Attachment 1, Firm Questionnaire, Section E.

**D. Fee Proposal – Pre-construction Fee, Lease-Leaseback Fee, and General Conditions – “Attachment 2”**

DO NOT SUBMIT THIS FORM WITH THE PROPOSAL. ATTACHMENT 2 MUST BE BROUGHT TO THE INTERVIEW IN A SEALED ENVELOPE.

The fee proposal, “Attachment 2”, must be submitted in a separate, sealed envelope with your company name, proposal title, “Fee Proposal, Attachment 2”, labeled on the outside of the envelope and brought to the interview. **Only those Firms that are invited to interview will be required to complete the Fee Proposal (Attachment 2).**

Provide a lump sum fee to provide pre-construction services, the lease-leaseback fee, and a monthly general conditions fee on Attachment 2. The proposed fees should include all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Contractor will incur in providing the pre-construction services and the lease-leaseback construction services.



**IX. PREPARATION AND SUBMITTAL OF THE PROPOSAL**

**A. Proposal Submittal and Deadline**

One original, [INSERT NUMBER OF MEMBERS OF SCORING COMMITTEE] hard copies and a digital copy (on a thumb drive) of the proposal must be submitted under sealed cover by no later than \_\_\_\_ p.m. on \_\_\_\_\_, 2017. Label the outside of the sealed proposal envelope or box with your company name, proposal title and RFP deadline.

Proposals shall be delivered to the attention of:

Patricia Neely  
Director Facilities Planning, Design, and Construction  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

It is the sole responsibility of the Firm submitting the proposal to ensure that its proposal is actually received in the office prior to the deadline time and due date. Unless this RFP is extended by a written amendment, proposals received after the time on the due date will not be considered. Faxed or emailed proposals will not be accepted.

**B. Proposal Completeness**

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or major irregularities of any kind as determined by the District. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the proposal.

**C. District Not Responsible For Preparation Costs**

All costs incurred in the preparation, submission and/or presentation of Firms responding to the RFP including, but not limited to, the Firm's travel expenses or long distance charges to attend any pre-conferences, presentations, interviews, and negotiation sessions, shall be the sole responsibility of the Firm and will not be reimbursed by the District. The District shall not pay for any costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

**D. Right to Use Ideas**

All proposals and other materials submitted become the property of the District. District reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the proposal shall not affect this right.

**E. Modification or Withdrawal Of Proposal**

A Firm may modify or withdraw a proposal after submission by written request of withdrawal and re-submission, provided that the proposal withdrawal is prior to the proposal deadline specified.

**F. Amendments**

Firms are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Firms known to have received a copy of the RFP and/or by publishing the amendment on the District's website.

**G. Equal Opportunity**

The Firm shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. Legal residents of the United States of America shall be used in providing all services under this RFP.

Firm shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, or union membership in the performance of the work, including but not limited to preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the Firm or its agents, employees or representatives, District shall have the right to rescind and terminate the contract.

The successful Firm agrees to include the paragraph above with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the contract.

**H. Waiver or Breach Thereof**

No term or provision of this RFP shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

**I. Covenant Against Gratuities**

The Firm warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Firm or any agent or representative of the Firm, to any officer or employee or consultant of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning

the award of the contract. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which the Firm agreed to supply shall be borne and paid for by the Firm. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

**J. Indemnification and Insurance**

The Firm, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. (See, Construction Services Agreement Section 35.4 for insurance requirements and Section 36 for hold harmless and indemnify requirements.)

**K. Conflict of Interest**

The Firm is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Firm further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFP.

**L. Independent Contractor**

The Firm represents itself as an independent contractor offering such services to the general public and shall not represent him/herself or his/her employees to be an employee of the District. Therefore, the Firm shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

**M. Precedence of Documents**

The contract between the District and the successful Firm(s) shall consist of (1) this Request for Proposals (RFP) and any amendments thereto, (2) the Agreements included herein to be executed with the successful Firm(s); and (3) the proposal submitted by the Firm to the District in response to the RFP. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Agreement shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the Firm, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Firm's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

**N. Compliance with Laws**

In connection with the furnishing of services or performance of work under this RFP, the Firm agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

**X. PROPOSAL EVALUATION AND BEST VALUE SCORE**

**A. Proposal Evaluation Committee**

The District’s Proposal Evaluation Committee will consist of at least three (3) members and will score each proposal based on the evaluation categories and points set forth in the RFP (See, Section X.B.). Each Firm’s proposal will be evaluated and scored only on the information that is included in the Firm’s proposal. If any information is missing or incomplete in your proposal, you will not be provided the opportunity to supply the missing or incomplete information, nor will the District seek clarification of any information included in the proposals. Each proposal must be capable of being evaluated independently based solely on the information contained in the proposal.

**B. Evaluation Categories, Points, and Scoring**

Each member on the Proposal Evaluation Committee will independently score each proposal and each Firm’s score will be equal to the average score from the Evaluation Committee (i.e., the total number of points from the Proposal Evaluation Committee divided by the number of Proposal Evaluation Committee members: initial score = sum total of points/number of committee members). The initial score will be calculated to two decimal places. Although the Proposal Evaluation Committee will independently score each proposal, the members reserve the right to discuss the RFP process and information in any proposal with other members.

The RFP contains nine (9) Evaluation Categories, as discussed in Section VIII.C., and the maximum number of points for each category is shown in the table below. There are 1250 possible points.

<b>EVALUATION CATEGORY</b>	<b>POINTS</b>
Mandatory Requirements	Pass/Fail
Firm Personnel, Capacity, and Methodology	250
Relevant Experience and Past Performance	300
Pre-construction Services	50
Labor Compliance/Skilled and Trained Workforce	150
Safety	50
Local Business Outreach and Participation	150
Exceptions to Preconstruction/LLB Agreements	50
Price (Attachment 2)	250
<b>MAXIMUM TOTAL SCORE</b>	<b>1250</b>

### **C. Short List Interviews**

After each Firm's initial score is calculated, the Proposal Evaluation Committee will determine the short list of Firms that will be invited to interview with the Proposal Evaluation Committee. The interview will consist of a presentation (\_\_\_ minutes) followed by a question and answer period (\_\_\_ minutes). After the interview, the Proposal Evaluation Committee will add the points for the "Interview" Evaluation Category based on the information presented at the interviews and the Firm's performance to determine the Firm's total final score. If the Firm provides information during the Interview that differs from, or otherwise clarifies any information in the proposal submitted, the Proposal Evaluation Committee reserves the right to adjust any previous points given to the Firm in the appropriate Evaluation Category. The total final scores will be used to determine the Best Value Scores (as defined in Education Code section 17400). Best Value Score = sum total of points/number of committee members. A Best Value Score will not be calculated for those Firms not invited to interview with the Proposal Evaluation Committee.

## **XI. GENERAL TERMS AND CONDITIONS**

### **District Obligation**

Receipt of proposals and responses to this RFP does not obligate the District in any way. The District reserves the right to accept or reject any or all proposals, and to waive any irregularities or informalities in any proposal or in the RFP process.

### **Award of Contract**

This RFP implies no obligation to award contracts to any Firm. If it is in the best interest of the District, the District retains the sole and absolute right to select the Firm that best meets the District requirements. The award is subject to acceptance by the Governing Board of the District. The District also reserves the right to reject any or all proposals.

### **Approval to Start Work**

The successful Firm may perform work once a Lease-Leaseback Agreement (Site Lease, Sublease, and Construction Services Agreement) has been fully executed and approved by both parties and all appropriate documentation has been received and approved by the District, and a purchase order has been issued. The District shall not be responsible for work done, even in good faith, prior to approval of the agreement and purchase order issuance by the District.

### **Ownership of Documents**

All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of public records and subject to disclosure under the California Public Records Act, unless exempted by law. In addition, all designs, drawings, specifications, notes and other work developed in the performance of any services resulting from this RFP shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected Firm. The selected Firm agrees not to assert any rights or to establish any claim under the design patent or copyright laws.

**Joint Ventures**

Where two or more Firms desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single Firm and not with multiple Firms doing business as a joint venture.

**Fingerprinting**

Per the provisions of Education Code section 45125.1, the District has a zero tolerance policy for all Firms having any contacts with students without clearance from the State Department of Justice. All assigned personnel shall comply with the fingerprinting clearance law prior to providing services at the school sites.

**ATTACHMENT 1 – FIRM QUESTIONNAIRE**

The Respondent shall furnish all the following information accurately and completely for the Respondent and each of the proposed staff and submit this with the proposal. Failure to comply with this requirement may cause rejection of the Respondent’s qualifications. Additional sheets may be attached if necessary. “You” or “your” or “Respondent” as used herein refers to the Respondent and/or any of its owners, officers, directors, shareholders, parties, principals, or any qualifying individuals including any RME or RMO.

If the same information is provided elsewhere in your qualification and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this questionnaire.

**SECTION A - GENERAL INFORMATION**

(1) Respondent name, address and contact information:

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(2) Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email and Internet Addresses: \_\_\_\_\_

(3) Type of Respondent: (check one)

Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

(4) Names and titles of all principals/officers of the Respondent:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and their associated numbers:

\_\_\_\_\_

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? \_\_\_\_\_.

(a) If yes, give other name, address and certification or license number.

Name \_\_\_\_\_

Address \_\_\_\_\_

License No. (if any) \_\_\_\_\_

(7) How many years has Respondent been in business under its present business name?

\_\_\_\_\_

(8) How many years of experience does Respondent have providing similar services?

\_\_\_\_\_

(9) For how many public agencies has Respondent provided similar services?

\_\_\_\_\_

(10) Please list the public agencies, including any school districts that Respondent has provided similar services for:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(11) Please attach a short history of the Respondent including whether it is local, national, or international as well as approximate number of employees. Also provide the number of offices and locations.

(12) Identify pre-construction and lease-leaseback construction services performed for other school districts in accordance with parameters described above.



- (13) Describe how Respondent has successfully provided pre-construction and lease-leaseback construction services such as those described herein.
- (14) Describe the unique or innovative pre-construction and lease-leaseback construction services utilized on previous projects.

**SECTION B – LEGAL**

(15) Have you or any of your principals been in any claim, litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? \_\_\_\_\_.

(a) If yes, provide the name of the public agency and briefly detail the dispute:

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(16) Have you ever had a service agreement terminated for convenience in the prior five (5) years? \_\_\_\_\_.

(a) If yes, provide details including the name of the other party:

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(17) Is Respondent, owners, and/or any principal or manager involved in or is Respondent aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? \_\_\_\_\_.

(a) If yes, provide details:

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(18) Is Respondent, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? \_\_\_\_\_.

(a) If yes, provide details:

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(19) Will Respondent comply with all District, local, state and federal legal requirements, regulations and laws? \_\_\_\_\_.

**SECTION C – ADDITIONAL INFORMATION**

(20) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

**SECTION D – CONFLICT OF INTEREST**

(21) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

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**SECTION E. Exceptions to Agreement Forms**

The Firm is required to list any exceptions to terms in the Agreement Forms below.

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I certify and declare under penalty of perjury under the laws of the State of California that the information provided in the foregoing Firm Questionnaire is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_,  
State of \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

## ATTACHMENT 2 – FEE PROPOSAL

This fee proposal, "Attachment 2", must be submitted with the proposal.

The Firm proposes the following fees:

1. The pre-construction fee should be expressed as a lump sum firm fixed price based on the construction budget, schedule, and descriptions in Sections II and V of this RFP.

**Pre-construction Fee:** [LUMP SUM] \$ \_\_\_\_\_

2. The lease-leaseback fee shall include the Firm's overhead, profit, and all other costs (excluding general conditions), and should be expressed as a percentage and shall be the same as the "Contractor's Fee" as set forth in Article 3 of the Construction Services Agreement in Attachment 4 to this RFP.

**NOTE:** Should the Firm try to revise the Contractor's Fee so that it exceeds the percentage below, the Firm agrees and acknowledges that the District has the right to deem the Firm's proposal non-responsive, cancel the lease-leaseback contract without owing any fees or costs to the Firm, and award a contract to another contractor/Firm.

**Lease-Leaseback Fee:** \_\_\_\_\_ % of construction budget.

3. The general conditions should be expressed as a monthly rate based on the construction budget, schedule, and description in Section II of the RFP.

**General Conditions:** \$ \_\_\_\_\_ /month

#### 4. **Total Fee Proposal:**

For purposes of scoring the fee proposals, the monthly fees will be multiplied by 12 months to calculate the total fee for evaluation purposes and the total fee will be used to calculate the Best Value Score. The actual Lease-leaseback Fee and General Conditions price for the Firm awarded the contract will be based on the final construction budget and term of the lease-leaseback contract.

1. Pre-construction Fee: = \$ \_\_\_\_\_

2. Lease-leaseback Fee: \_\_\_\_ % x [construction budget] = \_\_\_\_\_

3. General Conditions: \$\_\_\_\_\_/month x [no. of months] = \_\_\_\_\_

TOTAL PROPOSED FEE: [1+2+3] State the total proposed fee in both numbers and words:

\$\_\_\_\_\_

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

**ATTACHMENT 3 — DESIGNATION OF SUBCONTRACTORS FORM**

If the District has requested Firms designate subcontractors for specific scopes of work in Section VII of the RFP, the Firm must provide all information for the subcontractors requested below and submit this with the proposal. All other subcontractors shall be identified using this form after the lease-leaseback contract has been awarded in accordance with Education Code section 17406(a)(4)(B).

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone	DIR Registration Number

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone	DIR Registration Number

Once submitted, Firms may not revise or amend any other information in this form submitted at the time of proposal are submitted. See Section VII of the RFP for information regarding the procurement of subcontractors not designated in the proposals.

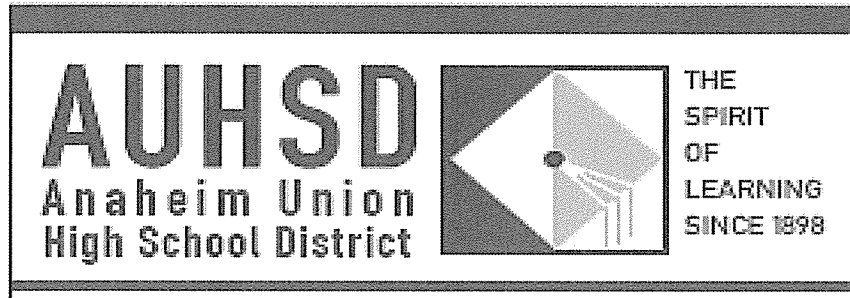
Proper Name of Firm: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature of Firm Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT 4 – AGREEMENT FORMS



**EXHIBIT "B"**  
**Request for Proposals and Lease-Leaseback Agreement Documents**  
(attached)

## EXHIBIT B



# REQUEST FOR PROPOSALS FOR PRE-CONSTRUCTION AND LEASE-LEASEBACK SERVICES FOR [INSERT PROJECT]

Proposal Deadline Date

\_\_\_\_\_, 2017 at 4:00PM

**Submit to:**

**Anaheim Union High School District  
501 Crescent Way  
Anaheim, CA 92801  
Attn: Patricia Neely**

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**I. PURPOSE OF THE RFP:**

By way of this Request for Proposals (“RFP”), the Anaheim Union High School District (“District”) seeks proposals from lease-leaseback contractors (“Contractor” or “Firm”) to provide pre-construction services and lease-leaseback construction services for the District’s [INSERT PROJECT NAME AND DESCRIPTION] (“Project”). The purpose of this RFP is to obtain information that will enable the District to select a lease-leaseback Contractor using the “best value” competitive procurement process under Education Code section 17400 et seq., that can assist the District with both pre-construction services and construction services. The “best value” competitive procurement process is an evaluation process whereby a Firm is selected by the District on the basis of objective criteria for evaluating the qualifications of Firms, with the selected Firm representing the best combination of price and qualifications. Each Contractor responding to this RFP should be prepared and qualified to provide the pre-construction services and lease-leaseback construction services described in this RFP to the District in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical time deadlines and schedules.

**II. BACKGROUND ON THE PROJECT:**

Anaheim Union High School District is located in Orange County and serves approximately 31,000 students at twenty-one campuses from Anaheim, Cypress, Buena Park, La Palma, and Stanton. On November 4, 2014, the voters passed bond Measure H, which authorizes the issuance of \$249,000,000 in general obligation bonds to repair and modernize aging classrooms and school facilities, including repairing classroom and labs, leaky roofs, decaying walls, restrooms; accessibility upgrades for disabled students; upgrades to infrastructure and utilities; enhancing safety and security systems; and acquiring, upgrading, and constructing 21<sup>st</sup> century classrooms, schools, sites, and support facilities.

This Project will be constructed using the lease-leaseback project delivery method authorized by Education Code section 17400 et seq. The District has contracted with \_\_\_\_\_ to be the Architect of Record for the Project, and the lease-leaseback Contractor will be expected to provide both pre-construction services and lease-leaseback construction services for the Project as described below:

[INSERT GENERAL DESCRIPTION OF THE PROJECT]

The estimated construction budget for this Project is \$ \_\_\_\_\_ and the estimated performance period is \_\_\_\_\_ months.

**III. RFP TIMELINE:**

- Request for Proposals Issued \_\_\_\_\_, 2017
- Mandatory Project Walk-Through..... \_\_\_\_\_, 2017
- Deadline for Submittal of Questions..... \_\_\_\_\_, 2017
- Responses to the Questions Submitted ..... \_\_\_\_\_, 2017
- Due Date for Submittal of Proposals ..... \_\_\_\_\_, 2017 by 4:00 pm

Short List Interviews .....	_____	, 2017*
Due Date for Fee Proposals .....	_____	, 2017*
Anticipated Board Approval Date .....	_____	, 2017*
Notification of Selected Firm .....	_____	, 2017*

\* Estimated deadlines subject to revision at the District's discretion.

**IV. QUESTIONS AND CLARIFICATION OF THE RFP**

All questions, requests for explanation or clarifications of any kind in regard to this RFP shall be made in written form, submitted via email to Patricia Neely, at neely\_p@auhsd.us; by no later than 4:00 p.m., \_\_\_\_\_, 2017. A response will not be provided to any late questions, or requests for explanation or clarifications. All addenda and clarifications will be posted on the District's website, [INSERT WEBSITE] and provided to those Firms that have registered with the District. Any interpretation, clarification, or correction of this RFP will only be made by addendum as noted above. No person or Firm is authorized to make any oral interpretation of any provision in this RFP, nor shall any oral interpretation be binding on the District.

**V. PRE-CONSTRUCTION SERVICES**

The District anticipates that the successful Contractor will provide pre-construction services including, but not limited to, reviewing the Project's plans and specifications during the design of the Project to identify and note all deficiencies, incongruities and inconsistencies that may affect constructability of the Project including, but not limited to, design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and/or required services to facilitate and prepare for the successful development and construction of the Project.

The pre-construction services will also include, but not be limited to, the following tasks: design meetings with the architects and engineers, and the project team; review and validation of estimates prepared by the architect; preparation of a master critical path method schedule for the Project; preparation of cost estimates based on the final construction documents, including allowances, contingencies, general conditions, costs and fees; constructability reviews; value engineering; construction planning and phasing, and cost proposal strategies all with the goal that the DSA-approved plans and specifications for the Project will be complete such that the Project can be constructed by a competent licensed general building contractor in strict accordance with the DSA-approved plans and specifications without change orders, delays, or additional charges to District.

**VI. DIR REGISTRATION AND PREVAILING WAGES**

DIR Registration. Contractors and their subcontractors (of any tier) shall not be qualified to submit or be listed on a proposal, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not

a violation of this section for an unregistered contractor to submit a proposal that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

Prevailing Wages. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations.

## **VII. SUBCONTRACTOR DESIGNATIONS**

[OPTIONAL – discuss whether this should be include or deleted] Pursuant to Education Code section 17406(a)(4)(A), the District is requiring all Firms to identify and designate the subcontractors who will be performing the following scope(s) of work as set forth in Attachment 3. Each Firm shall list only one subcontractor for each scope of work as defined by the Contractor in its proposal. All subcontractors shall be properly licensed by the Contractors State License Board. All designated subcontractors in Attachment 3 will be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.)

After award of the lease-leaseback contract for the Project, and in accordance with Education Code section 17406(a)(4)(B), any subcontractor that was not identified in the Contractor's proposal and whose subcontract value exceeds one-half of one percent of the price allocable to construction work must be awarded a subcontract in accordance with the following process:

- A. Provide public notice of availability of work to be subcontracted in accordance with publication requirements applicable to the competitive bidding process of the District, including a fixed date and time on which qualifications statements, bids, or proposals will be due.
- B. Establish reasonable qualification criteria and standards.
- C. Award the subcontract either on a best value basis or to the lowest responsible bidder.

The process above may include prequalification or short-listing. The process shall not apply to subcontractors listed in the Contractor's original proposal. Subcontractors awarded subcontracts as set forth above shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq.)

All subcontractors (of any tier) performing any portion of the Work must comply with Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

## VIII. CONTENTS OF THE PROPOSAL

Firms must submit one original, [INSERT NUMBER OF PEOPLE ON THE EVALUATION COMMITTEE] hard copies and a digital copy (on a thumb drive) of the proposal. All proposals should address the requested information for each of the evaluation categories below. The proposal shall demonstrate the qualifications, competence, and capacity of the Firm:

- A. **Cover Letter/Letter of Interest** - Include a cover letter, addressed to Patricia Neely, Director Facilities Planning, Design, and Construction, stating the eligibility of the Firm to respond to this RFP, a brief description and history of the Firm, and a statement of interest.
- B. **Table of Contents** - The table of contents shall reflect the order stated herein and shall include section titles and page numbers.
- C. **Evaluation Categories**
  - 1. **Mandatory Requirements** – The following requirements are mandatory and must be satisfied. The mandatory requirements will be scored on a pass/fail basis. Failure to meet any one of the mandatory requirements specified in this Section VIII(C)(1) will disqualify your Firm from any further consideration for this RFP.
    - a. **Lease-Leaseback Contractor and Subcontractor Prequalification** – All Firms submitting a proposal to this RFP must be prequalified with the District pursuant to Public Contract Code section 20111.6 (b)-(m) without exception prior to submitting a proposal. Any Firm that submits a proposal and is not prequalified will be deemed non-responsive and that Firm’s proposal will be rejected and returned to the Firm unopened.

Prequalification documents are available from the Anaheim Union High School District Website at [www.auhsd.us](http://www.auhsd.us), and at 501 N. Crescent Way, Anaheim, CA 92801. Prequalification documents must be submitted by [Insert Date and Time – *but not less than ten **business** days prior to proposal submission deadline*]. Contractors will be notified by telephone, email, or mail of their prequalification rating within a reasonable period of time after submission of their prequalification documents, but not less than five business days prior to the proposal submission deadline.

**Contractors currently prequalified with the District for lease-leaseback projects will not need to submit another prequalification package. Provide a copy of your current prequalification status letter from the District with you proposal.**

All mechanical, electrical or plumbing (“MEP”) subcontractors (defined as contractors that **hold** a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 license), who are identified in the proposal as set forth in Attachment 3, must also be prequalified prior to submitting a proposal. This prequalification requirement applies even if the subcontractor will perform, or is designated and identified to perform, work that does not require one of the licenses listed above, but the subcontractor **holds** one of the licenses listed above.

MEP subcontractors (as defined above) that are NOT required to be designated and identified in the proposal as set forth in Attachment 3 must be prequalified prior to the award of their respective subcontract. A list of prequalified MEP subcontractors will be made available by the District upon request, but not less than five business days prior to the proposal submission deadline. However, it is the responsibility of the Contractor to ensure that all MEP subcontractors **holding** any of the licenses listed above are properly prequalified.

b. **Contractor Responsibility** – Identify if your Firm has ever had the following occur in the past seven (7) years. For the purposes of this paragraph, “Firm” shall include any present or past (over the last five years), officers, owners, principals, partners, or any qualifying individuals including any RME or RMO. Any occurrence of the following in the past seven (7) years shall render the Firm not qualified to submit a proposal:

- Found to be a non-responsible contractor by any public agency;
- Convicted for false claims;
- Firm’s license revoked or suspended;
- Debarred or otherwise ineligible to bid on or be awarded a public works contract;
- Terminated for cause or defaulted on a construction contract; or



- Convicted of a crime involving the awarding of a construction contract, or the bidding or performance of a construction contract.
- c. **License Requirements** – Pursuant to Business and Professions Code section 7028.15 and Public Contract Code section 3300, the Contractor must possess a California Contractor’s **Class “B”** license at the time of submittal of its proposal, and for the duration of the contract, if awarded. Subcontractors must possess the appropriate license for the work to be performed on the Project.
- d. **Performance and Payment Bonds** – All Firms submitting a proposal to this RFP must be able to provide separate faithful payment and performance bonds, each in an amount equal to 100% of the total contract amount. All bonds must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120. Firms must provide a letter from their surety indicating the Firm’s current and overall bonding capacity, and the ability to meet the bond requirements in Section 35.13 of the Construction Services Agreement.
- e. **Insurance Requirements** - All Firms submitting a proposal to this RFP must have the ability to meet all of the insurance requirements set forth in Section 35.4 of the Construction Services Agreement. Firms must include a copy of their current certificate of insurance in their proposals evidencing the following minimum insurance requirements:

Comprehensive general liability insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or commercial general liability Insurance (including automobile insurance) which provides limits of not less than:

- Per occurrence (combined single limit): \$1,000,000.00
- Project Specific Aggregate (for this Project only): \$2,000,000.00
- Products and Completed Operations: \$1,000,000.00
- Personal and Advertising Injury Limit: \$1,000,000.00

The following special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- Automotive and truck where operated: \$1,000,000.00

- Material Hoist where used: \$1,000,000.00
- Explosion, Collapse and Underground (XCU coverage): \$1,000,000.00

Excess Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000.00).

Workers' Compensation Insurance shall be provided in accordance with the provisions of the California Labor Code adequate to protect any person, firm, or corporation employed directly or indirectly in connection with the work of the Contractor from claims under Workers' Compensation Acts which may arise for operations, whether such operations be by any person, firm, or corporation, employed directly or indirectly by the Contractor upon or in connection with the work.

Provide a letter from your insurance broker stating that you will be able to provide and meet the insurance requirements in Section 35.4 of the Construction Services Agreement.

2. **Firm Personnel, Capacity, and Methodology – Attachment 1.** Each Firm must completely answer all questions in Attachment 1 of the RFP. Note: **Questions may be answered in other sections of the proposal if clearly and conspicuously identified and referenced in the proposal.** The following shall be stated:

- a. **Description of Firm** – Include a description of the Firm's qualifications for providing pre-construction and lease-leaseback services on California school construction projects. Include information regarding the size of the Firm, location of the office from which the required services will be performed, nature of all work performed, and the number of years in this particular business. The Firm shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
- b. **Firm's Personnel and Staffing Resources** – Submit resume(s) or profiles for each key staff who will be proposed to provide the requested services, including their qualifications and recent relevant experience providing similar services. Each resume shall include, without limitation, the following information; (a) education; (b) years of relevant experience; (c) professional registrations, certifications and affiliations (d) project-specific experience with focus on public works projects and emphasis on K-12 projects providing pre-construction and lease-leaseback

services, including dates and durations of each project listed and the name of the firm where employed. Include a discussion on the Firm's philosophy and approach for providing outstanding customer service.

- c. **Capacity & Methodology** – Describe how the Firm will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your Firm to undertake and accomplish the required scope of services while meeting deadlines, the Firm's record of meeting schedules and deadlines of other clients, advantages over other firms in the same industry, strength and stability as a business, and supportive client references. Describe the Firm's ability to provide pre-construction and lease-leaseback services exclusively and in a timely manner for the District and the Firm's commitment to providing experienced personnel assigned to District's Project.
  
- d. **Litigation** – Furnish and provide specific information on any termination for convenience, litigation settled or judgments entered within the last five (5) years, as well as any civil judgments within the last five (5) years. Identify if the Firm or any employee of the Firm is a party to an existing dispute with an owner, or owner's consultants, related to any project for which the Firm provided construction services. If so, please describe the nature of the dispute and its anticipated outcome.

Identify if the Firm has ever filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

- 3. **Relevant Experience and Past Performance** – Description of past performance and related experience. Each Firm is required to submit a list of its most relevant pre-construction and lease-leaseback services provided in the past five (5) years that are of the approximate size of the Project described in the RFP. The list shall include: (1) a description and size of the project, (2) scope of the work, (3) dates services were performed for pre-construction services and for lease-leaseback services, (4) total price for the project (please state amounts separately for pre-construction services and for lease-leaseback services, (5) client's name and address, and (6) client contact name and phone number.
  
- 4. **Pre-construction Services** – Describe your methodology in providing pre-construction services for the Project, specifically

discussing value engineering, constructability review, estimating, and scheduling. Provide examples of constructability reviews that you performed that resulted in the identification of significant design conflicts or omissions, and of value engineering that resulted in significant savings of money or time.

5. **Labor Compliance/Skilled and Trained Workforce** – Describe your ability to comply with statutory requirements for the payment of prevailing wages, including the monitoring and enforcement of your subcontractor’s payment of prevailing wages. Provide copies of any DIR Civil Wage and Penalty Assessment issued to you, explain the circumstances for the Civil Wage and Penalty Assessment, and the final resolution.

Further describe your plan and methodology to comply with the requirements for the use of a “skilled and trained workforce” as defined in Education Code section 17407.5 and Public Contract Code section 2600 et seq., for each apprenticeship occupation that will be used on the Project, including your subcontractors at any tier. Include in your discussion your plan and methodology to comply with the percentage requirements for the use of “skilled journeypersons” for each apprenticeship occupation. Finally, identify and discuss which apprenticeship occupation(s) will be the most difficult to meet the percentage requirements for skilled journeypersons on the Project and state why.

6. **Safety** – Discuss your plan to maintain a safe worksite. In your discussion, include whether your Firm has an Injury and Illness Prevention Program that complies with 8 CCR § 1509, whether your Firm has a safety program that meets Cal/OSHA requirements, and whether your Firm will provide a full-time person dedicated to safety on the Project.

Please state whether you have had any accidents in the past five years that resulted in a construction fatality on any of your projects and provide any details for each incident.

Please state whether you have had any recordable injuries in the past five years and provide the average total recordable injuries for the past five years.

Please provide an EMR verification from the State of California or an insurance company for each of the past five years.

7. **Local Business Outreach and Participation** - The District is vitally interested in promoting the growth of small and local businesses within the boundaries of the District and the City of

Anaheim by means of increasing the participation of these businesses in the District's purchase of goods and services. The District has a goal of ten (10) percent of all contracts for these services be awarded to local businesses. A locally-owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by the City and where the owner maintains an office. Describe the Firm's plan for inclusion of local businesses in the services to be provided for the District.

8. **Exceptions to the Pre-construction Agreement, and/or Lease-Leaseback Agreement** – The Form of both the Pre-construction Services Agreement, and Lease-Leaseback Agreement (Site Lease, Sublease, and Construction Services Agreement) are attached to this RFP as Attachment 4. Please review each agreement and provide any proposed exceptions to those agreements on Attachment 1, Firm Questionnaire, Section E.

**D. Fee Proposal – Pre-construction Fee, Lease-Leaseback Fee, and General Conditions – “Attachment 2”**

DO NOT SUBMIT THIS FORM WITH THE PROPOSAL. ATTACHMENT 2 MUST BE BROUGHT TO THE INTERVIEW IN A SEALED ENVELOPE.

The fee proposal, “Attachment 2”, must be submitted in a separate, sealed envelope with your company name, proposal title, “Fee Proposal, Attachment 2”, labeled on the outside of the envelope and brought to the interview. **Only those Firms that are invited to interview will be required to complete the Fee Proposal (Attachment 2).**

Provide a lump sum fee to provide pre-construction services, the lease-leaseback fee, and a monthly general conditions fee on Attachment 2. The proposed fees should include all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Contractor will incur in providing the pre-construction services and the lease-leaseback construction services.

**IX. PREPARATION AND SUBMITTAL OF THE PROPOSAL**

**A. Proposal Submittal and Deadline**

One original, [INSERT NUMBER OF MEMBERS OF SCORING COMMITTEE] hard copies and a digital copy (on a thumb drive) of the proposal must be submitted under sealed cover by no later than **4 p.m. on \_\_\_\_\_, 2017**. Label the outside of the sealed proposal envelope or box with your company name, proposal title and RFP deadline.

Proposals shall be delivered to the attention of:

Patricia Neely  
Director Facilities Planning, Design, and Construction  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801

It is the sole responsibility of the Firm submitting the proposal to ensure that its proposal is actually received in the office prior to the deadline time and due date. Unless this RFP is extended by a written amendment, proposals received after the time on the due date will not be considered. Faxed or emailed proposals will not be accepted.

**B. Proposal Completeness**

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the proposal.

**C. District Not Responsible For Preparation Costs**

All costs incurred in the preparation, submission and/or presentation of Firms responding to the RFP, including but not limited to the Firm's travel expenses to attend any pre-conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the Firm and will not be reimbursed by the District.

The District shall not pay for any costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

**D. Right to Use Ideas**

All proposals and other materials submitted become the property of the District. District reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the proposal shall not affect this right.

**E. Modification or Withdrawal Of Proposal**

A Firm may modify or withdraw a proposal after submission by written request of withdrawal and re-submission, provided that the proposal withdrawal is prior to the due date deadline specified.

**F. Amendments**

Firms are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential

Firms known to have received a copy of the RFP and/or by publishing the amendment on the District's website.

**G. Equal Opportunity**

The Firm shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. Legal residents of the United States of America shall be used in providing all services under this RFP.

Firm shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, or union membership in the performance of the work, including but not limited to preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the Firm or its agents, employees or representatives, District shall have the right to rescind and terminate the Contract.

The successful Firm agrees to include the paragraph above with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

**H. Waiver or Breach Thereof**

No term or provision of this RFP shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

**I. Covenant Against Gratuities**

The Firm warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Firm or any agent or representative of the Firm, to any officer or employee or consultant of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the contract. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which the Firm agreed to supply shall be borne and paid for by the Firm. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

**J. Indemnification and Insurance**

The Firm, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. (See, Construction Services Agreement Section 35.4 for insurance requirements and Section 36 for hold harmless and indemnify requirements.)

**K. Conflict of Interest**

The Firm is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Firm further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFP.

**L. Independent Contractor**

The Firm represents itself as an independent contractor offering such services to the general public and shall not represent him/herself or his/her employees to be an employee of the District. Therefore, the Firm shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

**M. Precedence of Documents**

The contract between the District and the successful Firm(s) shall consist of (1) this Request for Proposals (RFP) and any amendments thereto, (2) the Agreement included herein to be executed with the successful Firm(s); and (3) the proposal submitted by the Firm to the District in response to the RFP. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Agreement shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the Firm, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Firm's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

**N. Compliance with Laws**

In connection with the furnishing of services or performance of work under this RFP, the Firm agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.



**X. PROPOSAL EVALUATION AND BEST VALUE SCORE**

**A. Proposal Evaluation Committee**

The District’s Proposal Evaluation Committee will consist of at least three (3) members and will score each proposal based on the evaluation categories and points set forth in the RFP (See, Section X.B.). Each Firm’s proposal will be evaluated and scored only on the information that is included in the Firm’s proposal. If any information is missing or incomplete in your proposal, you will not be provided the opportunity to supply the missing or incomplete information, nor will the District seek clarification of any information included in the proposals. Each proposal must be capable of being evaluated independently based solely on the information contained in the proposal.

**B. Evaluation Categories, Points, and Scoring**

Each member on the Proposal Evaluation Committee will independently score each proposal and each Firm’s final score will be equal to the average score from the Evaluation Committee (i.e., the total number of points from the Evaluation Committee divided by the number of Evaluation Committee members: final score = sum total of points/number of committee members). The final score will be calculated to two decimal places.

The RFP contains eight (8) Evaluation Categories, as discussed in Section VIII.C., and the maximum number of points for each category is shown in the table below. There are 1000 possible points.

<b>EVALUATION CATEGORY</b>	<b>POINTS</b>
Mandatory Requirements	Pass/Fail
Firm Personnel, Capacity, and Methodology	250
Relevant Experience and Past Performance	300
Pre-construction Services	50
Labor Compliance/Skilled and Trained Workforce	150
Safety	50
Local Business Outreach and Participation	150
Exceptions to Preconstruction/LLB Agreements	50
<b>MAXIMUM TOTAL SCORE</b>	<b>1000</b>

**C. Short List Interviews**

After each Firm’s final score is calculated, the Proposal Evaluation Committee, based on the final scores, will determine the short list of Firms that will be invited to interview with the Proposal Evaluation Committee. The interview will consist of a short presentation (15 minutes) followed by a question and answer period (30 minutes). After the interview, the Proposal Evaluation Committee will re-evaluate the scores for the

Firms invited to interview and make adjustments to the scores, if any, based on the information presented at the interviews. The re-evaluated final scores will be used to calculate the Best Value Scores in Section X.D. A Best Value Score will not be calculated for those Firms not invited to interview with the Proposal Evaluation Committee.

Firms invited to interview with the Proposal Evaluation Committee will be required to bring their fee proposal (Attachment 2) in a sealed envelope to the interview. The fee proposals will remain sealed until after the final scores are re-evaluated and finalized based on the interviews.

**D. Fee Proposal and Best Value Score**

The fee proposal (Attachment 2) will be used to calculate the Best Value Score. The Best Value Score will be determined by dividing the Firm’s re-evaluated final score by the fee price to calculate a dollar per point score (Best Value Score = Total Fee Proposal/Final Score). **The Firm with the lowest dollar per point score will be the Best Value Score.**

The following example, for illustration purposes only, demonstrates the calculation of the final score and the Best Value Score.

**Example Scoring and Best Value Scoring for Illustration Purpose Only –**

FIRM #1

<b>EVALUATION CATEGORY</b>	<b>Max.</b>	<b>#1</b>	<b>#2</b>	<b>#3</b>	<b>Ave.</b>
Mandatory Requirements	P/F	P	P	P	P
Firm Personnel, Capacity, and Methodology	250	220	200	230	216.67
Relevant Experience and Past Performance	300	240	260	250	250
Pre-construction Services	50	50	50	50	50
Labor Compliance/Skilled and Trained Workforce	150	100	110	80	96.67
Safety	50	50	50	50	50
Local Business Outreach and Participation	150	100	140	130	123.33
Exceptions to Preconstruction/LLB Agreements	50	50	50	50	50
<b>SCORE</b>	1000	810	860	840	836.67

Example Fee Proposal – (assumes \$27,000,000 construction budget and an 18-month schedule)

Pre-construction Services - \$25,000  
 Lease-Leaseback Fee (overhead and profit) – 10% x \$27,000,000 = \$2,700,000  
 General Conditions (\$15,000/month x 18 months) – \$270,000  
 Total Fee = \$2,995,000

**Firm 1 – Best Value Score – \$2,995,000/836.67 points = \$3,579.67/point**

FIRM #2

EVALUATION CATEGORY	Max.	#1	#2	#3	Ave.
Mandatory Requirements	P/F	P	P	P	P
Firm Personnel, Capacity, and Methodology	250	215	200	190	201.67
Relevant Experience and Past Performance	300	235	245	250	243.33
Pre-construction Services	50	50	50	50	50
Labor Compliance/Skilled and Trained Workforce	150	100	90	125	105
Safety	50	50	50	50	50
Local Business Outreach and Participation	150	100	140	110	116.67
Exceptions to Preconstruction/LLB Agreements	50	50	50	50	50
<b>SCORE</b>	1000	800	825	825	816.67

Example Fee Proposal – (assumes \$27,000,000 construction budget and an 18 month schedule)

Pre-construction Services - \$40,000  
 Lease-Leaseback Fee (overhead and profit) – 12% x \$27,000,000 = \$3,240,000  
 General Conditions (\$12,500/month x 18 months) – \$225,000  
 Total Fee = \$3,505,000

**Firm 2 – Best Value Score – \$3,505,000/816.7 points = \$4,291.82/point**

Based on this example, Firm 1 would be selected because Firm 1 has the lowest Best Value Score.

**XI. GENERAL TERMS AND CONDITIONS**

**District Obligation**

Receipt of proposals and responses to this RFP does not obligate the District in any way. The District reserves the right to accept or reject any or all proposals, and to waive any irregularities or informalities in any proposal or in the RFP process.

**Award of Contract**

This RFP implies no obligation to award contracts to any Firm. If it is in the best interest of the District, the District retains the sole and absolute right to select the Firm that best meets the District requirements. The award is subject to acceptance by the Governing Board of the District. The District also reserves the right to reject and or all proposals.

**Approval to Start Work**

The successful Firm may perform work once a Lease-Leaseback Agreement (Site Lease, Sublease, and Construction Services Agreement) has been fully executed and approved by both parties and all appropriate documentation has been received and approved by the District, and a purchase order has been issued. The District shall not

be responsible for work done, even in good faith, prior to approval of the agreement and purchase order issuance by the District.

**Ownership of Documents**

All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of Public Records, unless exempted by law. In addition, all designs, drawings, specifications, notes and other work developed in the performance of any services resulting from this RFP shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected Firms. Selected Firms agree not to assert any rights or to establish any claim under the design patent or copyright laws.

**Joint Ventures**

Where two or more Firms desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single Firm and not with multiple Firms doing business as a joint venture.

**Fingerprinting**

Per the provisions of Education Code section 45125.1, the District has a zero tolerance policy for all Firms having any contacts with students without clearance from the State Department of Justice. All assigned personnel shall comply with the fingerprinting clearance law prior to providing services at the school sites.

## ATTACHMENT 1 – FIRM QUESTIONNAIRE

The Respondent shall furnish all the following information accurately and completely for the Respondent and each of the proposed staff. Failure to comply with this requirement may cause rejection of the respondent's qualifications. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the respondent and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your qualification and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this questionnaire.

### SECTION A - GENERAL INFORMATION

(1) Respondent name, address and contact information:

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(2) Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email and Internet Addresses: \_\_\_\_\_

(3) Type of respondent: (check one)

Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

(4) Names and titles of all principals/officers of the respondent:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and their associated numbers:

\_\_\_\_\_

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? \_\_\_\_\_.

(a) If yes, give other name, address and certification or license number.

Name \_\_\_\_\_

Address \_\_\_\_\_

License No. (if any) \_\_\_\_\_

(7) How many years has respondent been in business under its present business name?

\_\_\_\_\_

(8) How many years of experience does respondent have providing similar services?

\_\_\_\_\_

(9) For how many public agencies has respondent provided similar services?

\_\_\_\_\_

(10) Please list the public agencies, including any school districts that respondent has provided similar services for:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(11) Please attach a short history of the respondent including whether it is local, national, or international as well as approximate number of employees. Also provide the number of offices and locations.

(12) Identify pre-construction and lease-leaseback construction services performed for other school districts in accordance with parameters described above.

- (13) Describe how respondent has successfully provided pre-construction and lease-leaseback construction services such as those described herein.
- (14) Describe the unique or innovative pre-construction and lease-leaseback construction services utilized on previous projects.

**SECTION B – LEGAL**

(15) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? \_\_\_\_\_.

(a) If yes, provide the name of the public agency and briefly detail the dispute:

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(16) Have you ever had a service agreement terminated for convenience or cause in the prior five (5) years? \_\_\_\_\_.

(a) If yes, provide details including the name of the other party:

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(17) Is respondent, owners, and/or any principal or manager involved in or is respondent aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? \_\_\_\_\_.

(a) If yes, provide details:

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(18) Is respondent, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? \_\_\_\_\_.

(a) If yes, provide details:

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(19) Will respondent comply with all District, local, state and federal legal requirements, regulations and laws? \_\_\_\_\_.

**SECTION C – ADDITIONAL INFORMATION**

(20) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

**SECTION D – CONFLICT OF INTEREST**

(21) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

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**SECTION E. Exceptions to Agreement Forms**

The Firm is required to list any exceptions to terms in the Agreement Forms below.

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I certify and declare under penalty of perjury under the laws of the State of California that the information provided in the foregoing Firm Questionnaire is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_,  
State of \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

## **ATTACHMENT 2 – FEE PROPOSAL**

DO NOT SUBMIT THIS FORM WITH THE PROPOSAL. ATTACHMENT 2 MUST BE BROUGHT TO THE INTERVIEW IN A SEALED ENVELOPE. The fee proposal, "Attachment 2", must be submitted in a separate, sealed envelope with your company name, proposal title, "Fee Proposal, Attachment 2", labeled on the outside of the envelope and brought to the interview. Only those Firms that are invited to interview will be required to complete the Fee Proposal (Attachment 2).

The Firm proposes the following fees:

1. The pre-construction fee should be expressed as a lump sum Firm-Fixed Price based on the construction budget, schedule, and description in Section II of the RFP.

**Pre-construction Fee:** [LUMP SUM] \$ \_\_\_\_\_

2. The Lease-Leaseback Fee shall include the Firm's overhead and profit and should be expressed as a percentage. For purposes of evaluating the fee proposals, the lease-leaseback fee percentage will be multiplied by the construction budget.

**Lease-Leaseback Fee:** [PERCENTAGE] \_\_\_\_\_ %

3. The general conditions should be expressed as a lump sum based on the construction budget, schedule, and description in Section II of the RFP.

**General Conditions:** [MONTHLY RATE] \$ \_\_\_\_\_/month

4. Total Fee Proposal:

For purposes of scoring the fee proposals, the monthly fees will be multiplied by 12 months to calculate the total fee for evaluation purposes and the total fee will be used to calculate the Best Value Score. The actual Lease-leaseback Fee and General Conditions price for the Firm awarded the contract will be based on the final construction budget and term of the lease-leaseback contract.

1. Pre-construction Fee: = \$ \_\_\_\_\_
2. Lease-leaseback Fee: \_\_\_\_ % x [construction budget] = \_\_\_\_\_
3. General Conditions: \$ \_\_\_\_\_/month x [no. of months] = \_\_\_\_\_

TOTAL PROPOSED FEE: [1+2+3] State the total proposed fee in both numbers and words:

\$ \_\_\_\_\_

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

**ATTACHMENT 3 — DESIGNATION OF SUBCONTRACTORS FORM**

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*

\* This information must be provided with the proposals. Once submitted, Firms may not revise or amend any other information in this form submitted at the time of proposal are submitted. See Section VII of the RFP for information regarding the procurement of subcontractors not designated in the proposals.

Proper Name of Firm: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature of Firm Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

**ATTACHMENT 4 – AGREEMENT FORMS**

# **EXHIBIT C**

**[PROJECT NAME]**

**SITE LEASE**

Between

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

and

**[CONTRACTOR]**

Dated as of \_\_\_\_\_

[PROJECT NAME]

SITE LEASE

This SITE LEASE is dated as of \_\_\_\_\_ and is by and between the Anaheim Union High School District, a school district duly organized and existing under the laws of the State of California (the "District") as lessor and \_\_\_\_\_, a California corporation operating under the laws of the State of California (the "Lessee").

WHEREAS, the District desires to provide for the construction of certain public improvements at the \_\_\_\_\_ School site (the "Project"); and

WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land and existing buildings at the \_\_\_\_\_ School site at which the public improvements are to be constructed, as more specifically described in Exhibit "A," (the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the Lessee has conducted Due Diligence of the Site and the Project to determine the suitability of the site, site conditions, utilities, hazardous substances, and other conditions for the construction of the Project (more fully detailed at Article 5 of the Construction Services Agreement); and

WHEREAS, the District is authorized under Section 17406 of the California Education Code to lease the Site and its governing body has duly authorized the execution of this Site Lease; and

WHEREAS, pursuant to this Site Lease, the District and Lessee have agreed to the terms of the Sublease, which is incorporated and attached hereto as Exhibit "B," by which the District will sublease the Site and retain beneficial use and occupancy of the Site during which term, improvements will be constructed by Lessee. As the constructed improvements are completed, the District shall receive full beneficial use and occupancy of the constructed improvements upon payment for such improvements by the District to the Lessee. As part of this Site Lease, the District and the Lessee have agreed to terms by which the Lessee will perform construction improvements on the Site during the term of the Sublease according to the terms of the Construction Services Agreement ("CSA"), which is incorporated and attached to the Site Lease as Exhibit "C," to ensure that the improvements will meet the District's expectations and comply with applicable law.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, District and Lessee agree as follows:

1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Article shall, for all purposes of this lease, have the meanings as herein specified.
  - A. **"Commencement Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with the Construction Services Agreement.
  - B. **"Construction Services Agreement" (CSA)** means the Construction Services Agreement, together with any duly authorized and executed amendments hereto.
  - C. **"Construction Documents"** consist of the Plans and Specifications approved by DSA under Application Number \_\_\_\_\_, File Number \_\_\_\_\_, Allowances stipulated in the Contract Documents, and all Addendas, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including,



without limitation, a written amendment to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.

- D. **“Contract Documents”** means those documents which form the entire Contract by and between District and Contractor. As of the effective date of the Lease and Sublease, the Contract Documents consist of the Lease, the Sublease, any General, Supplementary and other Conditions, the Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties. (See Article 14 of the CSA).
- E. **“Day”** means a calendar day unless specifically designated as a business day.
- F. **“District”** means the Anaheim Union High School District, a school district duly organized and existing under the laws of the State of California.
- G. **“Effective Date”** is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease.
- H. **“Lessee”** shall mean \_\_\_\_\_, and its successors and assigns.
- I. **“Project”** means the improvements and related work to be constructed and installed by the Contractor, as part of this Site Lease and in accordance with the Construction Services Agreement attached hereto as Exhibit “C”.
- J. **“Site”** refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work, more particularly described in Exhibit “A” attached hereto.
- K. **“Site Lease” or “Lease”** means this Site Lease together with any duly authorized and executed amendment hereto under which the District leases the Site to the Lessee.
- L. **“Sublease”** means the Sublease attached hereto and incorporated as Exhibit “B”, together with any duly authorized and executed amendment thereto.
- M. **“Sublease Payment”** means any payment required to be made by the District pursuant to Article 7 of the Sublease.
- N. **“Term of this Lease” or “Term”** means the time during which this Lease is in effect, as provided for in Article 3 of this Site Lease.

2. **SITE LEASE.**

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the City of Anaheim, County of Orange, State of California, more specifically described in Exhibit "A" attached hereto, including any improvements now or hereafter affixed thereto.

3. **TERM.**

The Term of this Site Lease shall become effective upon the authorized execution of this Site Lease and upon completion of Lessee's Due Diligence with regard to the Site and issuance of a Notice to Proceed. The Term of this Site Lease shall terminate as of the last day of the Sublease, unless sooner terminated as provided thereby. If on the scheduled date of termination of this Site Lease, Sublease Payments shall have therefore been abated at any time and for any reason, then the term of this Site Lease shall be subject to a Liquidated Damages cost as set forth in Article 3.7 of the Construction Services Agreement and the Site Lease shall be extended until the date upon which all such Sublease Payments shall be fully paid. Without limiting any other term or provision of the Sublease Agreement or Construction Services Agreement between the parties, at the termination of this Site Lease, natural or otherwise, title to the Site, and any improvements constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 17406.

4. **REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT.**

The District represents, covenants and warrants to the Lessee that:

- A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;
- B. There are no liens on the Site other than Permitted Encumbrances;
- C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;
- D. The Site is properly zoned (or subject to an exception from zoning) for the intended purpose and utilization of the Site ;
- E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;
- F. Except for Validation Actions concerning the Project, there is no litigation of any kind currently pending or threatened regarding the Site or the District's use of the Site for the purposes contemplated by this Site Lease;
- G. To the best of the District's knowledge, except for that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed:
  - (1) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations", and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the

owner of the Site or the Lessee or the Lessee's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances", are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site;

- (2) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;
- (3) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;
- (4) no underground storage tank is now located in the Site or has previously been located therein;
- (5) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;
- (6) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;
- (7) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;
- (8) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and
- (9) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release-of any Hazardous Substance.

H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.

I. The term "Permitted Encumbrances" as used herein shall mean, as of any particular time:

- (1) liens for general ad valorem taxes and assessments, if any, not then delinquent;
- (2) this Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site;

- (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which the Lessee and the District consent in writing which will not impair or impede the operation of the Site.

5. **REPRESENTATIONS AND WARRANTIES OF THE LESSEE.** The Lessee represents and warrants to the District that:

- A. The Lessee is duly organized in the State of California, and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;
- C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lessee is a party or by which it or its property is bound;
- D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

6. **RENTAL.**

The Lessee shall pay to the District as and for advance rental hereunder \$1.00 per year or part thereof, on or before the date of commencement of the Term of this Site Lease. The Lessee shall have no obligation to make rental payments hereunder in the event the Commencement Date of this Site Lease does not occur as a result of the District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of the Construction Services Agreement.

7. **PURPOSE.**

The Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

8. **TERMINATION.** The Lessee agrees, upon termination of this Site Lease or the end of the Term of this Site Lease:

- A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the Term hereunder, reasonable wear and tear excepted;
- B. To release and re-convey to the District any liens and encumbrances created or caused by the Lessee; and
- C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Notwithstanding the District's foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination, including all rights they have under the Construction Services Agreement and the Sublease as well as all recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

9. **QUIET ENJOYMENT.**

Subject to the terms of the Sublease attached hereto as Exhibit "B", the District covenants and agrees that it will not take any action to prevent the Lessee's quiet enjoyment of the Site during the Term hereof; and, that in the event District's fee title to the Site is ever challenged so as to interfere with the Lessee's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend the Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Site Lease Term, to use the Site for District purposes, pursuant to the terms of the Sublease.

10. **NO LIENS.**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the Term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

11. **RIGHT OF ENTRY.**

The District reserves the right for any of its duly authorized representatives to use the Project during the Term of this Site Lease or Sublease and enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee's operations on the Project.

12. **ASSIGNMENT AND SUBLEASING.**

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

13. **NO WASTE.**

The Lessee agrees that at all times that it is in possession of the Site it will not commit suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

14. **DEFAULT.**

In the event the Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement and this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except

that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

15. **TITLE.**

During the Term of this Site Lease, the District shall hold title to the Site and obtain title to the Project from the Lessee, including any and all additions which comprise improvements, fixtures, repairs, replacements or modifications, as such improvements are built and paid for pursuant to the Construction Services Agreement with full title vesting in the District to all improvements upon the end of the Term of this Site Lease.

16. **TAXES.**

The terms of this Site Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Lessee that: (i) the property interest obtained by Lessee pursuant to the Site Lease may be subject to property taxation; and (ii) Lessee may be subject to the payment of property taxes levied on the property interest obtained by Lessee.

17. **EMINENT DOMAIN.**

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments and Retention Payment, as applicable, then due or past due, less any allowed withholdings or offsets, and unearned interest as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

18. **LIQUIDATED DAMAGES.**

Pursuant to Lessee's Due Diligence, as further described in Article 5 of the Construction Services Agreement, Lessee has determined the Term of this Site Lease which shall extend at least until the Punch List is completed under Article 13 of the Construction Services Agreement. Pursuant to the Construction Services Agreement, Liquidated Damages shall apply if the Contract Time is exceeded.

19. **PARTIAL INVALIDITY.**

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

20. **NOTICES.**

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than

thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by email, or fax followed by regular mail, addressed as follows:

If to Lessee: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

If to District: ANAHEIM UNION HIGH SCHOOL DISTRICT  
501 N. Crescent Way  
Anaheim, CA 92801  
Attn: Director of Facilities Planning, Design, and Construction  
Email: \_\_\_\_\_

21. **BINDING EFFECT.**

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and its respective successors in interest and assigns.

22. **AMENDMENTS AND MODIFICATIONS.**

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

23. **EXECUTION IN COUNTERPARTS.**

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

24. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Site Lease, the action shall be brought in a state court situated in the County of Orange, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

25. **INTEGRATION/MODIFICATION.**

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

26. **HEADINGS.**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

27. **TIME.**

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

“DISTRICT”

“LESSEE”

ANAHEIM UNION HIGH SCHOOL DISTRICT

\_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT "A"**  
**DESCRIPTION OF SITE**

*[TO BE INSERTED]*

**EXHIBIT "B"**

**SUBLEASE**

*[TO BE INSERTED]*

**[PROJECT NAME]**  
**SUBLEASE AGREEMENT**

Between

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

and

**[CONTRACTOR]**

Dated as of \_\_\_\_\_

[PROJECT NAME]

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT (“Sublease”) is dated as of \_\_\_\_\_, and is by and between the Anaheim Union High School District, a school district duly organized and existing under the laws of the State of California (“District”), and \_\_\_\_\_, a California corporation and operating under the laws of the State of California (“Lessor” or “Contractor”).

RECITALS:

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction of certain improvements as described in Exhibit “A” attached hereto (the “Project”) and situated on the \_\_\_\_\_ School site described in Exhibit “B” attached hereto (the “Site”); and

WHEREAS, pursuant to Section 17400 *et seq.* of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, pursuant to Section 17406 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the “Site Lease”) for the purpose of Lessor constructing improvements on the Site during the Term of the Site Lease on the terms and conditions the District finds to be in its best interest and set forth in this Sublease and the Construction Services Agreement attached as Exhibit “C” to the Site Lease; and

WHEREAS, the District owns the Site, and pursuant to the Construction Services Agreement, has prepared and adopted plans and specifications for the completion of improvements, which have been approved pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS, the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Article shall, for all purposes of this Sublease, have the meanings as herein specified.
  - A. **“Commencement Date”** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with the Construction Services Agreement.
  - B. **“Construction Costs”** means any and all costs incurred by the Lessor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Lessor’s overhead and supervision at the Project Site, all costs and expenses including any taxes or insurance premiums paid by the Lessor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Lessor’s and Developer’s home office overhead and profit. The term “Construction Costs” includes all

Lessor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional plans and specifications for Lessor's subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.

- C. **"Construction Services Agreement"** (CSA) means the Construction Services Agreement attached hereto, together with any duly authorized and executed amendments hereto.
- D. **"Construction Documents"** consist of the Plans and Specifications approved by DSA under Application Number \_\_\_\_\_, File Number \_\_\_\_\_, Allowances stipulated in the Contract Documents, and all Addendas, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including, without limitation, a written amendment to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.
- E. **"Contract Documents"** means those documents which form the entire Contract by and between District and Contractor. As of the effective date of the Lease and Sublease, the Contract Documents consist of the Lease, the Sublease, any General, Supplementary and other Conditions, the Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. (See Article 14 of the CSA).
- F. **"Day"** means a calendar day unless specifically designated as a business day.
- G. **"District"** means the Anaheim Union High School District, a school district duly organized and existing under the laws of the State of California.
- H. **"Effective Date"** is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease.
- I. **"Event of Default"** means one or more events of default as defined in Article 16 of this Sublease.
- J. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Article 5 of the CSA to be paid to Lessor for Lessor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Article 17 of the CSA.
- K. **"Lessor"** shall mean \_\_\_\_\_, and its successors and assigns.
- L. **"Project"** means the improvements and related work to be constructed and installed by the Lessor, as more particularly described and/or referenced in Exhibit "A" attached hereto.

- M. **“Site”** refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work, particularly described in Exhibit “B” attached hereto.
- N. **“Site Lease” or “Lease”** means the Site Lease of even date herewith, by and between the District and the Lessor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.
- O. **“Sublease”** means this Sublease together with any duly authorized and executed amendment hereto.
- P. **“Sublease Payment”** means any payment required to be made by the District pursuant to Article 7 of this Sublease.
- Q. **“Term of this Sublease” or “Term”** means the time during which this Sublease is in effect, as provided for in Article 3 of this Sublease.

2. **SUBLEASE.**

Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full Term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District’s leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the Term thereof and the Term of this Sublease.

3. **TERM OF THE SUBLEASE.**

- A. The Term of this Sublease shall become effective upon the authorized execution of this Sublease and issuance of a Notice to Proceed under the terms of the CSA and payment of the last Sublease Payment, unless otherwise terminated pursuant to this Sublease, the Site Lease, or the CSA.
- B. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:
  - (1) An Event of Default and the Lessor’s election to terminate this Sublease pursuant to the provisions of Articles 16 and 17, hereof;
  - (2) The arrival of the last day of the Term of this Sublease and payment of all Sublease Payments hereunder; or
  - (3) The exercise of the District’s option under Article 21 hereof.

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT.** The District represents and warrants to Lessor that:

- A. District is a public school district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;

- B. District's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;
- D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;
- E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the Term of this Sublease;
- F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;
- G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the site is maintained under the Sublease; and
- H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease and limited by that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed) to be used or stored on, under or about the Site.

5. **REPRESENTATIONS AND WARRANTIES OF LESSOR.** Lessor represents and warrants to District that:

- A. Lessor is duly organized in the State of California, and in good standing as a corporation under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which they or their property is bound;
- D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform their obligations under this Sublease; and
- E. Lessor will not mortgage or encumber the Site or the Sublease or assign this Sublease or their rights to receive Sublease Payments hereunder, except as permitted herein.

6. **APPROPRIATION OF FUNDS.**

- A. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

7. **SUBLEASE PAYMENTS.**

- A. District shall pay Lessor sublease payments (the "Sublease Payments") for the improvements, use and occupancy of the Project and Site. The obligation of the District to pay Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District. The Sublease Payments, which the parties acknowledge and agree, are good and sufficient consideration for the improvements and the District's use and occupancy of the Project and the Site.
- B. The District shall pay Lessor the portion of the GMP in accordance with the CSA. No Sublease Payment shall be made by the District in an amount that exceeds the aggregate cost approved in accordance with the CSA to the Lessor of the work on the Project completed to the date the Lessor submits an application for payment, less the aggregate amount of all Sublease Payments previously made by the District to the Lessor.
- C. In the event the District elects to exercise its option under Article 21.B below, the District's obligations under this Sublease including, but not limited to, the District's obligations to make Sublease Payments under this Article, shall thereupon cease and terminate.
- D. Except as specifically provided in this Article and in Article 9 hereof or as otherwise provided by law, the obligation of the District to make Sublease Payments when due and payable hereunder will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, abatement or recoupment for any reason whatsoever.

8. **FAIR RENTAL VALUE.**

Sublease Payments shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term, as well as payment for any tenant improvements made by the Lessor which title to the tenant improvements shall vest progressively in the District as such tenant improvements are built and paid for pursuant to the Construction Services Agreement. Full ownership of the Project shall occur at the end of the Term of this Sublease and payment of any amounts owed under this Sublease, unless this Sublease, the Site Lease or Construction Services Agreement is terminated in accordance with their respective terms and conditions. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, that title to the improvements completed and paid for by District as to which the District shall have the right to possess, occupy and use, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, and modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement (Exhibit "C" to Site Lease) and which do not interfere with the Lessor's work on the Project and the Site.



9.

**SUBLEASE ABATEMENT.**

In addition to delay of Sublease Payments provided in Article 7, above, Sublease Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by the District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District. The amount of Sublease abatement shall be such that the Sublease Payments paid by the District during the period of Project and Site restoration do not exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

10.

**USE OF SITE AND PROJECT.**

Subject to reasonable interference from construction operations by the Lessor under the terms of the Construction Services Agreement during the Term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or the Project or its interest or rights under this Sublease. Lessor acknowledges that at any time during the Term of this Sublease, District may access the Site to conduct District business. Lessor acknowledges and agrees to the District's use or occupation of the Site, so long as such use or occupation does not unreasonably interfere with construction of the Project. Upon substantial completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor. Notwithstanding any provision to the contrary in this Sublease or the Construction Services Agreement, the District shall, concurrent with any occupancy, use or possession of any portion of the Project, furnish property and loss liability insurance to cover any such portion of the Project or Site it occupies, uses or possesses. District shall provide certificates of insurance and additional insured endorsement naming Lessor.

11.

**LESSOR'S INSPECTION/ACCESS TO THE SITE.**

District agrees that Lessor and any of Lessor's representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site or Project, to make repairs or service warranty obligations, and to exercise its remedies pursuant to the section in this Sublease entitled

“Remedies on Default.” District further agrees that Lessor and any of Lessor’s representatives shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by District to perform its obligations hereunder.

12. **PROJECT ACCEPTANCE.**

District shall acknowledge final inspection and completion of the Project by executing and recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

13. **ALTERATIONS AND ATTACHMENTS.** All permanent additions and improvements that are made to the Project shall belong to and become the property of Lessor, subject to the provisions of this Sublease. Separately identifiable attachments added to the Project by the District shall remain the property of the District. At Lessor’s request, the District agrees to remove the attachments and restore the Project to substantially as good a condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

14. **MAINTENANCE AND UTILITIES.**

Until the date of beneficial occupancy by the District of the entire Project and Substantial Completion of the Project as defined in the CSA, Lessor shall, in its own name, contract for and pay the expenses of all utility services required for the Project. Upon beneficial occupancy of the entire Project and Substantial Completion of the Project, the District shall, in its own name, contract for and pay the expenses of all utility services including, but not limited to, all air conditioning, heating, electrical, gas, refuse collection, water, and sewer units. The District shall be responsible for all utilities and maintenance of only the portion of the Site occupied solely or beneficially by the District during construction of the Project by Lessor. Once the Project is accepted by the District as finally complete, the District shall have responsibility for maintenance and repair of the entire Project and the Site, except for warranty or other obligations of Lessor relating to the improvements as set forth in the Construction Services Agreement.

15. **TAXES.**

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor’s income.

16. **EVENTS OF DEFAULT.** The term “Event of Default,” as used in this Sublease means the occurrence of any one or more of the following events:

- A. The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;

- B. The Lessor discovers that any statement, representation or warranty made by the District in this Sublease, or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or erroneous in any material respect;
- C. The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

17. **REMEDIES ON DEFAULT.** Upon the happening of any Event of Default, Lessor may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Sublease Payments and damages for breach of this Sublease and the performance of all conditions herein such Sublease Payments and damages shall be payable to Lessor at the time and in the manner set forth in subsections (A) and (B) of this Article:

- A. In the event that Lessor does not elect to terminate this Sublease pursuant to subsection (B) below, the District agrees to and shall remain liable for the payment of Sublease Payments and the performance of all conditions herein and shall reimburse Lessor for the full amount of the Sublease Payments to the end of the Sublease Term.
- B. In the event of termination of this Sublease by Lessor at its option and in the manner hereinafter provided on account of default by the District, the District shall pay Lessor Sublease Payments then owing for past Sublease Payments due and not paid, not to exceed the approved costs for all labor, materials and services provided up to the date of Lessor's termination of the Sublease. Neither notice to pay Sublease Payments, nor to deliver up possession of the Project and the Site given pursuant to law, nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease. In the event of any litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.
- C. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

18. **NON-WAIVER.**

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

19.

**ASSIGNMENT.**

Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq.* However, District may lease, license or otherwise allow use or occupation of the Site for third party use so long as such use or occupation does not unreasonably interfere with construction of the Project. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease with the exception of their obligation to issue default notices and to convey or re-convey their interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the Lessor may assign their right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or sub-assignees at any time upon written notice to the District. No assignment shall be effective as against the District unless and until the District is so notified in writing. The District shall pay all Sublease Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease Term, the District shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

20.

**OWNERSHIP.**

During the Term of this Sublease, the District shall hold title to the Site and progressively obtain title to the Project from the Lessor, and any and all additions which comprise fixtures, repairs, replacements or modifications thereof, as Sublease Payments are made to Lessor. During the Term of this Sublease, the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. If the District prepays the Sublease Payments in full pursuant to Article 21 hereof or otherwise pays all required Sublease Payments, all remaining rights, title and interests of the Lessor, if any, in and to the Project and Site, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer. At the termination of this Sublease, title to the Site, and any improvements constructed thereon shall vest in the District.

21.

**SUBLEASE PREPAYMENT/ PURCHASE OPTION.**

- A. Sublease Prepayments. At any time during the term of this Sublease, the District may in its sole discretion, upon the request of the Lessor or on upon its own initiative, make Sublease Prepayments to the Lessor. No Sublease Prepayments requested by the Lessor may be made by the District in an amount exceeding the aggregate true cost to the Lessor of the work on the Project completed to the date the Lessor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Sublease Payments previously made by the District to the Lessor; (2) all Sublease Prepayments previously made by the District to the Lessor; (3) all amounts previously retained pursuant to Article 21(A)(3), below, from Sublease Prepayments previously made by the District to the Lessor; and (4) the retention for such Sublease Prepayment. Lessor must submit evidence that the conditions precedent set forth in Article 21(A)(1) below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Article 21(B), below, shall be adjusted accordingly.

- (1) The following are conditions precedent to any Sublease Prepayments made to the Lessor pursuant to a request of the Lessor and exercised by the District in its sole discretion:
    - a. Satisfactory progress of the work and construction pursuant to the approved schedule and "Contract Time" pursuant to Article 9 of the Construction Services Agreement shall have been made as determined in Article 21(A)(2), below.
    - b. Lessor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code section 8132) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code section 8134) from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that the Lessor may be required to collect and distribute to the District pursuant to the terms and provisions of the CSA. Lessor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Lessor in connection with the Project no later than ten (10) days after Lessor's receipt of a Sublease Prepayment from the District.
  - (2) The determination of whether satisfactory progress of the Construction pursuant to the approved schedule and "Contract Time" has occurred shall be made by the Project Inspector hired by the District pursuant to Article 10 of the CSA. If the Project Inspector determines that pursuant to the approved schedule and "Contract Time", the work required to be performed, as stated in the Lessor's Sublease Prepayment request has not been completed and approved, the Lessor shall not be eligible to receive the requested Sublease Prepayment.
- B. Purchase Option. If the District is not in default hereunder, the District shall be granted options to purchase not less than all of the Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the GMP, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Article.

22.

**RELEASE OF LIENS.**

- A. Notwithstanding Article 21 above, upon Substantial Completion of the Project as defined in the CSA and the recording of a Notice of Completion for the Project, Lessor or its assignee and the District shall release Lessor's leasehold interest in Project and the Site. However, District shall retain any and all claims and or warranties it may have under the CSA.
- B. Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

23. **TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.**

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate.

24. **SEVERABILITY.**

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

25. **INTEGRATION/MODIFICATION.**

This Sublease constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

26. **NOTICES.**

Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by email, or fax followed by regular mail, addressed as follows:

If to Lessor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

If to District: Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801  
Attn: Director of Facilities Planning, Design and, Construction  
Email: \_\_\_\_\_

27. **TITLES.**

The titles to the Articles or sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

28. **TIME.**

Time is of the essence in this Sublease and each and all of its provisions.

29.

**LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of Orange, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, each party shall bear its own attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

DISTRICT

"LESSOR"

ANAHEIM UNION HIGH SCHOOL DISTRICT

\_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "A"**  
**DESCRIPTION OF PROJECT**

*[TO BE INSERTED]*



**EXHIBIT "B"**  
**DESCRIPTION OF SITE**

*[TO BE INSERTED]*

**EXHIBIT "C"**  
**CONSTRUCTION SERVICES AGREEMENT**

*[TO BE INSERTED]*

**[PROJECT NAME]**  
**CONSTRUCTION SERVICES AGREEMENT**

Between  
**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
and  
**[CONTRACTOR]**

Dated as of \_\_\_\_\_

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[PROJECT NAME]

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement is made as of \_\_\_\_\_, by and between the Anaheim Union High School District, a California School District organized and existing under the laws of the State of California (hereinafter called the "District"), and \_\_\_\_\_, a California corporation operating under the laws of the State of \_\_\_\_\_ ("Contractor").

General intent of agreement:

WHEREAS, the District entered into an agreement with \_\_\_\_\_ (the "Architect") to provide architectural services for the District for the purpose of developing Construction Documents for the construction of improvements at \_\_\_\_\_ School site (the "Project").

**1. GENERAL INTENT**

- 1.1 The Board of Education has reviewed the different methodologies available to deliver a public works project and has carefully considered the options of competitive bid to a general contractor who would be responsible for the entire project, a construction management managed multi-prime trade contract project, an at-risk construction management contract, turn-key delivery by another public entity or delivered by another public entity through a joint use project, but have through Board action and independent staff and Board review determined that there are benefits and detriments to each delivery method.
- 1.2 The Board of Education has also reviewed the lease-leaseback methodology under California Education Code section 17406 which permits the governing board of a school district to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district prior to or at the expiration of the lease.
- 1.3 As part of the Board of Education's consideration of the possible methods of delivery, the Board has also reviewed available information from the Coalition of Adequate School Housing materials on delivery methods, California School Board Association, California Association of School Business Officials, Office of Public School Construction Meeting Minutes and SAB Implementation Committee meeting minutes and considered the benefits and detriments of the lease-leaseback delivery method.
- 1.4 Further, the Board of Education understands that unique to the lease-leaseback delivery method, the lease-leaseback Contractor will not only be undertaking the traditional due diligence of investigating existing Project related information, documents and the Project site, but now included as part of the Contractor's "Due Diligence" (as defined herein) as part of this lease-leaseback delivery method, the Contractor will be performing a review of the Construction Documents to visualize conflicts that may have not been located by the Architect as part of the Architect's constructability review when the Construction Documents were being prepared.
- 1.5 The Board of Education in its consideration of the substantial evidence that is available to the District staff and through the Board's own research has determined that this ability to work between the Contractor and the Architect to resolve a greater percentage of construction claims that would ordinarily arise through any of the other delivery methods addressed in Article 1.1 above also provides the ability of the Contractor to determine the likely level of errors and omissions, and provides a Guaranteed Maximum Price for the Project based on the Contractor's Due Diligence. The unique ability to determine with certainty the budget numbers for the Project

provides this Board of Education the ability to not only ensure that the District is best serving the community and its school children, but also provides the ability to focus resources towards future and simultaneous projects that could not be undertaken during any of the other delivery methods since a sizable contingency needs to be set aside for potential claims, litigation, arbitration, mediation, and delays that could jeopardize the ability to plan for occupancy of the building or the possibility of having to spend significant resources to procure alternative facilities.

- 1.6 As part of this lease-leaseback Construction Services Agreement, a site lease with Contractor (the "Site Lease"), for the Project has been entered into and attached as Exhibits to the Site Lease is a description of the site (the "Site") in order for Contractor to construct improvements to this existing school Site under the possessory interest of a lease with a greater degree of control over the overall Project, including ability to coordinate Site related items such as utilities, ability to insure both the Project and the Site against a broader range of risks, and greater primary control and oversight over Subcontractors and suppliers for the Project as the lessee of the Site.
- 1.7 In addition, the Contractor subleases the constructed portions of the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make Sublease Payments as described therein; and
- 1.8 It is agreed that upon the expiration of the Site Lease and Sublease, title to the Project shall vest in the District; and
- 1.9 Contractor represents that Contractor is uniquely experienced in Construction of public schools and community colleges including, but not limited to, the specific requirements and regulations of the Field Act as administered by the Division of State Architect, working with the Division of State Architect, Office of Public School Construction, California Department of Education and work with the various applicable other State and local agencies that have jurisdiction over the Project, is duly licensed as a contractor in the State of California, and is prepared to analyze, synthesize and efficiently perform construction work for the District as more fully set forth in this Agreement
- 1.10 Contractor has thoroughly Due Diligence as defined in Articles 4 and 5 to establish a Guaranteed Maximum Price for the Project (which may include an Errors and Omissions Contingency and a Construction Contingency for Contractor's own errors and omissions) that will not be exceeded. Contractor has investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Price as set forth in Article 3 and defined in Article 5 of this Construction Services Agreement, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions, extensions on the Lease beyond the Lease period or any requests, except for such additional compensation provided for herein based upon unforeseen conditions and/or errors or omissions contained within the plans and specification or Construction Documents.
- 1.11 Since the Contractor has entered into a negotiated Lease and is performing this Construction Services Agreement as the Lessee of the Premises, Contractor understands and agrees that:
  - 1.11.1 Public Contract Code section 4100 et seq. addressing subcontractor listing shall not apply except to the extent applicable under Education Code section 17406(a)(4). However, the District is requiring an open book accounting and the public selection of Subcontractors pursuant to Article 6.3 of this Agreement.
  - 1.11.2 Public Contract Code section 20111 addressing competitive bidding does not apply to the Project pursuant to the specific language of Education Code section 17406 which provides for a competitive procurement process through request for sealed proposals from qualified proposers.

- 1.11.3 Public Contract Code section 3400 addressing proprietary specifications does not apply since the Contractor has entered into a negotiated Lease pursuant to which is obligated to build the Project. The Contractor agrees and acknowledges that it has had great opportunity throughout the Due Diligence process and negotiation of the Lease and related agreements to propose any changes or substitutions, and warranties that it shall propose no further changes or substitutions pursuant to Public Contract Code section 3400. Substitutions and Value Engineering are allowed to address cost savings and to more efficiently build the Project at Articles 5.3 and 16.
- 1.11.4 The requirements in Public Contract Code section 22300 shall not apply.
- 1.12 Prequalification of Contractor and MEP Subcontractors. In accordance with California Public Contract Code section 20111.6, the Contractor is required to submit to the District a completed set of prequalification documents on forms provided by the District and be deemed prequalified by the District prior to entering into the Contract for the Project. In addition, all mechanical, electrical or plumbing (“MEP”) Subcontractors of any tier (contractors that hold C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses), must also be prequalified. It is the responsibility of the bidder to ensure that all MEP Subcontractors holding any of the licenses listed above are properly prequalified. This prequalification requirement for MEP Subcontractors applies even if the subcontractor will perform, or is designated to perform, work that does not require one of the licenses listed above, but the subcontractor holds one of the licenses listed above.

## **2. TITLE 24 RESPONSIBILITIES – GENERAL INTENT OF THE CSA**

Contractor accepts the contractual relationship established between it and District by this Construction Services Agreement, and Contractor covenants with District to furnish reasonable skill and judgment in constructing the Project as set forth in the Construction Documents, as defined in Article 4 for the Project which are described and/or set forth herein as Exhibit “A.” Contractor agrees to furnish efficient business administration, coordination review of the Construction Documents, coordination of the work of the Subcontractors and vendors and superintendence to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Construction Services Agreement and Construction Documents as defined in Article 14, below.

- 2.1 Title 24 Responsibilities. The Contractor shall continually supervise and direct the Work using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work in conformance with the Contract Documents. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:
- 2.1.1 *Responsibilities*. It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Construction Documents. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.
- 2.1.2 *Performance of the Work*. The Contractor shall carefully study the approved Construction Documents and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Construction Documents, the Contractor shall correct the Work immediately.
- 2.1.3 *Inconsistencies*. All inconsistencies or timing or sequences which appear to be in error in the Construction Documents shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may



affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)

- 2.1.4 *Verified Reports.* The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 13.16), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.
- 2.1.5 *Reporting Requirements.* Contractor shall fully comply with any and all reporting requirements of Education Code sections 17315, et seq., in the manner prescribed by Title 24, as applicable.
- 2.1.6 *Contractor Responsibility.* The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.
- 2.1.7 *All Work is performed Under the Direction of Inspector.* Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)
- 2.1.8 *Contractor to Establish Timing and Protocol with Inspector.* Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.
- 2.1.9 *Conformance with Approved Submittals.* This conformance includes performing all Work only in conformance with approved Submittals, Shop Drawings, and Samples or the Inspector may be required to issue a DSA Form 154 Notice of Deviation from approved DSA Contract Documents.
- 2.1.10 *Incremental Assemblies.* For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13 item 2.1.10 for further discussion.
- 2.1.11 *Coordination with Outside Contractors.* If any of the Work for the Project is known to include Work performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule.

### 3. CONTRACT INFORMATION

- 3.1 District: Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801  
(714) 999-3511

- 3.2 Notices: Director of Facilities Planning, Design, and Construction  
e-mail \_\_\_\_\_
- 3.3 Contractor: \_\_\_\_\_ [Name] \_\_\_\_\_  
 \_\_\_\_\_ [Address] \_\_\_\_\_  
 \_\_\_\_\_ [City] \_\_\_\_\_  
 \_\_\_\_\_ [Telephone] \_\_\_\_\_
- 3.4 Notices: \_\_\_\_\_  
 \_\_\_\_\_ [e-mail] \_\_\_\_\_

The following are established through Contractor's review of the Program, Contract Documents and through Contractor's Due Diligence prior to entering into this Agreement:

- 3.5 Contract Time is \_\_\_\_\_ Days.
- 3.6 Liquidated Damages for overstaying Lease (Art. 18) is \$ \_\_\_\_\_ per calendar day.
- 3.7 Guaranteed Maximum Price (Art. 5) is \$ \_\_\_\_\_.
- 3.7.1 Construction Contingency (within GMP) is \$ \_\_\_\_\_.
- 3.7.2 Errors and Omissions Contingency (within GMP) is \$ \_\_\_\_\_.
- 3.8 The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:
- 3.8.1 District's Contingency (Art. 8) is \$ \_\_\_\_\_.  
District Contingency is carried outside of the GMP.
- 3.8.2 Unforeseen Allowance is \$ \_\_\_\_\_.  
Unforeseen Allowance is carried outside of the GMP.
- 3.9 The Contractor's fee for this Project is \_\_\_\_\_ percent (\_\_\_\_%) and is included in the GMP.

#### 4. **DEFINITIONS**

- 4.1 Action of the Governing Board is a vote of a majority of the District's Governing Board.
- 4.2 Allowances are separate from the Unforeseen Allowance and mean budgets established for specific scopes of the Work which cannot be fully defined in the Construction Documents at the time that the GMP is established. Allowances may only be drawn upon pursuant to a Change Order issued pursuant to Article 17. In the event that an Allowance is included, the Contractor shall provide all services, work, labor and materials reasonably implicit in the description of the Allowance for the amount stated for the Allowance, all in accordance with the Construction Documents. Contractor acknowledges and agrees that it has had ample time and consideration to fully assess any Allowance(s) and to negotiate the description and amount of the Allowance(s), such that Contractor fully accepts and shall bear the entire risk and responsibility of providing all services, work, labor and materials required for the Allowance(s) under this Agreement. Expenditures from the GMP will either arise from Construction Contingency or Errors and Omissions Contingency and shall be submitted pursuant to Article 17 addressing Change Orders.

The amount of the Change Order shall reflect the difference between actual costs approved by the District and the allowance amounts established in the GMP.

- 4.3 As-Builts are a set of Construction Documents maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Pay Application and a requirement for Contract Close-Out. See Article 13.14.
- 4.4 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the drawings and specifications for the Project.
- 4.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all life safety is operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if life safety items are not operational. Taking occupancy on a structure that is under a fire watch is not considered Beneficial Occupancy. Beneficial Occupancy is not be used by the Contractor as a basis to request Retention Payment unless the entire Project is Substantially Complete in accordance with Article 4.45.
- 4.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Application for Retention Payment and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. See Article 20.
- 4.7 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 13.16.
- 4.8 Commencement Date shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Article 4.28 of this Construction Services Agreement.
- 4.9 Complete/Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, successful testing, startup and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Contract Documents, the Project is completed, all Work has ceased on the Project and the Project has been accepted by the District's Board. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy or Substantial Completion does not mean the Work is Complete.
- 4.10 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project.
- 4.11 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Construction Documents. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 140) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required). See Article 17.4.

- 4.12 Construction Services Agreement (CSA) means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- 4.13 Construction or Construction Services means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Contract Documents.
- 4.14 Construction Costs means any and all costs incurred by the Contractor with respect to the construction and equipping, as the case may be, of the improvements performed, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Contractors' overhead and supervision at the Project Site, all costs and expenses including any taxes or insurance premiums paid by the Contractor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Contractors' and Developers' home office overhead and profit. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional Plans and/or Specifications for Contractor's Subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.
- 4.15 Construction Documents comprise the Plans and Specifications approved by DSA under Application Number \_\_\_\_\_, File Number \_\_\_\_\_, Allowances stipulated in the Contract Documents, and all Addenda, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including, without limitation, a written amendment to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.
- 4.16 Contract Documents means those documents which form the entire Contract by and between District and Contractor. The Contract Documents consist of the Site Lease, Sublease, General, Supplementary and other Conditions, this Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.
- 4.17 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to Complete the Project". See Article 9.
- 4.18 Day means a calendar day unless specifically designated as a business day.
- 4.19 Drawings or Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.

- 4.20 Due Diligence is the review and analysis of as-built documents, title documents, any prior design documents for the Project or Site, geotechnical reports, surveys, site investigations and other documents and information provided by the District, and synthesizing of information utilized to determine the components of the GMP. Requirements for Due Diligence are further addressed at Article 5.
- 4.21 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved plans, specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the District pending CCD approval). The DSA website is at <http://www.dgs.ca.gov/dsa>.
- 4.22 Effective Date is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease
- 4.23 Float the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. See Article 9.2.
- 4.24 Immediate Change Directive (ICD) is a written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 17.4.1.2
- 4.25 Inspector of Record (IOR) or Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations who will be assigned to the Project
- 4.26 Guaranteed Maximum Price or GMP means the Guaranteed Maximum Price established pursuant to Article 5 to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Article 17.
- 4.27 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 17.2.
- 4.28 Notice to Proceed. After execution of this Construction Services Agreement and the Site Lease(s) and Sublease(s) between the parties, the District shall issue a notice to the Contractor to proceed with the Project ("Notice to Proceed"), which Notice to Proceed shall include the date upon which commencement for the Project shall commence.
- 4.29 Plans are that portion of the Construction Documents consisting of the drawings and other pictorial or other graphic expression of requirements for the work of improvement to be completed by Contractor, including, without limitation, services, work, material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.
- 4.30 Project means the improvements to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- 4.31 Provide shall include "provide complete in place," that is "furnish and install complete."
- 4.32 Punch List is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed

Out. Issuance of the Retention Payment is dependent upon the proper completion of the Punch List. See Article 13.16 and Article 29.

- 4.33 Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.
- 4.34 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. In this Agreement there is a requirement for a Baseline Schedule and regular Schedule Updates that show all Work to be completed during the Contract Time and shall include all items listed under Article 9.3.
- 4.35 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so that the status of the construction of any improvements can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 13.12)
- 4.36 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 32.
- 4.37 Site refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.
- 4.38 Site Lease and/or Lease means the Site Lease(s) of even date herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.
- 4.39 Specifications are that portion of the Construction Documents consisting of the written requirements for the work of improvement to be completed by Contractor, including, without limitation, services, work, material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.
- 4.40 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.
- 4.41 Stop Work Order, or an Order to Comply is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Project Inspector, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b) and Education Code section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order.
- 4.42 Subcontractor means any person or entity, including trade contractors, who have a contract with Contractor to perform any work or supply materials for the Project.

- 4.43 Sublease(s) means the Sublease(s) of even date herewith by and between the District and Contractor together with any duly authorized and executed amendment hereto under which the District subleases the Site from the Contractor.
- 4.44 Sublease Payment means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- 4.45 Substantial Completion is not reached unless and until each of the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 13.16); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; (3) all other items on the DSA Form 152 Inspection Card for the Project have been approved and signed off; and (4) the Project is fit for occupancy and its intended use, as certified by the Architect pursuant to the Certificate of Substantial Completion set forth in the Division 1 Forms attached hereto.
- 4.46 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. Specific requirements for substitutions are set forth at Article 16.
- 4.47 Unforeseen Allowance means the budget established for hazardous substances and underground conditions that differ from representations in the Contract Documents or Due Diligence Documents and meet the requirements under Article 13.15.5 and 18.4. The Unforeseen Allowance may also include other costs as allocated in the District's sole and absolute discretion related to the Project. The District, in its sole and absolute discretion, may use the District Contingency to fund any costs allowed under the Unforeseen Allowance. Any funds remaining in the Unforeseen Allowance at the completion of the Project shall remain unspent and allocated to the District as the District sees fit to use.
- 4.48 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include extension of Contractor's obligations to Subcontractor to perform Subcontractor Due Diligence including, but not limited to, visiting the Site of the proposed Work (a continuing obligation after the commencement of the Work), fully acquainting and familiarizing itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents.
- 4.49 Workers include laborers, workers, and mechanics.

## **5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"**

- 5.1 Guaranteed Maximum Price (GMP) is the amount agreed upon between the District and Contractor that shall not be exceeded for the Construction of the Project within the Contract Time based on Contractor's thorough review of the Contract Documents, Due Diligence in investigation of all aspects of the Project. The GMP includes the costs for the Sublease Payments being paid by the District as Progress Payments and Retention Payment during construction in accordance with the terms of this Construction Services Agreement. Any references to Progress Payments shall also mean Sublease Payments. A Construction Contingency (Article 5.2.1) and an Errors and Omissions Contingency (Article 5.2.2) is contained within the GMP. Costs that are outside of the GMP shall be as follows:
- 5.1.1 Owner requested additional work (See Article 8) to be paid under the District Contingency.

5.1.2 Unforeseen underground soil conditions or unforeseen hazardous materials that meet the requirements of Article 13.15.5 and 18.4 to be paid under the Unforeseen Allowance.

5.2 GMP. As a result of the Due Diligence of Contractor, the GMP for the Project is set forth under Article 3. The GMP is based upon all Due Diligence performed, the approved Construction Documents, and all other Contract Documents existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the GMP is attached hereto as Exhibit "B." Furthermore, the District and Contractor represent and warrant that the GMP is separate and distinct from the Sublease Payments to be paid by the District under the Sublease. District represents and warrants and Contractor acknowledges that: 1) the total amount of Sublease Payments and any optional Prepayment under the Sublease include the total rental for the Project, which total does not exceed the fair market value for the Project, 2) said rental amount is separate and distinct from Progress Payments and Retention, and 3) said rental amount shall be paid by the District with District non-local match contribution local funds.

The GMP is an "all inclusive" price for the construction of the Project that is calculated after Due Diligence and shall not be exceeded except as set forth in this Agreement. Contractor has taken on all contingencies and calculated those contingencies out in the form of the Construction Contingency. Contractor specifically agrees that once the Construction Contingency is fully exhausted, that Contractor can and shall Complete the Project pursuant to the terms of this Agreement within the Contract Time. No disputes concerning compensation, extras, or application of Contingencies shall be utilized as grounds to slow down or to stop work. The following two contingencies have been calculated through the Due Diligence of the Contractor and shall be calculated against the contingency amounts based on application of the Change Order language of Article 17.

5.2.1 *Construction Contingency*. The Construction Contingency set forth at Article 3.8.1 is for the use of the Contractor, as approved by the District, to pay for miscellaneous work items which are required to complete the Project including to cover trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, and Contractor coordination errors. The Contractor shall not use the Construction Contingency to pay for costs related to the following: (a) errors or omissions in the Construction Documents; (b) discrepancies with the Construction Documents pertaining to applicable building code requirements; and/or (c) enhancements or additions to the Scope of Work desired by the District. The Contractor shall obtain written approval from the District prior to using the Construction Contingency. The following may be considered, at the District's sole discretion, valid Construction Contingency items: 1) overtime and premium time, 2) costs to address safety items, 3) Contractor coordination issues and errors, 4) scope gaps, 5) trade damage, and 6) for other items requested by the Contractor if approved by the District and in the District's sole discretion. If on Final Completion of the Project, funds are remaining in the Construction Contingency, such funds shall remain unspent and allocated to the District as the District sees fit to use.

5.2.2 *Errors and Omissions Contingency*. Within the GMP shall be a line item amount to cover errors and omissions in the Construction Documents ("Errors and Omissions Contingency"). The Errors and Omissions Contingency at Article 3.7.2 is calculated based on coordination review of the Construction Documents and coordination meetings that have been held with the Subcontractors and Architect. Specifically, it is the coordination items that could not be addressed through coordination meetings and a factor determined based on the coordination review that has been performed by Contractor. The Errors and Omissions Contingency is created from Contractor's Due Diligence and based on Contractor's experience on similar projects. As a result,



Contractor agrees that Contractor shall not seek to charge District for Errors and Omissions in excess of the Errors and Omissions Contingency. In other words, the Errors and Omissions Contingency is the maximum sum available to compensate the Contractor for Errors and Omissions on the part of the Architect and Architect's Consultants and is the maximum amount that can be charged. Contractor shall bear all costs for Errors and Omissions that exceed the Errors and Omissions Contingency.

Contractor shall notify the District under the Change Order Provisions of the need for such work and specifically identify the Work as Errors and Omissions by submitting to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Contingency within the GMP. Any funds remaining in the Errors and Omissions Contingency at the completion of the Project shall remain unspent and allocated to the District as the District sees fit to use, except for any portions of Savings added to the Errors and Omissions Contingency, which Savings shall be allocated between the parties as provided in Article 7 below.

### 5.3 Due Diligence

- 5.3.1 *Documents Reviewed.* Contractor has visited the site, entered and evaluated the structures on the site, reviewed all as-built information, environmental reports, Asbestos Hazard Emergency Response Act of 1986 reports applicable to the Project, lead reports, reports on any other hazardous substances, reviewed environmental impact reports, reviewed applicable mitigation measures for the Project, reviewed and observed the current site conditions, reviewed available records from City and/or County Records on the Project. All documents provided or reviewed by the Contractor shall be referred to collectively as the Due Diligence Documents.
- 5.3.2 *Review of Existing Conditions.* Contractor must have performed basic confirmation of the As-Built information that exists as part of the Due Diligence process. This basic confirmation shall include:
  - 5.3.3 Confirmation of overall dimensions of major column lines, location of elements where coordination of new construction to existing construction is to occur, confirmation that the rooms noted are located on the drawings, review and confirmation that rooms have not been reconfigured.
    - 5.3.3.1 Confirmation of location for utilities and supporting infrastructure. Contractor shall review the utilities and confirm that the infrastructure from the As-Built and Contract Documents are consistent with the actual As-Built Conditions of the Project site.
    - 5.3.3.2 Confirmation that fire/life safety elements are consistent with expectations of the Contract Documents. Specifically, confirmation of the integrity of one-hour corridors, fire separations, working fire sprinklers, working fire alarms, communications systems, EMS systems, and other systems that are to remain in use and relied upon as part of the anticipated Project.
    - 5.3.3.3 Review of the Environmental Documents (Asbestos, Lead, PCB's, etc.) and general confirmation that the scope of hazardous substances is consistent with that which is shown on the environmental reports that are provided.

- 5.3.3.4 Confirmation of Working hours and specific conditions which will affect the ability to work. Contractor shall check requirements for the local city and county and confirm working hours and days, testing schedules at the District for days when work shall not occur, other critical days when work cannot occur, mitigation measures in the EIR or Negative Declaration that may affect the ability to Work on the Project. This review shall help Contractor build a working schedule for the Project.
- 5.3.4 *Review of Construction Documents.* Contractor has performed a complete and diligent review of all plans, specifications, addenda, bulletins or other documents provided as the Construction Documents or otherwise mentioned in the Construction Documents. The Contractor has written and submitted RFIs to address potential design issues prior to the GMP development to obtain a comprehensive GMP that addresses design and constructability issues.
- 5.3.5 *Inconsistencies.* All inconsistencies, timing or sequences which appear to be in error in the Construction Documents shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)
- 5.3.6 *Coordination Review.* Contractor shall perform a constructability review of the Construction Documents as part of its Due Diligence to determine the level of Errors and Omissions that should be included in the Errors and Omissions Contingency.
- 5.3.7 *Price Fluctuations.* As part of Contractor's Due Diligence responsibilities, Contractor is required schedule and plan to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost to assure that there will be no delays. Contractor understands that this may be a multi-year contract and that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor vendors or by other means. Contractor further understands and incorporates into Contractor's bid or proposal cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces. Contractor also understands the length of the Project schedule and has incorporated an appropriate budget to include labor, material, and equipment escalation costs into the GMP. At no time will the District accept any costs associated with these increases. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.
- 5.3.8 *Coordination Review.* Contractor has thoroughly reviewed the plans, specifications, and other Due Diligence Documents and satisfied itself that the Construction Contingency is adequate to complete the Project for the GMP.
- 5.3.9 *Due Diligence Determinations.* Contractor has utilized all the available Due Diligence information to verify that the contingencies are adequate and that the Project can be constructed without exceeding the GMP:
- 5.3.9.1 Construction Contingency. Based on review of the scope of work submitted from each Subcontractor, Contractor's Due Diligence and review shall be utilized to determine the size of the Construction Contingency to cover unforeseen conditions (other than noted in Article

5.1), cover trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, Contractor coordination errors, and miscellaneous work items.

5.3.9.2 Errors and Omission Contingency. Based on a thorough review of the available Construction Documents and information located pursuant to the Due Diligence performed, a set-aside has been made for an Errors and Omissions Contingency that may be utilized to compensate for construction work to correct Errors and Omissions in the Construction Documents.

5.3.9.3 District Contingency (sometimes called Owner Contingency). District Contingency is a sum that is set aside by the District to address any additional services. In the District's sole discretion, design errors or omissions as determined by the District (to the extent the Errors and Omissions Contingency is exhausted) and unforeseen conditions as approved by the District, may be allocated to the District Contingency. Specifics on application of the Owner Contingency are set forth at Article 8.

5.3.9.4 Unforeseen Allowance. Unforeseen Allowance is a sum set aside for unforeseen conditions that differ from representations in the Contract Documents or Due Diligence Documents or meet the requirements under Article 13.15.5 and 18.4. The Unforeseen Allowance may also include other costs as allocated in the District's sole and absolute discretion related to the Project.

5.3.10 *Schedule.* Contractor's Due Diligence will also be critical to the Contractor's determination of the number of days required to complete the Project. Contractor will determine if the suggested number of days from the District and Architect can be performed and shall also consider whether the Project requires Governmental or Rain day float that exceeds that set forth in Article 9. If Contractor does not note any concerns with the suggested Contract Time, then it is presumed that Contractor is in agreement with the proposed completion date the Contractor, by entering into this Agreement, has determined for itself that the Project Contract Time is realistic, reasonable and includes all required Float under Article 9.

## 6. OPEN BOOK ACCOUNTING AND SELECTION OF SUBCONTRACTORS

6.1 Open Book Accounting. The Contractor's GMP shall be based on actual procured quotes and bids from Subcontractors, vendors, and suppliers or based on estimated costs. In addition, Contractor shall include an estimated overhead and profit line item along with the cost for Contractor supplied labor. This total construction cost, or Base Cost, shall be added to Subcontractor, vendor and supplier contingencies and the Construction Contingency (which includes an Errors and Omissions Contingency) to form the entire GMP. As costs are incurred during the course of the Project, the Job Cost Accounting shall be updated to include actual costs incurred. A report on costs shall be prepared as part of the GMP process and shall be provided on a regular basis to the District.

6.1.1 *Purpose.* While competitive bidding is often viewed as the lowest price, utilizing the lowest bid neither results in the best contractor, efficient construction, or a properly completed product. In some cases, the Project becomes significantly more expensive because competitive bid contractors either don't understand the drawings, aren't qualified to build the Project, or are seeking to utilize the legal process to make money by bringing claims against the District. The lease leaseback methodology provides the

ability to negotiate for the most qualified competent contractor and allow coordination and interaction between the Contractor, Architect and District to alleviate unnecessary problems or areas that would result in claims. However, in exchange for this flexibility and reduction in claims, it is in the District's best interests, as a public entity, to ensure that the Project accounting information is available for review and the financial aspects of the Project can be fully reviewed. Thus, Contractor agrees that all job cost information shall be kept in an "open book" manner, shall show the actual transactions that occurred for the Project and shall be disclosable to the State if State funds are being utilized.

6.1.2 *State Allocation Board Issues.* The Office of Public School Construction, the administering agency for the State Allocation Board, audits the costs for construction under the general authority of Education Code section 17076.10 and under the specific authority of Regulation Section 1859.100 et seq. governing program accountability audit, material inaccuracy, and expenditure audits. Given the fact the State has approved the lease-leaseback delivery method, and the likelihood that the records of the Project will be audited if there are State Funds involved, a permanent record of all the financial transactions for the construction of the Project shall be available through an Open Book Accounting of the Project expenditures of both hard and soft costs including, but not limited to labor, material and services costs, including the subcontract and material costs that were utilized to build the Project.

6.1.3 *Value Engineering During the Project.* In addition to Value Engineering addressed at Article 7 below, Contractor may have occasion where better pricing can be obtained from Subcontractors or suppliers. This better pricing shall be treated as part of Savings under Article 7.

6.2 Scope Reduction Not Savings. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to reflect the reduced Scope of Work, pursuant to the provisions of Article 17. To the extent possible, it is the mutual goal of the District and Contractor to maximize the Scope of Work as allowed by the GMP. Reductions in scope are not considered Savings.

6.3 Selection of Subcontractors.

6.3.1 If identified or requested in the District's Request for Proposal/ Qualifications ("RFP/RFQ"), the Contractor must use any Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ pursuant to Education Code section 17406(a)(4). All Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).

6.3.2 Following the award of the Contract to the Contractor by the District's Board of Education, and for all Subcontractors not identified in the Contractor's response to the District's RFP/RFQ, the Contractor shall proceed as follows in awarding construction Subcontracts with a value exceeding one-half of one percent of the price allocable to construction work:

6.3.2.1 Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the District, including a fixed date and time on which qualifications statements, bids, or proposals will be due.

6.3.2.2 Establish reasonable qualification criteria and standards.

- 6.3.2.3 Award the subcontract either on a best value basis or to the lowest responsible bidder. The process may include prequalification or short-listing. The process shall not apply to Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ. Subcontractors awarded construction subcontracts under this Article 6.3.2 shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).
- 6.3.2.4 All MEP Subcontractors must be prequalified as set forth in Article 1.12 above.
- 6.3.3 In no case will the Contractor award any subcontracts until the District has concurred to the scope and price of the subcontracted services.
- 6.3.4 All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.
- 6.3.5 Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event the Contractor does not comply with this provision, the District may terminate this Construction Services Agreement in accordance with the provisions of Article 19 below.
- 6.3.6 Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required under this Construction Services Agreement. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. The District is seeking DVBE participation under this Construction Services Agreement. The Contractor must require Subcontractors to make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Their efforts shall be documented on the DVBE Good Faith Effort Form attached as Exhibit "C".

## 7. SAVINGS AND VALUE ENGINEERING

- 7.1 General Intent. The purpose of Savings is to minimize the expenditure of funds for the construction of the Project on items that exceed the minimum criteria required without a corresponding benefit to the District. The District also wishes to eliminate any excess quality levels or performance criteria provided in the Construction Documents so long as such elimination does not alter the design, aesthetics, safety standards or configuration or space, and does not increase future maintenance and operation costs. The District and the Contractor shall work cooperatively with each other, in good faith, to identify appropriate opportunities to reduce the Project costs and promote Savings. There are two stages when Savings may be generated. They are (1) Value Engineering when establishing the GMP and (2) Savings generated through changes, reductions, or Subcontractor negotiations that may occur after the GMP is established.
  - 7.1.1 *Value Engineering* is a review of systems so excess quality, unnecessary design elements, reconfiguration for efficiency, or other changes may be made to reduce the cost of a project. Sometimes, timing and sequences or re-use of materials that are unique to a project or area may generate savings. For example, if export soil is generated on a site which may have a substantial cost for transportation and removal

could be sold to offset the costs incurred then a savings may be generated for the Project. Similarly, if concrete is ground, it may be sold for aggregate rather than as demolished construction materials.

7.1.2 *Other Savings* generated over the course of the Project through Subcontractor negotiations, replacement of Subcontractors, or through other means shall be calculated as part of the overall costs for the Project as part of the “Open Accounting” of the Project and shall be counted towards Project Savings.

7.2 Sharing and Calculation for Return of Savings. If Contractor realizes a Savings on an aspect of the Project, including but not limited to, Value Engineering or other Savings after the GMP is established and after execution of this Construction Services Agreement, such Savings shall be divided in the following proportion: Seventy Five Percent (75%) of any Savings shall be returned to the District and Twenty Five Percent (25%) of any Savings shall be returned to the Contractor. Calculation of Savings shall be determined by adding all expenses for the Project (excluding Change Orders and Owner and Construction Contingency Expenses), separating out overhead costs and either using the actual overhead costs, or the percentage set for overhead in the Article 5.3, whichever is higher an applying the percentage for profit against the GMP (less Change orders, Owner and Construction Contingency). Any remaining money shall be considered Savings. If the Project expenses exceed the GMP, then there are no Savings for the Project and the GMP shall apply. A separate calculation of whether there are savings associated with Change Orders under the Owner and Construction Contingency may be performed to determine if there are any savings that remain on these areas and applied to the overall savings calculation

7.3 Savings Determined Through Audit. District may, at its own costs, have an audit conducted of the Project related job costs to determine Savings as further outlined in Article 21.

## **8. DISTRICT CONTINGENCY**

8.1 The District Contingency is an allowance for use by the District that can be used to pay the Contractor to perform additional services (“Additional Services”) not described in this Construction Services Agreement. This District Contingency is outside of the GMP, is not part of the original bond, except to the extent that District contingency is utilized as a Change to the Contract under Article 17, and may be used for Owner requested additions, revisions to the Project, moving furniture or equipment, and other District unforeseen items. Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set aside a contingency amount outside the GMP, defined at Article 5 (“District Contingency”) in the amount set forth at Article 3, which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor’s performing or contracting for such Additional Services. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor’s acts, errors or omissions. Further any Architectural Errors and Omissions shall not come out of District Contingency unless agreed upon in writing by the District in its sole discretion.

8.2 Additionally, while District is in no way limited by the manner in which it decides to utilize the District Contingency, said District Contingency shall not be used for any costs associated with errors or omissions in the Construction Documents until such time, if ever, the Errors and Omissions Contingency has been fully exhausted. Any funds remaining in the District Contingency at the completion of the Project shall remain unspent and remain allocated to the District.

9. **SCHEDULE**

- 9.1 **Contract Time:** Contractor shall perform and reach Substantial Completion (See Article 4.45) within the time specified in the Agreement. Moreover, Contractor shall proceed on a properly developed and approved CPM Master Baseline Schedule, which represents the Contractor's view of the practical way in which the Work will be accomplished. Note that Contract Time includes and incorporates all Float and other Baseline inclusions as noted in Article 9.3 and as otherwise specifically noted in Article 9
- 9.2 **Float** is the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and (3) Project Float. Project Float and Rain Days are owned by the Project and may be utilized as necessary for critical path delays once the days become available for consumption (i.e. the rain day arrives and is not utilized since rain did not occur or Work was performed on the interior of a building). However, Governmental Delay float shall not be utilized for purposes other than to address critical path delays that arise due to approvals, Inspector approvals or verifications on governmental forms.
- 9.2.1 *Governmental Delay Float.* Given DSA requirements for submission and approval of CCD's prior to a DSA Form 152 sign off on areas of Work that deviate from approved Construction Documents, and the anticipated delays that may arise from this CCD procedure, no less than twelve (12) days per calendar year shall be set aside as Governmental Float to be utilized on critical path delays. A pro-rated number of days shall be calculated based on length of Contract Time. (For example, a two (2) year Contract Time shall require twenty-four (24) days of Governmental Float. If the Contract Time is 182 days, then the Contract Time shall require six (6) days of Governmental Float) This Governmental Delay float must be incorporated into the schedule and should be incorporated in each critical activity as Contractor deems fit. Specifically, major categories of Work under the DSA 152 (Project Inspection Card) should be allocated Governmental Delay Float at the Contractor's discretion. Governmental Delay Float on the Project may exceed 12 days per one (1) year period, but Contractor is required to include not be less than 12 days of Governmental Delay Float during each one (1) year period.
- 9.2.2 *Inclement Weather (Rain Days).* The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by the National Oceanic and Atmospheric Administration (NOAA) weather data. No less than 22 calendar days for each Calendar year for Southern California. The NOAA weather related days (22 days in Southern California) shall be set aside as float within the Baseline Schedule. Additional days beyond the NOAA shall be considered under the same criteria that weather days are granted below.
- 9.2.3 *Granting of Days beyond those Anticipated.* A Rain Day shall be granted by Architect or CM if the weather prevents the Contractor from beginning Work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) critical path activity calendar-day extension if there is no available float for the calendar year.
- 9.2.4 *Project Float* is all remaining float, including extra days included in a particular activity.

- 9.3 Inclusions in Baseline. In addition to Scheduling requirements set forth at Article 9, Contractor is specifically directed to include in Contractor’s Baseline Schedule and all Schedule updates that provide for the following items required pursuant to this CSA, including but not limited to:
- 9.3.1 *Rain Day Float (excluding inclement weather) as required under Article 9.2.2.* For example, if the NOAA provides 22 days of rain days, all 22 days must be incorporated and noted in the schedule. Further, any days required to clean-up or dry out shall be included for operations that are likely to require a clean-up or dry out period. Days that are not utilized shall be considered float owned by the Project.
  - 9.3.2 *Governmental Delay Float under Article 9.2.1.* This Governmental Delay Float shall only be utilized for Governmental Delays and shall not be considered available float owned by the Project. This float shall be distributed to the Project as granted and approved by the District, and shall be used to offset liquidated damages for overstaying the Lease, and shall not generate compensable delays.
  - 9.3.3 Submittal and Shop drawing schedule under Article 9.6 and 15.6.
  - 9.3.4 Deferred Approvals under Article 15.3 and 15.6
  - 9.3.5 Time for separate contractors, including furniture installation and start up activities, under Article 32.
  - 9.3.6 Coordination and timing of any drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. Article 13.15.2 .
  - 9.3.7 Testing, special events, or District activities.
- 9.4 Schedule Updates. Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items
- 9.4.1 *Listing of Items Causing Delays.* Schedule Updates shall provide a listing of activities which are causing delay in the progress of Work and a narrative shall be provided showing a description of problem areas, anticipated delays, and impacts on the Construction Schedule. Simply stating “District Delay” or “Architect Delay” shall be an inadequate listing.
  - 9.4.2 *Recovery Schedule.* In addition to providing a schedule update every thirty (30) days, the Contractor, shall take the steps necessary to improve Contractor’s progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall provide a Recovery Schedule showing how Milestones and the Completion Date will be met.
    - 9.4.2.1 Failure to Provide a Recovery Schedule. Shall subject Contractor to the assessment of Liquidated Damages for failure to meet the Contract Time.
- 9.5 Time of the Essence. Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work
- 9.6 Time for Preparing Submittals Must Be Incorporated in Schedule: Contractor shall include Submittals as line items in the Baseline Schedule. Time for preparing and coordinating Submittals



shall not delay the Work, Milestones, or the Completion Date, and shall be in conformance with Article 15.6.

## 10. INSPECTION OF WORK/ INSPECTOR AND ARCHITECT

- 10.1 Inspection of Work/Inspector. The District shall hire its own Division of State Architect Inspector as required by law. District, District's Representatives, and the Division of the State Architect shall at all times have access to the work whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.
- 10.1.1 *General.* One or more Project Inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.
- 10.1.2 *Inspector's Duties and DSA Noted Timelines for Inspection.* All Work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.
- 10.1.3 *Electronic Posting.* Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.
- 10.1.4 *Incremental Approvals under PR-13.* Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13. Inspector shall work with Contractor to present incremental approval proposals to DSA.
- 10.1.5 *Inspector's Authority to Reject or Stop Work.* The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.
- 10.1.6 *Inspector's Facilities.* Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector with the temporary facilities as required. More specific

requirements for the Inspector facilities may be further described under Division 1 of the Specifications.

- 10.1.7 *Testing Times.* The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. An advanced timing protocol may be established pursuant to Article 10. If the Contractor is behind Schedule then it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor pursuant to Article 10.4.
- 10.1.8 *Contractor Is Required to Coordinate Testing and Inspections.* It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website. It is the Contractor's responsibility to timely schedule and pay (if applicable) for Special Inspections as to not delay the Project, and any failure or resulting delay is not considered Governmental Delay Float under Article 9.2.1.
- 10.1.9 *Special Inspection Out of State, Out of Country or Remote from Project.* If Contractor has a Subcontractor or supplier that requires in plant or special inspections or tests that are out of the country, out of state or a distance of more than 200 miles from the Project site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Testing) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.
- 10.2 **STOP WORK ORDER.** DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Project Inspector, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b) and Education Code section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order.

10.3 Inspector's Field Office. Contractor shall provide for the use of inspector a separate trailer or temporary private office of not less than seventy five square feet of floor area to be located as directed by District and to be maintained until removal is authorized by District. The Office shall be of substantial waterproof construction with adequate natural light and ventilation. Door shall have a key type lock or padlock hasp. The Inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, internet connection, working computer, a fax machine and use of an on-site copier at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, and adequate heat and air conditioning for the field office until authorized removal.

10.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES

10.4.1 If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next scheduled Progress Payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

- a) Services made necessary by the default of the Contractor (Article 19 or Article 12.2).
- b) Services made necessary due to the defects or deficiencies in the Work of the Contractor.
- c) Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notices of Non-Compliance (Article 17.2)
- d) Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- e) Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to drawings, specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (Article 16
- f) Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order or Claims or Disputes process.
- g) Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- h) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

- i) Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, product data, samples, RFI's etc.

**11. ARCHITECT**

- 11.1 Architect's Status. In general and where appropriate and applicable, the Architect shall observe the progress and quality of the work on behalf of the District. The Architect shall have the authority to act on behalf of District only to the extent expressly provided in this Construction Services Agreement. After consultation with the Inspector and after using his/her best efforts to consult with the District, the Architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Construction Services Agreement. Contractor further acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement
- 11.2 Architect's Decisions. Contractor shall promptly notify District in writing if the Architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Project.

**12. DISTRICT RESPONSIBILITIES**

- 12.1 District Site Representations. District warrants and represents that, District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. However, in the event easements for permanent structures or permanent changes in existing facilities are necessary, they shall be secured and paid for by District, unless otherwise specified. Reference is made to the fact that District has provided information on the Site to Contractor. Such information shall not relieve the Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the observable, known or documented conditions under which the work is to be performed.
- 12.2 Partial Default: District Right to Take Over Work (Two (2) day notice to Cure and Correct). If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide a two (2) business day written notice to cure (a shorter period of time in the case of Emergency or a critical path delay) Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:
  - a) Failure to supply adequate workers on the entire Project or any part thereof;
  - b) Failure to supply a sufficient quantity of materials;
  - c) Failure to perform any provision of this Contract;
  - d) Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
  - e) Cases of bona fide emergency;
  - f) Failure to order materials in a timely manner;

- g) Failure to prepare deferred-approval items or Shop Drawings in a timely manner;
- h) Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a Delay to the Critical Path, or Delay the Contract Time;
- i) Failure to comply with the Subcontractor selection and award requirements under Education Code section 17406(a)(4);
- j) Failure to meet the requirements of the American's with Disabilities Act;
- k) Failure to complete Punch List work; or
- l) Failure to proceed on an Immediate Change Directive.

12.2.1 *Failure to correct a Notice of Deviation.* If during the two (2) business day period, the Contractor fails to Cure and correct the deficiency noted in the notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 19.

12.2.2 *Service of Notice of Partial Default with Right to Cure.* A written notice of Partial Default and right to Cure under Article 12.2("Article 12.2 Notice" or "Notice of Partial Default") shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided and copied to the Project Superintendent).

12.2.3 *Shortened Time for Partial Default in the Case of Emergencies.* In an Emergency situation, the District may correct any of the deficiencies described in Article 12.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to Cure, if any.

12.2.4 *Shortened Time for Partial Default in the Case of Critical Path Delay.* In the case of critical path delay, the District may correct any of the deficiencies described in Article 12.2 without prejudice to other remedies providing service of written notice of Critical Path Delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the Critical Path and prescribe the length of shortened time to Cure, if any.

12.2.5 *Written Notice of Partial Default to be Deducted by Deductive Change Order.* The District shall have the right to determine the reasonable value of the Article 12.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 17.6.

### 13. **CONTRACTOR RESPONSIBILITIES.**

13.1 **Full Time Supervision.** Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative (including CM in the cases where the District has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site until the

Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.

- 13.2 Staff. Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.
- 13.3 Contractor shall notify District and Architect, in writing, when Contractor desires to change the Project Manager for the Project, and shall provide the information specified above. The new Project Manager cannot serve on the Project until approved by District. District shall have the right, at any time, to direct a change in Contractor's Project Manager if performance is unsatisfactory, as determined by District, in its sole discretion.
- 13.4 Contractor shall give efficient supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District. Following agreement by Contractor and District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in substantial compliance with the Construction Documents.
- 13.5 Right to Remove. District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.
- 13.6 Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.
- 13.7 Labor and Materials
- 13.7.1 *Contractor to Provide*. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 13.7.2 *Quality*. Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the

District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other public school construction.

- 13.7.3 *Replacement.* Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.
- 13.8 Pre-Construction Orientation/Construction Meetings. The Contractor, in conjunction with the District and the Architect, shall conduct pre construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules prior to the commencement of actual construction. These Pre-Construction meetings shall include coordination of the Subcontractor Work to help reduce Errors and Omissions and Construction Contingency requests and shall incorporate the Constructability Due Diligence review done by Contractor.
- 13.9 Owner Meetings. The Contractor shall conduct construction and progress meetings with District Representatives, and Construction Managers that occur at least weekly and as otherwise requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance including Architect, District and Inspector.
- 13.10 Budget/Cash Flow Reports. The Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District on a monthly basis. The Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Contractor shall identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Project costs exceed budgets or estimates. The Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- 13.11 Progress Reports. The Contractor shall record the progress of the Project, and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the Construction Costs as of the date of the report. The Contractor shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. The Contractor shall make the log available to the District and the Architect. The District shall be promptly informed of all anticipated delays. In the event that the Contractor determines that a schedule modification is necessary, the Contractor shall promptly submit a revised Schedule for approval by the District
- 13.12 Schedule of Values.
- 13.12.1 *Break Down of Schedule of Values.* Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the District. The schedule of values shall include, but not be limited, to Subcontractor costs, the costs for the Submittals, Punch Lists, Commissioning and Start-Up, Close Out Submittals, and As-Built.
- 13.12.2 *Based on Contractor Costs.* The Schedule of Values shall be based on the costs from Contractor to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work

actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

- 13.12.3 *Largest Dollar Value for Each Line Item.* Identify Subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less, or as otherwise approved in writing by the District.
- 13.12.4 *Allowances.* Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.
- 13.12.5 *Labor and Materials Shall Be Separate.* Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.
- 13.12.6 *District Approval Required.* The District shall review all submissions of Schedule of Values received pursuant to this Article in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.
- 13.13 Scheduling. Contractor shall complete the construction pursuant to the CPM Schedule as required under Article 9.
- 13.14 As-Builts. Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.
- 13.14.1 *Updates.* Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.
- 13.14.2 *Storage.* The As-Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the As-Built Drawings is a basis to withhold scheduled Progress Payments pursuant to Article 29.4.
- 13.14.3 *Upon Beneficial Occupancy.* Contractor shall obtain and pay for reproducible plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).
- 13.14.4 *As-Builts at Completion of Work.* On completion of the Work and prior to and as a condition precedent to the Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Contractor shall certify the As-Builts as a complete and accurate reflection of the actual construction conditions of the Work by affixing a Stamp indicating the Drawings are As-Builts and Certifying Accuracy on the final set of As-Builts.
- 13.14.5 *Log of Control and Survey Documentation.* Contractor shall complete and maintain an accurate log or all control and survey documentation for the Project as the Work progresses. All reference and control points shall be recorded on the As-Built



drawings. The basis of elevations shall be one of the established benchmarks that must be maintained on the As-Builts.

- 13.14.6 *Record Coordinates for Key Items.* Contractor shall record, by coordinates, all utilities on-site with top of pipe elevations, major grade and alignment changes, rim, grate or top of curb and flow line elevations of all drainage structures and sewer manholes. Contractor shall update record information at or near the time when work is occurring in an area and prior to DSA 152 sign off on any category of Work and prior to covering the Work.

13.15 Miscellaneous Obligations of Contractor

- 13.15.1 *District Permit and Other Obligations.* It is expressly understood that the District shall pay the DSA for the DSA inspector, soils testing, DSA fees, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA requirements or regulations implemented after the date the GMP is established and not reasonably anticipated at the time the GMP is established, Contractor may seek compensation only for the direct cost (without mark up or added fees) of that review, as an additional cost. In the alternative, District may pay such costs directly to DSA. (Offsite costs and additional inspection costs)
- 13.15.2 *Contractor Permit Obligations.* Contractor shall pay for all remaining general building permits and ancillary permits and licenses not paid by District prior to the commencement of this Construction Services Agreement. Contractor shall also be responsible for arranging and overseeing all necessary inspections and tests, including inspections by the DSA, permits and occupancy permits, and ensure compliance with any Federal and State laws. All municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees by District at least one (1) week in advance of when the payment is due. Contractor may either request reimbursement from District for such fees (at direct cost only), or obtain the funds from District prior to paying such fees.
- 13.15.3 *Protection.* The Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site.
- 13.15.4 *Nuisance Abatement.* The Contractor shall develop a mutually agreed upon documented program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction.
- 13.15.5 *Site Mitigation and Remediation.* Contractor shall be required to undertake Site mitigation or remediation at its sole cost for items identified in the Due Diligence Documents provided to Contractor. For hazardous substances and underground conditions that differ from representations in Contract Documents or Due Diligence Documents, Contractor shall provide notice within five (5) days after the discovery of the occurrence of the unforeseen conditions. If Due Diligence Documents and information provided to Contractor does not provide notice of the unforeseen condition, then the costs for such work shall be added as an extra pursuant to Article 17. Costs shall be allocated to the Unforeseen Allowance. However, to the extent Unforeseen Allowance is exceeded, District may, in its sole and absolute discretion, allocate any costs that exceed the Unforeseen Allowance arising from unforeseen underground conditions and hazardous substances that are not documented in the Construction Documents or in the Due Diligence Documents reviewed to the District Contingency.

- 13.15.6 *Utilities.* The Contractor shall perform and pay for all temporary utility hook ups and connections; the District shall pay for use of utilities during construction, as well as any fees owed to utility suppliers for connection to existing mainline facilities. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.
- 13.15.7 *Sanitary Facilities.* The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.
- 13.15.8 *Layout and Field Engineering.* All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect. Any required "as built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.
- 13.15.9 *Cutting and Patching.* Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct. All cost caused by defective or ill-timed work shall be borne by party responsible therefore. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor without consent or at the direction of Architect.
- 13.15.10 *Documents on the Project Site.* Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage rates applicable to the Project, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, Section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this Project, particularly Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.
- 13.15.11 *Contractor to Bind Subcontractors to the Provisions of this Contract.* Contractor shall ensure that Subcontractors are bound to the same extent as Contractor is bound to District.
- 13.15.12 *Contractor Responsible for Means and Methods.* Contractor shall be solely responsible for the construction means, methods, techniques, sequences, procedures, and coordinating all portions of the work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Contractor shall not perform the work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work.

13.15.13 *Contractor Responsible for Acts and Omissions of Employees.* Contractor shall be responsible to District for acts and omissions of Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the work under direct or indirect contract with Contractor or any of its Subcontractors.

13.15.14 *General DSA Compliance.* During the entire term of this Agreement, Contractor shall coordinate its services with the District, Architect, Project Inspector, and other parties to ensure that all requirements set forth in the DSA's Inspection Card (Form 152) and any subsequent revisions or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements. Contractor shall take all action necessary as to not delay progress in meeting any DSA requirements. Contractor shall meet any applicable requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions or updates thereto issued or required by DSA. Any references to DSA requirements for the Project shall be deemed to include and incorporate any revisions or updates thereto.

### 13.16 Close Out

13.16.1 *All DSA Close-Out requirements (See DSA Certification Guide).* Contractor is also specifically directed to the DSA Certification Guide and the applicable certificates for the DSA-311 form.

13.16.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

13.16.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period Contractor Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work.

13.16.4 *As-Builts Up to Date and Complete.* The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all As-Built drawings:

13.16.4.1 The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Builts

13.16.4.2 Contractor is liable and responsible for inaccuracies in As-Built drawings, even though they become evident at some future date.

13.16.4.3 Upon completion of the Work and as a condition precedent to approval of release of the Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed,

Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the District.

- 13.16.4.4 District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As-Built Drawing.
- 13.16.5 *Any Work not installed* as originally indicated on drawings
- 13.16.6 *All DSA Close-Out requirements* (See DSA Certification Guide). Contractor is also specifically directed to the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- 13.16.7 *Submission of Form 6-C*. Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents.
- 13.16.8 *Contractor shall be Responsible for All Costs to Certify the Project*. The District may Certify the Project complies with Approved Construction Documents by utilizing the procedures under the Project Certification Guide (Located at the DSA website at [http://www.documents.dgs.ca.gov/dsa/plan\\_review\\_process/project\\_certification\\_guide\\_updated\\_03-15-13.pdf](http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certification_guide_updated_03-15-13.pdf)). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the District reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.
- 13.16.9 *ADA Work that must be corrected* to receive DSA certification. See Article 41.
- 13.16.10 *Maintenance Manuals*. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of Subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.
- 13.16.11 Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.
- 13.17 Correction of Work: Warranty. Neither a Progress Payment, Sublease Payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) years after the date of completion of the Project,

as defined in Article 18 hereof. The foregoing warranty of Contractor also applies to the remedy, repair or replacement of defects which may in the documents prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. Contractor agrees to provide the District with all equipment and materials warranties provided by manufacturers to District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.

13.17.1 *Assignment of Subcontracts.* Upon the Completion of the Warranty period, Contractor shall assign to the District all subcontracts with Subcontractors, material suppliers or other vendors that provided Work for the Project. This assignment shall include all purchase orders and any change orders or addenda that were executed with the assigned Subcontractor.

13.17.1.1 Documents to be Provided to District. Contractor shall provide the following documents to the District as part of Close Out of the Project:

- a. *Subcontractor Warranty.* Contractor shall provide any warranty documents, including warranties consistent with the requirements of this Contract and the Contract Documents.
- b. *Contracts.* Contractor shall provide copies of all subcontracts, amendments, change orders and other documents associated with the Subcontractor's scope of work and price for work on the Project.
- c. *Subcontractors Bound to the Same Extent as Contractor.* The Subcontractors shall be bound to the same extent as the Contractor is bound by this CSA and Subcontractors shall be required to include assignment of their contracts to the District.
- d. *Bonds Assignable.* Contractor shall ensure that Subcontractor performance and payment bonds are assignable and can be assigned to the District.
- e. *Unconditional Releases.* Contractor shall provide as part of the Close Out of the Project, Unconditional Releases for each Subcontractor and Material supplier that provided Work for the Project.
- f. *Project Files.* Contractor shall provide the District a copy of the entire Subcontractor file, including any submittals or shop drawings that were provided by Subcontractor.
- g. *District Reserves the Right to Assume Subcontractor Contracts Prior to the End of the Warranty Period.* District reserves the right to take assignment of Subcontractor contracts prior to the end of the warranty period.

- 13.18 Assignment of Anti-Trust Claims. The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Sublease Payment to Contractor, without further acknowledgment by the parties.

#### 14. CONTRACT DOCUMENTS AND INTERPRETATIONS

- 14.1 The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- 14.2 It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well-known technical or trade meaning and the definition of which come into question.
- 14.3 Plans and Specifications are intended to be fully cooperative and to agree. All Plan and Specification changes shall be dated and sequentially recorded. All modifications to Plans and Specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.

#### 15. SUBMITTALS

- 15.1 Definitions
- 15.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants deferred approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator guide rails and related elevator systems, Exterior wall systems - precast concrete, glass fiber reinforced concrete, etc., Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents. (Also see Article 15.3 and 15.6).
- 15.1.2 *Shop Drawings.* The term "Shop Drawings" as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.
- 15.1.3 *Manufactured* applies to standard units usually mass-produced, and "Fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all

manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

15.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all Subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.

15.1.5 *Samples*. The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

## 15.2 Shop Drawings.

15.2.1 *When Shop Drawings Are Required*. Shop drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various Subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades. In some cases, each Subcontractor or trade will provide Shop Drawings in a format agreed upon by District.

15.2.2 *Purpose for Shop Drawings*. Shop drawings are the Contractor's manufacturer, Subcontractor, supplier, vendor or the Contractor's detailed drawings showing particularized method for assembly, specifics to a manufacturer, manufacturer component installation requirements, specifics as to a manufactured item, alterations to a manufactured, a custom created item, or drawn version of more detailed information expanding on the Architect's design shown in the Contract Documents. The Shop Drawings address the appearance, performance, size, weight, characteristics and prescriptive descriptions associated with the Contractor or Contractor's Subcontractor's plan for installation or assembly based on the design in the specifications and Contract Documents. The shop drawing often is more detailed than the information shown in the Contract Documents to give the Architect and Engineer the opportunity to review the fabricator's version of the product (along with particulars specific to that particular product), prior to fabrication. References to the Contract Documents, Construction Documents, Drawings, Plans, and Specifications assist the Architect and Engineer in their review of the Shop Drawings. Attachment of manufacturer's material specifications, "catalog cut sheets," and other manufacturer's information may be provided to accompany Shop Drawings. Because Shop Drawings facilitate the Architect's and Engineer's approval of the system, they should be as clear and complete as possible so they may be reviewed by Architect or Engineer for the Project.

15.2.3 *Shop Drawing Requirements*. The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information

furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

- 15.2.4 *Not a Reproduction of Architectural or Engineering Drawings.* The shop drawing are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.
- 15.2.5 *Shop Drawings Engineering Requirements:* Some shop drawings require an engineer stamp to be affixed on the drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.
- 15.2.6 *DSA Approvals Required Prior to Work.* No work on a Shop Drawing that requires DSA approval may proceed until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for corrections in Contractor's Schedule as required pursuant to Article 9.
- 15.2.7 *Shop Drawing Identification.* All Shop Drawings must be properly identified with the name of the Project and dated, and accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.
- 15.3 Deferred Approvals. Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for deferred approvals in Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 has specific requirements for deferred approvals as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 9
- 15.3.1 *DSA Approvals Required Prior to Work.* No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 9.
- 15.4 Submittals and Samples
- 15.4.1 *Information Required With Submittals:* Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the specification and addenda.
- 15.4.2 *Description of Use and Performance Characteristics:* Information should be furnished describing the normal use and expected performance of the product. The Architect and



Contractor review this information to confirm that the product is appropriate for the intended use.

- 15.4.3 *Size and Physical Characteristics:* The size and physical characteristics, such as adjustment capabilities, which is reviewed by both the Contractor and Architect. The Contractor has the most available information for comparing adjoining materials and equipment. The Contractor also needs to know the size and weight of the equipment for lifting and handling considerations.
- 15.4.4 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the specification are being met by the product.
- 15.4.5 *Contractor Responsible for Jobsite Dimensions:* Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.
- 15.4.6 *Full Range of Samples Required (When Specific Items Not Specified).* Except in cases where the exact color and type of item is specified since the District is utilizing items Standardized or pre-selected by District, the full range of color, graining, texture, or other characteristics are anticipated for review in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products. Products delivered or erected without Submittal and approval without providing a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate.
- 15.4.7 *Labeling of Samples.* All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date.
- 15.4.8 *Transmittal letter.* All samples shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number.
- 15.4.9 *Labels and Instructions.* All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.
- 15.4.10 *Architect's Review.* The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures. In the cases where a CM is hired by the District, CM may be the party that receives and performance logging and initial processing of the Samples. CM may, in some cases, reject samples that are not in conformance with Contract requirements.

## 15.5 Submittal Submission Procedure

- 15.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative

form, as well as “clouding” on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. In the case where a CM is hired on the Project, the CM may be designated to receive the Submittals for the Project, log the Submittals, and in some cases reject Submittals that do not conform to Contract requirements.

- 15.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers’ descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect.
- 15.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, product data, or samples are subject to charge to the Contractor pursuant to Article 10.4.
- 15.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a shop drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.
- 15.5.5 *District’s Property.* All Submittals, Shop Drawings, computer disks, constructability reviews, schedules, annotated specifications, samples and other Submittals shall become the District’s property upon receipt by the District or Architect.
- 15.6 Schedule Requirements for Submittals. Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor’s “Schedule for Submission of Shop Drawings and Samples” as required in the scheduling portion of the CSA at Article 9 and the Specifications (as long as the Specifications do not conflict with CSA. In the case of conflict, the conflicting provision shall be controlled by the CSA and the remaining specification sections shall be interpreted as if the CSA language is inserted) with such promptness as to cause no delay in its own Work or in that of any other contractor or Subcontractor but in no event later than thirty five (35) days after the Notice to Proceed is issued except in the specific cases noted as an exception as set forth below. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have Shop Drawings and samples submitted in accordance with this Article 15 and the Schedule. Each Subcontractor shall submit all Shop Drawings, samples, and manufacturer’s descriptive data for the review of the District, the Contractor, and the Architect through the Contractor.
- 15.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times,

manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

15.6.1.1 All Submittals for the Project except those specifically agreed upon by District and Architect, in writing, shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 15.6 is waived. Contractor shall order materials and ensure prices are honored and secured for the Project.

- a. Structural Steel may be included as a Submittal later than 35 days if Structural Steel is a significant portion of the Work, at least one or some of the Project is a structural steel structural system, or as specifically agreed upon by the Architect or District.
- b. It is specifically agreed that submissions of structural steel Submittals shall not be piecemeal (unless some portion is requested separately by the Owner or Architect), shall provide complete designs, shall be stamped by the Structural Steel Subcontractor, Contractor, and Structural Steel Subcontractor's structural engineer at time of submission and as further addressed in this Article.
- c. In no case shall the submission of Structural Steel Drawings delay the critical path for the schedule. If a Milestone is provided for submission of complete structural steel Shop Drawings then the date shall be no later than as set forth in the Milestone

15.6.1.2 Exceptions to Submittal Within Thirty-Five (35) Days by Written Agreement. A written request detailing the specific reasons for a submission later than 35 days due to complexity of design, or non-critical path status of the Submittal shall be submitted at the time the Baseline Schedule is submitted. The Baseline Schedule shall not include a delayed Submittal until written agreement is provided. In addition to the request for providing a Submittal after the thirty-five (35) day period, a copy of the Contract with the Subcontractor who shall be performing the Submittal, a written statement from the Subcontractor verifying that work has commenced on the Submittal and providing Subcontractor's own schedule of milestones and completion dates, and a corresponding Submittal designation in the Schedule as required under Article 9

- a. Approval of a delayed Submittal shall not result in any increase in the Contract Price or result in an extension of time for the completion of the Project.

15.6.1.3 Piecemeal Submissions of Submittals. Piecemeal Submittals mean providing portions of Shop Drawings or Submittals as they are being completed. The submission of piecemeal Submittals results in the appearance of a submission when there is inadequate information for the Architect or Engineer to adequately review a submission. Piecemeal differs from submission of complete buildings or phases of buildings or complete assemblies. The Architect may agree to allow

submission of single buildings or areas as long as the Submittals are complete.

15.7 General Submittal Requirements

15.7.1 *Contractor Submittal Representations.* By submitting Shop Drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

15.7.2 *Contractor Coordination.* By submitting Shop Drawings, Submittals, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule. Contractor shall stamp, sign, and date each Submittal indicating its representation that the Submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each Shop Drawings:

“The [contractor] has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Shop Drawing or Submittal has been coordinated with all other Shop Drawings and Submittals received to date by me as Contractor and this duty of coordination has not been delegated to Subcontractors, material suppliers, the Architect, or the Engineers on this Project.

\_\_\_\_\_  
Signature of Contractor and date

15.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, product data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Article 16. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Article 16, “Substitutions.”

15.7.4 *Contractor Responsibility for Shop Drawings Conformance to Contract Documents.* Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper Shop Drawings in accordance with the Contract Documents.

15.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Contractor.

15.7.6 *Shop Drawings and Submittals Shall Not Be Used as a Method to Make a Substitution.* Shop drawings and Submittals shall not be used as a means of

requesting a substitution or to make changes in the Contract Documents. If changes are made to the Contract Documents through the Shop Drawings, the Architect shall have the right to reject the Submittal. If the Architect does not note the deviation from the approved Construction Documents, the Contractor is still responsible for the change and the Architect or the District may require the Shop Drawings be revised to properly reflect the approved Contract Documents. The Architect or District may also require that the Contractor bear all costs under Article 10.4 and consequential damages associated with a CCD to revise Construction Documents to accommodate the deviation from approved Construction Documents.

- 15.7.7 *Extent of Review.* In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing Subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

## 16. REQUEST FOR SUBSTITUTIONS

- 16.1 For purposes of this provision the term "substitution" shall mean a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor.
- 16.2 Public Contract Code section 3400 does not apply to this agreement since the materials, services, and equipment used has been investigated as part of the Due Diligence investigation by Contractor and incorporated in the overall GMP.
- 16.3 Contractor may submit requests together with substantiating data for substitution of any "or equal" material, process or article. Any savings generated from the substitution shall be considered Project Savings under Article 7. The District shall not be responsible for any costs of Contractor associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. The data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include:
1. Is equal in quality/service/ability to the Specified Item;
  2. Will entail no changes in detail, construction, and scheduling of related work;
  3. Will be acceptable in consideration of the required design and artistic effect;
  4. Will provide no cost disadvantage to the District;
  5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and

6. Will required no change of the construction schedule
- 16.4 Failure to submit all the needed substantiating data, including the signed affidavit, to the Architect in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The District is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package initially.
- 16.5 Contractor shall bear the costs of all architectural and engineering work, DSA CCD review fees, and other costs associated with the review of submittals for substitution. See Article 10.4.
- 16.6 Contractor agrees to include the provisions of this Article in all Subcontractor contracts.

17. **EXTRA WORK/MODIFICATIONS (INCLUSION OF CCD COSTS, DSA COSTS, AND AN ICD PROCESS)**

- 17.1 No Changes Without Authorization. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless authorized District representative has approved the cost in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 17, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the authorized District representative (utilizing either a Construction Contingency Amount or a District Contingency Amount), the Architect, and the Contractor.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

- 17.2 Notices of Non-Compliance. Contractor deviation or changes from approved Construction Documents may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Construction Documents, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 17.4.1.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Construction Documents may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Construction Documents shall be the Contractor's responsibility.
- 17.3 Architect Authority. The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.
- 17.4 CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)

17.4.1 *Definitions*

17.4.1.1 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Construction Documents. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 140) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

17.4.1.2 Immediate Change Directive (ICD). An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 19 or determination of partial default under Article 12.2.

An ICD does not automatically trigger an Article 20 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 20 and this Article where applicable.

Refer to Forms for a copy of the proposed Immediate Change Directive form.

17.4.1.3 Use to Direct Change. An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of an Extra, or RFP. A copy of an ICD form is provided in the Forms included with this CSA. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contract may prepare an Extra associated with the ICD pursuant to Article 17. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 19 or take over the Work under Article 12.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for Pricing Purposes as long as the PR is

submitted within the timeline provided by the PR, or within 10 days following issuance of the ICD.

17.4.1.4 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off. In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

- a. *Contractor Compliance with all Aspects of an ICD.* Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 12.2 or Termination of the Contractor pursuant to Article 19.
- b. *Exception in the Case of DSA Issued Stop Work Order.* Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.
- c. *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 10.4.

17.5 Extras Request. Extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents (“Extra Work/Modifications”); and for such purposes, the District may at any time during the life of this Construction Services Agreement by written order, make such changes as it shall find necessary from Construction Contingency if District approves such request in writing. The costs of the Extra Work/Modifications, as established pursuant to this Article, shall be deducted from the Construction Contingency as mutually agreed in writing or the Errors and Omissions Contingency or the Unforeseen Allowance as determined by the District, and shall not affect the GMP.

17.5.1 *Format.* The following format shall be used, as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract. A copy of a proposed Construction Change Document form is provided in Division 1 of the Specifications. The most stringent guidelines will apply to all forms.

EXTRA

CREDIT



	<u>EXTRA</u>	<u>CREDIT</u>
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Equipment (attach invoices)	_____	_____
(c) Labor Not to Exceed Applicable Prevailing Wage Rates (attach itemized hours and rates)	_____	_____
(d) Subtotal (a-d)	_____	_____
(e) If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed 10% of item (d).	_____	_____
(f) Subtotal	_____	_____
(g) Contractor's Overhead and Profit: Not to exceed 10% of Item (d) if Contractor performed the work. No more than 5% of Item (d) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed 10% if Item (d), and portions performed by Subcontractor shall not exceed 10% of Item (d)	_____	_____
(h) Subtotal	_____	_____
(i) Bond not to exceed one percent (1%) of Item (h)	_____	_____
(j) TOTAL	_____	_____
(k) Time/ Days	_____	_____

The undersigned Contractor approves the foregoing Extra Work as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said Extra Work, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein. It is understood that said Extra Work shall be effective upon approval from the District's Designee if such amounts are against the GMP and if Owner Contingency is used when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

- 17.5.2 Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) BUSINESS DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM under Article 20. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within the ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Section.
- 17.5.3 All costs associated with the Extra Work/Modification may be in terms of time, money or both.
- 17.6 Deductive Change Orders
- 17.6.1 All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 17.5 (a)-(d) only setting forth the actual costs incurred. Except in the case of an Article 12.2 or 29.4 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead.
- 17.6.2 For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 12.2 or Article 29.4, there shall be no mark-up.
- 17.6.3 District may, at any time, after a Deductive Change Order is presented to Contractor by District for items under Article 12.2 or Article 29.4 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment or the Retention Payment.

## 18. TIME OF COMPLETION

- 18.1 ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETE WITHIN THE CALENDAR DAYS DESIGNATED IN ARTICLE 3 FROM THE NOTICE TO PROCEED. SAID CONTRACT TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS ALLOWED UNDER THE CONTRACT DOCUMENTS. IF THE PROJECT IS NOT SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE SINCE CONTRACTOR HAS OVERSTAYED ITS LEASE TERM. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR'S EXTENSION OF THE LEASE SHALL RESULT IN LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM SET FORTH IN ARTICLE 3 FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS SUBSTANTIALLY COMPLETED. CONTRACTOR AND ITS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES FOR

OVERSTAYING THE LEASE. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.

- 18.2 Within five (5) business days after the Project commencement date in the District's Notice to Proceed, Contractor shall furnish District with a Baseline CPM (Critical Path) Schedule pursuant to Article 9. The Contractor shall include the District's occupancy requirements showing portions of the Projects having occupancy priority.
- 18.3 Contractor shall not be charged for liquidated damages, as set forth in the Agreement, for materially differing underground soil conditions than those outlined in the soils report and from hazardous substances that are encountered that are not documented in the Contract Documents or in the Due Diligence Documents provided to Contractor.
- 18.3.1 In case of encountering such unforeseen conditions noted above, Contractor shall notify the District in writing immediately and no later than seven (7) days following encountering the unforeseen condition. After providing written notice, Contractor shall test and provide District with Test results (unless District chooses to test) and shall proceed with Work based on the Test results. A Change Order pursuant to Article 17 shall be submitted. All time and expenses shall be verified with the Inspector or District Designee either on the day the extra work occurs, but no later than 10 am the following business day.
- 18.3.2 Change Orders associated with approved unforeseen conditions shall be billed as Change Order Work and allocated to the Unforeseen Allowance, and if the Unforeseen Allowance is exceeded, the District, in its sole and absolute discretion, may allocate such costs to the District Contingency to the extent unforeseen conditions as defined in this Article are encountered.
- 18.4 Contractor shall within ten (10) calendar days of beginning of any such delay notify District in writing of causes of delay. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Contractor agrees that the extension of time granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above. For any such delay resulting from the actions or inactions of Architect, District, or their officers, agents, and employees, or changes to the scope of the Work which impact the schedule, Contractor shall be entitled to reimbursement for its reasonable additional costs resulting from such delay, but not any additional profit or fee.
- 18.5 Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that District will suffer extreme prejudice should Contractor fail in any way to comply with this requirement. Failure to comply with the procedures and time limits established in this Article shall constitute a waiver of such request. Evidence presented by Contractor that District had actual notice of the time extension request, that District was not prejudiced by Contractor's failure to comply with this requirement, and/or that District considered Contractor's request despite Contractor's failure to strictly comply with this provision shall not render this requirement unenforceable.
- 18.6 Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost or advance payment from District to assure that there will be no delays. An extension of time will not be granted for a delay caused by a shortage of materials.

- 18.7 Contractor shall not be entitled to additional compensation for delays within its control. Contractor is aware that governmental agencies, such as the Department of General Services, gas companies, electrical utility companies, water districts and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. In the event of delays to the Project from such agencies for which Contractor has no control, provided such delays are not caused by Contractor's or any Subcontractor's acts or omissions, Contractor may be entitled to a time extension for such delays, but shall not be allowed additional compensation for the costs of such delays not impacting the Project's critical path.
- 18.8 District reserves the right to occupy any building or portion thereof or use any improvement contemplated by the Contract Documents prior to the completion of the entire Project. A list of work to be completed and corrected by Contractor, if any, shall be prepared and agreed to between District and Contractor before any such occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the Project but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement or equipment so used; provided, however, that such occupancy or use shall not start the guaranty-warranty period as to items appearing on the list of work yet to be completed and corrected or as to structures or improvements (or portions thereof) that are not occupied or used. No such occupancy or use shall be deemed to have occurred unless and until District has given Contractor written notice of its intention to so occupy or use any particular structure or improvement specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used. District and Contractor shall take reasonable steps to obtain the consent of Contractor's insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse of or reduction of such insurance. Such occupancy or use by District shall relieve Contractor of (and District shall assume) the responsibility for injury or damage to said occupied or used portions of the Project resulting from use by District or the public or from the action of the elements or from any other cause, except injury or damage resulting from the operations, negligence or intentional acts of Contractor, any Subcontractors or materialmen of any tier, or their officers, employees or agents.

## **19. TERMINATION OF AGREEMENT**

### **19.1 Termination for Breach.**

- 19.1.1 If the Contractor refuses or fails to proceed with the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to Complete the Project within the Contract Time, or if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its Subcontractors should violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Contractor and its Surety of the District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to that effect that the Contractor's right to perform work on the Project shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.
- 19.1.2 In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give the District written notice of Surety's intention to take over and commence performance of this Construction Services Agreement within fifteen (15) days of the District's service of

said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract(s) or by any other method it may deem advisable for the account and at the expense of the Contractor.

19.1.3 In the event that the District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Article.

19.2 Termination for Convenience.

19.2.1 The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.

19.2.2 The District shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

19.2.3 After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice of Termination.
2. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
3. Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.
6. Submit to the District's Representative, within ten (10) days from the Project termination date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Project termination date, including termination costs related to demobilizing and closing out the Project, found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs the Contractor is

authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project termination date found in the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

19.2.4 Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.

19.2.5 In the event that the District exercises its right to terminate this Construction Services Agreement pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement the following amounts not already paid to Contractor:

1. All actual costs incurred according to the provisions of this Construction Services Agreement including but not limited to insurance costs incurred in connection with the Project.
2. A reasonable allowance for profit on the cost of the work on the Project performed and not otherwise paid for the District, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed five percent (5%) of costs. In no event shall the total amount exceed GMP.
3. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Article.

19.3 Termination of Agreement by Contractor. The Contractor may terminate the Construction Services Agreement upon ten (10) days written notice to the District, whenever: (1) there is a substantial failure of performance on the part of the District; or (2) the District shall elect not to appropriate funds and/or not to make two (2) successive Sublease Prepayments (if exercised by the District in its sole discretion) following the receipt by District of a request from the Contractor in its capacity as Lessor for each such Sublease Prepayment pursuant to Article 21 of the Sublease. In the event of such termination, the Contractor shall have no claims against the District except for payment for the value of the work performed on the Project as of the date of termination.

19.4 Assignment of Subcontractors and Suppliers. If the Contract is Terminated, Contractor shall provide District copies of all subcontracts, purchase orders, addenda, invoices, payment records, and Project files associated with each Subcontractor and Material Supplier. The District shall have the option to assume any Subcontracts, contracts or purchase orders the District chooses. To the extent that vendors are not paid in full for the labor, materials, or services provided, Contractor shall provide an accounting statement showing the amounts paid and the amounts due to the Subcontractor and a statement on the anticipated payment status associated with the Termination.

19.5 Continuation of Work During Disputes. In the event of a dispute between the parties as to performance of the work or the interpretation of this contract, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion and shall neither rescind nor terminate the agreement.

## 20. RESOLUTION OF AGREEMENT CLAIMS

20.1 Decision of Architect. “Disputes” or “Claims” as defined in Article 20.9.1.1 between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Article 20.2 within ten (10) days after Contractor’s Article 17 request for extra work/ modification is denied. If there is a CM, the CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, as provided in Article 20.5, shall be required as a condition precedent to proceeding with remedies set forth in Article 20.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has failed to take action required under Article 20.5 within the time periods required therein; or (3) the Dispute or Claim relates to a stop notice claim not arising from any extra Change Order or Immediate Change Directive for which approval has not been provided.

20.2 Architect’s Review. The Architect (and CM) will review the Dispute and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the Dispute; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the Surety, if any, of the nature and amount of the Dispute..

20.2.1 *Architectural Immunity.* Architect review of Disputes and Claims shall be impartial and meant to resolve Disputes and Claims. Pursuant to the case, Huber, Hunt & Nichols, Inc. v. Moore (1977) 67 Cal.App.3d 278, the Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes and Claims between the District and Contractor.

20.3 Documentation if Resolved. If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.

20.4 Actions if Not Resolved. If a Dispute has not been resolved and all documentation requested pursuant to Article 20.2 has been provided, the Contractor shall, within ten (10) days after the Architect’s initial response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Article 20.2.

20.5 Architect’s Written Decision. If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) shall provide a written decision twenty (20) days after compliance with Article 20.4. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both. The Architect may also request reasonable additional time to complete Architect’s written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the District under Article 20.9.

20.6 Continuing Contract Performance. Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the Project is located, after the Project has been completed, and not before.

20.6.1 *District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process.* At the District's sole option, in order to more efficiently resolve Claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual Disputes or Claims, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING DISPUTES OR CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

20.6.1.1 If there is no Retention remaining on the Project, individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.

20.6.1.2 The Arbitration process shall not toll the Disputes or Claims process under Article 20 or the requirement to submit Claims to Court under Article 20.13.

20.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface. When any excavation or trenching extends greater than four feet below the surface:

20.7.1 *Immediately upon discovery,* The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing of any:

20.7.1.1 Subsurface or latent physical conditions at the Site differing from those indicated in the Drawings, Specifications, or pursuant to the documents and information from Contractor's Due Diligence or Due Diligence Documents.

20.7.1.2 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

20.7.1.3 Hazardous waste condition, except, if Contractor's bid includes removal or disposal of hazardous substances, or is part of Contractor's Due Diligence or Due Diligence Documents. Material that the Contractor believes may be a material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, is required to



be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law. In such case, the notice procedures and requirements of Article 17.5.2 shall apply.

- 20.7.2 *The District shall investigate the conditions*, and if District finds that the conditions do materially so differ, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order or Construction Change Document under the procedures described in the Contract.
- 20.7.3 *In the event that a dispute arises between a public entity or District and the Contractor whether the conditions materially differ, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled Completion Date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.*
- 20.8 Dispute Concerning Extension of Time. If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Article 18. Upon completion of the procedures set forth under Article 18, Contractor must then comply with the requirements in this Article including those set forth under Article 20.9.
- 20.9 Claims Procedures. Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements under Article 20 to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 21 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.
- 20.9.1 *Procedure Applicable to all Claims*
- 20.9.1.1 Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for: (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract; (2) payment by the District of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided for or to which the Contractor is not otherwise entitled to; or (3) an amount of payment disputed by the District. If the Claim is for damages associated with a DSA Stop Work Order, the Contractor shall not be entitled to a request for Compensation, but shall be entitled to utilize Governmental Delay Float (See Article 9.2.1.)
- 20.9.1.2 Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written Claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the Work covered by this Contract.
- 20.9.1.3 Claim Notification: The Contractor shall within seven (7) calendar days after the written decision of the Architect, or if the time period for Architect's decision has passed under Article 20.5, submit a notification in writing sent by registered mail or certified mail with

return receipt requested, with the District (and the District's CM) stating clearly the basis for the Claim and including all relevant and required documents. If the notification is not submitted within seven (7) days after the written decision of the Architect or the passage of time under Article 20.5, the Contractor shall be deemed to have waived all right to assert the Claim, and the Claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the District. All Claims shall be reviewed pursuant to Articles 20.1 through 20.5.

20.9.1.4 The Formal Notification of Claim must be presented as follows:

- a. The term "Claim" must be at the top of the page in no smaller than 20 point writing.
- b. All documentation submitted pursuant to Article 20 to the Architect shall be submitted with the title "claim."
- c. A stack of documents, copy of all Project documents, or the submission of random documents shall not constitute an adequate reference to supporting documentation
- d. Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.

20.9.1.5 Reasonable Documents to Support Claim: The Contractor shall furnish reasonable documentation to support the Claim. The Contractor shall provide all written detailed documentation which supports the Claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the required reasonable documentation to support the Claim shall include, without limitation:

- a. Cover letter.
- b. Summary of factual basis of Claim and amount of Claim.
- c. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.
- d. Documents relating to the Claim, including:
  1. Specifications sections in question.
  2. Relevant portions of the Drawings
  3. Applicable Clarifications (RFI's)
  4. Other relevant information, including responses that were received.
  5. Contractor Analysis of Claim merit.
    - (a) Contractor's analysis of any Subcontractor vendor claims that are being passed through.
    - (b) Any analysis performed by outside consultants.

- (c) Any legal analysis that Contractor deems relevant.
- e. Breakdown of all costs associated with the Claim.
- f. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path in conformance with the requirements of Article 9 and a chronology of events and related correspondence.
- g. Chronology of events and related correspondence.
- h. Applicable daily reports and logs.
  - 1. If the daily reports or logs are not available, lost or destroyed, there shall be a presumption that the lost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
- i. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid or cost documents (and associated original unaltered metadata).
  - 1. The metadata and bid or cost information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the bid or cost documentation should remain intact and available for review and inspection in case of this type of increased cost Claim.
  - 2. This data on the bid or cost information shall be made available to any District attorneys or experts and shall also be utilized as evidence for any legal proceedings.
  - 3. If the bid or cost documentation is not available, lost or destroyed, there shall be a presumption that the lost bid or cost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
- j. Certification: The Contractor (and Subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:
  - 1. That the Contractor has reviewed the Claim and that such Claim is made in good faith;
  - 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
  - 3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.

4. That the Contractor is familiar with Government Code section 12650 et seq. and Penal Code section 72 and that false claims can lead to substantial fines and/or imprisonment.
- k. Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- l. Upon receipt of a Claim and all supporting documents as required above, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period provided in this paragraph.
- m. If the District needs approval from its governing Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the governing Board after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- n. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph t below shall apply.
- o. If the Contractor disputes the District's written response, or if the District fails to respond to a Claim issued pursuant to Article 20.9 within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the Claim.
- p. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District

and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures in Article 20.13.

- q. For purposes of Article 20.9, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- r. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to Article 20.9 shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.
- s. This Claims process does not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under Article 20.9 does not resolve the parties' Claim. This Claims process does not preclude the District from submitting individual Disputes or Claims to binding arbitration pursuant to Article 20.12 below.
- t. Failure by the District to respond to a Claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of Article 20.9 shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of Article 20.9, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
- u. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against a District because privity of contract does not exist, the Contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the

Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

- v. Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.
- w. The Contractor's Claim shall be denied if it fails to follow the requirements of this Article.

- 20.10 District (through CM or District's Agent or Attorney) May Request Additional Information. Within thirty (30) days of receipt of the Claim and the information under this Article, the District may request in writing any additional documentation supporting the Claim or documentation relating to defenses to the Claim which the District may assert. If additional documents are required, the time in which the Claim is evaluated may be extended by a reasonable time so the Claim and additional documents may be reviewed.
- 20.11 Claims Procedures in Addition to Government Code Claim. Nothing in the Claims procedures set forth in Article 20 of the CSA shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.
- 20.12 Binding Arbitration of Individual Claim Issues. To expedite resolution of Claims pursuant to Public Contract Code section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 20.6.1.
- 20.13 Resolution of Claims in Court of Competent Jurisdiction. If Claims are not resolved under the procedure set forth and pursuant to Article 20.9, such Claim or controversy shall be submitted to a court in the County of the location of the Project after the Project has been completed, and not before
- 20.14 Warranties, Guarantees and Obligations. The duties and obligations imposed by this CSA and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the Contract Documents and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

## **21. MAINTENANCE OF RECORDS; AUDIT/OWNERSHIP OF DOCUMENTS**

- 21.1 State Audit. Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

- 21.2 District Audit. Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Change Orders, Response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment the Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 20 entitled Disputes.
- 21.3 Failure to Produce Books or Records. If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to Debar the Contractor from future Projects for failure to preserve records under this Article and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce Job Cost Data tied to Job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce daily time records (prepared at or near the time of the Work actually took place shall be presumed an intentional failure to produce key audited records.
- 21.4 Inefficiency, Acceleration or Delay Claims. If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid or cost tabulation utilized in submitting Contractor's cost for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid or cost tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid or cost tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid or cost tabulation for inspection to prove the authenticity of the underlying bid or cost tabulation. Failure to produce the bid or cost tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid or cost tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid or cost tabulation was not produced and the bid or cost tabulation information was unfavorable to the Contractor. The evidence may also be used in Debarment Proceedings, and noted as an exception to an Audit Findings.
- 21.5 Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to Audit Findings and if either there is no Dispute of the Audit findings under this Article or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek any Savings that have not been accounted for with District and may also seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims.
- 21.6 Ownership of Drawings. Notwithstanding any provision of this Agreement, all drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

22. **PREVAILING RATES OF WAGES; RECORDS, APPRENTICES**

22.1 Wage Rates. Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations (“Director”). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

22.2 Holiday and Overtime Pay. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law

22.3 Wage Rates Not Affected by Subcontracts. The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

22.4 Per Diem Wages. The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

22.5 Forfeiture and Payments. Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor’s failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

23. **RECORDS OF WAGES PAID**

23.1 Payroll Records

23.1.1 Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.



- 23.1.2 All payroll records shall be certified and submitted to the District with each application for payment, but not less than once per month or as otherwise requested by the District. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
- 23.1.3 A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- 23.1.4 A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
- 23.1.5 A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- 23.1.6 Unless required to be furnished directly to the Labor Commissioner in accordance with Labor Code section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- 23.1.7 The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
- 23.1.8 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- 23.1.9 The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 23.1.10 The Contractor or Subcontractor(s) shall have ten (10) calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period,

the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from Progress Payments or Retention Payment then due.

23.1.11 Responsibility for compliance with this Article shall rest upon the Contractor.

23.2 Withholding of Payments & Penalties

23.2.1 The District may withhold or delay Progress Payments to the Contractor or a Sublease Payment or Retention if:

23.2.1.1 The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or

23.2.1.2 The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or

23.2.1.3 The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or

23.2.1.4 The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or

23.2.1.5 The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

24. APPRENTICES

24.1 Apprentice Wages and Definitions. All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

24.2 Employment of Apprentices. Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade"

as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

- 24.3 Submission of Contract Information. Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contact, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within sixty (60) days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.
- 24.4 Apprentice Fund. The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing its bid or costs for the Contract.
- 24.5 Prime Contractor Compliance. The responsibility of compliance with this Article 13 §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.
- 24.6 WHEN DETERMINING GMP, CONTRACTOR SHALL INCLUDE TO THE EXTENT POSSIBLE ANTICIPATED GENERAL PREVAILING WAGE RATES FOR THE TIME WHEN WORK ON THE PROJECT WILL ACTUALLY BE PERFORMED.

25. **REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS**

- 25.1 Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract Documents and subject to termination for cause.
- 25.2 An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

- 25.3 The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold Progress Payments or Retention Payment if the District is notified, or determines as the result of its own investigation, that Contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).
- 25.4 The Labor Commissioner and the Division of Labor Standards Enforcement (DLSE) may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.
- 25.5 Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner's office. The failure of the Labor Commissioner, DLSE, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.
- 25.6 Prior to commencing any Work on the Project, the Contractor shall post the notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

**26. HOURS OF WORK**

- 26.1 Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.
- 26.2 Generally, construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., however nothing herein shall prevent Contractor from working weekends and after school hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.

- 26.3 Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Article 9, Extra Work/Modifications.

**27. SKILLED AND TRAINED WORKFORCE**

- 27.1 Contractor and all Subcontractors of any tier must comply with the requirements set forth in Education Code section 17407.5, including providing an enforceable commitment that the Contractor and all Subcontractors of any tier will use a “Skilled and Trained Workforce” as defined in Education Code section 17407.5 (b)(3). Contractor and all Subcontractors are to carefully review all requirements set forth in Education Code section 17407.5 before entering into the Contract for the Project.
- 27.2 The Contractor’s commitment that a Skilled and Trained Workforce will be used to perform Work on the Project and the Contract shall be established by the following:
- 27.2.1 Contractor shall include in all of its subcontracts, and Subcontractors shall require in its subcontracts of any tier, mandatory compliance with Education Code section 17407.5.
- 27.2.2 Contractor shall provide to the District’s Governing Board, on a monthly basis while the Project or Contract is being performed, a written report demonstrating that the Contractor and all Subcontractors of any tier are complying with the requirements set forth in Education Code section 17407.5. If the Contractor fails to provide this monthly report, the District shall immediately cease making payments (Sublease Payments or Retention Payment) to the Contactor.
- 27.2.3 The monthly report provided to the District’s Governing Board as required above shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), and shall be open to public inspection.
- 27.2.4 Contractor’s commitment that a Skilled and Trained Workforce will be used to perform Work on the Project and the Contract may also be established by the Contractor providing evidence and any other information or documents reasonably requested by the District showing that the Contractor has entered into a project labor agreement that includes the requirements of Education Code section 17407.5(c) that will bind the Contractor and all its Subcontractors of any tier performing Work on the Project or Contract.
- 27.3 If the District’s Governing Board has entered into a project labor agreement that will bind all contractors and subcontractors performing Work on this Project or Contract that includes the requirements of Education Code section 17407.5(c), the Contractor’s agreement that it will become a party to that project labor agreement shall satisfy the requirements under Education Code section 17407.5(c).
- 27.4 If the Contractor or Subcontractor of any tier is not in compliance with all of the requirements set forth in Education Code section 17407.5, the District shall exercise any rights or remedies allowed under Education Code section 17407.5 or other applicable law.

**28. PROTECTION OF PERSONS AND PROPERTY**

- 28.1 Fingerprinting. If any portion of the work for the Project is to be performed at an operating school, Contractor shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with District’s pupils. Contractor shall also ensure that its Subcontractors on the Project comply with

the applicable requirements of Sections 45125.1 and 45125.2. To this end, Contractor and its Subcontractors must provide for the completion of the Fingerprint Certification form attached as Exhibit "F" and incorporated herein by this reference prior to commencing work on the Project. In no event shall any employees of Contractor or its Subcontractors come into contact with District's pupils before the certification is completed. Contractor's failure to comply with this law shall be considered a material breach of the Agreement upon where the Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor. Contractor and Subcontractor personnel on Site shall not have been convicted of any criminal offense which may have a discernible adverse impact on District or its students. Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the Site any employee in violation of these requirements as determined by Contractor or by District. Contractor shall impose these requirements on its Subcontractors.

- 28.2 Contractor has been advised and is aware that District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Contractor shall be responsible for the enforcement of District's tobacco-free policy among all Contractor's employees and Subcontractors while on District property. Contractor understands and agrees that should any employee or Subcontractor of Contractor violate the Board Policy, after having already been warned once for violating District's tobacco-free policy, Contractor shall remove the individual for the duration of the Project. Contractor shall not be entitled to any additional compensation and/or time in completing the Project as a result of such removal.
- 28.3 Contractor shall take all steps necessary to insure that employees of Contractor or any of its Subcontractors' employees do not use, consume, or work under the influence of alcohol or illegal drugs while on the Project. Contractor shall prevent any of its employees or its Subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Contractor shall also prevent its employees or Subcontractors' employees from bringing any animal onto the Project.
- 28.4 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District.
- 28.5 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.
- 28.6 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by

District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

- 28.7 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- 28.8 Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.
- 28.9 Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The Contractor shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.
- 28.9.1 All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
- 28.9.2 Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.
- 28.10 Contractor shall (unless waived by District in writing):
- 28.10.1 When performing construction on existing sites, become informed and take into specific account the maturity of the students on the site; and when performing work which may interfere with the school routine before, during or after school hours, enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.
- 28.10.2 Not allow any person, other than workers on the Project, or individuals authorized by District to come upon any portion of the premises where work is being performed. Contractor shall require all workers on the Project to be conspicuously identified either by a firm logo on their clothing, or by means of a prominent identification badge.
- 28.10.3 Provide substantial barricades around any shrubs or trees indicated to be preserved.
- 28.10.4 Deliver materials to building area over route designated by District.
- 28.10.5 Take preventive measures to eliminate dust.

- 28.10.6 Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District regarding signs, advertising, fires, smoking, the presence of liquor, and the presence of firearms and require that all workers comply with all regulations while on construction site.
- 28.10.7 Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer at no cost to District.
- 28.10.8 Not allow personal radios on the work site
- 28.10.9 Where the Project involves work at an operating school, inform and take such preventive measures necessary to insure that all employees, Subcontractors and other individuals authorized on the Project site refrain from any personal contact or conversations with the students on site.
- 28.10.10 Contractor shall not impose structural loading upon any part of the work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the work. The design of all temporary construction equipment and appliances used in construction of the work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. Contractor shall take reasonable and customary precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the work. The installation of such bracing or shoring shall not damage the work in place or the work installed by others. Any damage which does occur shall be promptly repaired by Contractor at no cost to District.
- 28.10.11 Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by Contractor for the Project, which will cover all work performed by Contractor and its Subcontractors. All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, District, and all insurance carriers. Subcontractors shall immediately, within twenty four (24) hours, report in writing to Contractor all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to District giving full details of the accident.
- 28.10.12 Contractor and Subcontractors shall use only those ingress and egress routes designated by District, observe the boundaries of the Site designated by District, park only in those areas designated by District, which areas may be on or off the Site, and comply with any parking control program established by District, such as furnishing license plate information and placing identifying stickers on vehicles.
- 28.10.13 Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in District's reasonable discretion.



- 28.10.14 Contractor shall, for all contracts involving state funds, submit a “Drug-Free Workplace Certification.” Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its Subcontractors’ employees report for work in a manner fit to do their job. Such employees shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the site any employee in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its Subcontractors.
- 28.10.15 Contractor and Subcontractors shall at all times enforce strict discipline and good order among their employees and other persons carrying out the Contract and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article. Any person in the employ of Contractor or Subcontractors whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the work Site and shall not again be employed on it except with written consent of District. Contractor must sign and cause all Subcontractors to sign the Conduct Rules for Contractors form attached as Exhibit “I” and incorporated herein by this reference prior to commencing work on the Project.
- 28.11 Contractor shall be at all times during the performance of work hereunder in full compliance with the provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) in the hiring of its employees, and Contractor shall indemnify, hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of Contractor’s failure to comply strictly with the IRCA.

## **29. PAYMENTS AND RETENTION**

The Construction Cost of the Project shall not exceed the GMP, except as otherwise provided in this Construction Services Agreement and Sublease. During the progress of construction, Contractor will provide monthly progress payment applications for the total scheduled value of the work completed under the GMP set forth in Article 3. District shall pay to Contractor a monthly progress payment comprising a sum equal to ninety-five percent (95%) of the scheduled value of the work approved and completed up to the last day of the previous month, less aggregate of previous payments (“Progress Payment”). If all of the necessary information is submitted and accurate (including the schedule of values), District shall approve the Progress Payments within fifteen (15) days after District’s receipt of the periodic estimate for partial payment and District shall pay such payments within fifteen (15) days after the District’s approval of the periodic estimate for partial payment. Progress Payments shall be made on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and certified by Architect and Project Inspector, or any other approved representative of the District, and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this document and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning non-complying work or any portion thereof given by the District lacks correction by Contractor. District shall withhold from the Progress Payments 150% of the estimated value of non-complying work unless satisfactorily corrected or remedied. Contractor shall, at a minimum, provide the following documents as part of its request for a Progress Payment: (1) Schedule of Values, (2) Project Contingency Trackers, (3) Project Allowance Trackers, (4) Project Savings Reports (Refer

to the Project Savings Section for the Project Savings Items) including the budget versus actual costs of Project Management and General Condition Expenses , (5) Project Daily Reports (Contractor and Subcontractor), (6) Project Safety Reports, (7) Monthly Lien Releases Unconditional and Conditional Waivers (all contractors), and (8) Monthly Schedule Update and Narratives (with Recovery Schedules as needed).

29.1 The District shall retain five percent (5%) "Retention" from Progress Payments and release Retention as required in this CSA and specifically, not until after Close-Out under Article 13.16.

29.2 In no event shall the cumulative total of the Progress Payments/ Sublease Payments and Retention ever exceed the GMP as defined herein, unless specifically allowed under Article 5.

29.2.1 Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or work of this contract shall remain with the Contractor until incorporated into the work and accepted by District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the owner or his authorized representative.

Notwithstanding anything to the contrary stated above, the Contractor may include in its request for payment the value of any structural steel, glue laminated beams, trusses, bleachers and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

29.2.1.1 The aggregate cost of materials stored off-site shall not exceed Twenty Five Thousand Dollars (\$25,000) at any time or as otherwise agreed to be District in writing;

29.2.1.2 Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;

29.2.1.3 With each request for payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;

29.2.1.4 The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;

29.2.1.5 Representatives of the District shall have the right to make inspections of the storage areas at any time; and

29.2.1.6 Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

29.3 Reasons to Withhold Payment. The District may withhold any payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

1. Defective Work not remedied;
2. Stop Notices served upon the District;
3. Liquidated damages assessed against the Contractor;
4. The cost of completion of the Contract if there exists reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Price or by the completion date;
5. Damage to the District or other contractor;
6. Unsatisfactory prosecution of the Work by the Contractor;
7. Failure to store and properly secure materials;
8. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;
9. Failure of the Contractor to maintain As-Built drawings;
10. If, in the District's opinion, the representations to the District required pursuant to Article 9.4 cannot be made;
11. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an application for payment;
12. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));
13. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates;
14. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
15. Failure to properly maintain or clean up the Site;
16. Payments to indemnify, defend, or hold harmless the District;
17. Any payments due to the District including, but not limited to, payments for failed tests, or utilities changes or permits;
18. Failure to submit an acceptable schedule in accordance with Article 9;
19. Failure to pay Subcontractor or suppliers;
20. Failure to secure warranties, including the cost to pay for warranties
21. Failure to provide release from material suppliers or Subcontractors when requested to do so
22. Items deducted pursuant to Article 17.6
23. Incomplete Punch List items under Article 13.6 which have gone through the Article 12.2 process

24. Allowances that have not been used

- 29.4 Reallocation of Withheld Amounts. District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under this CSA to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

- 29.5 Payment After Cure. When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retention or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

### **30. NONCONFORMING WORK**

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

### **31. SUBCONTRACTOR PAYMENTS**

- 31.1 Payments to Subcontractors. No later than ten (10) days after receipt, or pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- 31.2 No Obligation of District for Subcontractor Payment. The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.
- 31.3 Payment Not Constituting Approval or Acceptance. An approved request for a Progress Payment, a Certificate of Substantial Completion, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

- 31.4 Joint Checks. District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District. The District may choose to issue joint checks at District's sole discretion and only after all the requirements of that particular school district and county are specifically met. Some school districts cannot issue joint checks, so the ability to issue joint checks will depend on the District and the specific circumstances.

## 32. SEPARATE CONTRACTS

- 32.1 Reservation of Rights to have other Contractors on Site. District reserves the right to let other contractors enter the Site to perform work as part of its use of the Site. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such Contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Contractor as additional insured
- 32.2 Notice of Coordination of Work. If the proper execution of any part of the Contractor's work on the Project depends upon the work of any such contractors, Contractor shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other contractors prior to commencing its own further work in connection with or in relation to that other work. Further, Contractor is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other contractors prior to its completion. In no event shall the work of such other contractors be covered by the warranty given by Contractor to the District, nor shall Contractor be required to provide insurance for such work.

## 33. USE OF PREMISES/SAFETY

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing facilities on the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

## 34. CLEANING UP

- 34.1 Contractor's Responsibility to Clean Up. Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the Project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

34.2 General Final Clean-Up. Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program.

1. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
2. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean.
3. Repair or replace any damaged materials. Replace any chipped or broken glass.
4. Remove any and all stains.
5. Remove labels that aren't permanent labels.
6. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds
7. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.
8. Remove temporary film that remains on any hardware, doors or other surfaces.
9. Seal the bottom and tops of all doors
10. Special Clean-Up.
11. In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the specifications including, but not limited to:
  - a. Remove putty stains from glazing, then wash and polish glazing.
  - b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.
  - c. Remove temporary protection and clean and polish floors and waxed surfaces.
  - d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint
  - e. Wipe surfaces of mechanical and electrical equipment.
  - f. Remove spots, soil, plaster and paint from tile work, and wash tile.
  - g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.
  - h. Vacuum-clean carpeted surfaces.
  - i. Remove debris from roofs, down spout and drainage system.

34.3 Failure to Cleanup. If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 12.2 and seek a Deductive Change Order.

35. **INSURANCE**

35.1 **Insurance Requirements.** Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least an A status as rated in the most recent edition of Best's Insurance Reports or as otherwise amended in these Contract Documents, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
2. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
3. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
4. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
5. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
6. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
7. Claims involving sudden or accidental discharge of contaminants or pollutants.

35.2 **Subcontractor Insurance Requirements.** The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance required under this Article in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of this Article without prior written approval of the District.

35.3 **Additional Insured Endorsement Requirements.** The Contractor shall name, on any policy of insurance required under this Article, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 33 (04/813), or an ISO CG 20 38 (04/13) and ISO CG 20 37 (04/13) or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to this Article must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

35.4 Specific Insurance Requirements

35.4.1 Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

35.4.2 Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

- |    |  |                |
|----|--|----------------|
| 1. | Per occurrence (combined single limit)             | \$1,000,000.00 |
| 2. | Project Specific Aggregate (for this Project only) | \$2,000,000.00 |
| 3. | Products and Completed Operations                  | \$1,000,000.00 |
| 4. | Personal and Advertising Injury Limit              | \$1,000,000.00 |

35.4.3 Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

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|----|--|----------------|
| 1. | Automotive and truck where operated in amounts   | \$1,000,000.00 |
| 2. | Material Hoist where used in amounts   | \$1,000,000.00 |
| 3. | Explosion, Collapse and Underground (XCU coverage)   | \$1,000,000.00 |
| 4. | In addition, provide Excess Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000.00). |                |

35.5 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance and in comply with Labor Code § 3700.

35.6 Builder's Risk/All Risk

35.6.1 *Course-of-Construction Insurance Requirements.* The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement value basis consistent with the total replacement cost of the structures where work is being performed inclusive of all Work for the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including the



underlying structure where Work is being performed, completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

- 35.7 Fire Insurance. Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District.
- 35.8 Other Insurance. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.
- 35.9 Proof of Insurance. The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:
- 35.9.1 Certificates and insurance policies shall include the following clause:
1. "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."
  2. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
  3. Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.
  4. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Article upon written request of the District.
- 35.10 Compliance. In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 34, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.
- 35.11 No Waiver Created through Payments. The making of any payments under this CSA or the Sublease shall not be construed as creating an insurable risk interest by or for the District or be construed as relieving the Contractor or his Subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to Completion of the Project.

- 35.12 Waiver of Subrogation. Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

35.13 Performance and Payment Bonds

- 35.13.1 *Bond Requirements.* Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

- 35.13.2 *Surety Qualification.* Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.
- 35.13.3 *Alternate Surety Qualifications.* If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.
- 35.13.4 Contractor is hereby authorized to obtain a performance and payment bond from any Subcontractors selected by Contractor at its discretion and cost. Any bonds required by this subsection shall comply with the requirements set forth above.

36. HOLD HARMLESS AND INDEMNITY

Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of

California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- 36.1.1 Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- 36.1.2 Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- 36.1.3 Any dispute between Contractor and Contractor's Subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, Architect or CM, or employees, on account of or founded upon any cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Contractor shall ensure that its contract with each of its Subcontractors contains provisions requiring the Subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article and consistent with the language of this Article.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA") claims arising from failure to comply with the Construction Documents.

### **37. SUBSTITUTION OF SECURITY**

In accordance with Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Construction Services Agreement. At the request and expense of the Contractors, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor.

Upon satisfactory completion of the Construction Services Agreement the securities shall be returned to the Contractor.

**38. TITLE TO WORK**

Title to all work completed and in the course of construction paid for by District and title to all materials on account of which payment has been made by District to Contractor shall vest in District pursuant to the applicable provisions of the Sublease.

**39. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION**

The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. The Contractor's Qualified SWPPP Developer (QSD) shall work with the Architect and its engineers in preparing an approved SWPPP and revising it as necessary or required. It shall be the Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Contractor shall employ a Qualified SWPPP Practitioner (QSP) to implement the approved SWPPP during construction. The Contractor shall comply with all requirements of the State Water Resources Control Board. The Contractor shall include all costs of compliance with specified requirements in the GMP.

Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District, Architect and the District's third party SWPPP consultant.

The Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing the Project caused by the Contractor's failure to comply with the Permit.

**40. EQUAL OPPORTUNITY CLAUSE**

The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:

- 40.1 California Fair Employment and Housing Act (Gov. Code 12900 et seq., prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);

- 40.2 Federal Civil Rights Act of 1964 (42 USC '2000e et seq., prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 et seq., prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);
- 40.3 The Age Discrimination in Employment Act (29 USC 621 et seq., prohibiting age discrimination in employment against individuals who are at least forty years of age);
- 40.4 California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation);
- 40.5 Sexual orientation;
- 40.6 American with Disabilities Act (ADA) (See Article 41); and
- 40.7 Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

**41. SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT**

Some of the requirements in the Construction Documents are meant to comply with the American's with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the Construction Documents. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

- 41.1 Indemnification of ADA Claims. ADA claims arising from failure to comply with Construction Documents shall be indemnified, held harmless and defended by Contractor. Further, any withholdings for ADA violations in Article 29.4 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

**42. PATENTS, ROYALTIES, AND INDEMNITIES**

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Construction Services Agreement, including its use by the District, except to the extent a method or means was specifically required by the Contract Documents.

**43. EXCISE TAX**

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in the GMP.

**44. PROHIBITED INTERESTS**

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction

of Project, shall be or become directly or indirectly interested financially in this Construction Services Agreement or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Construction Services Agreement or in any part thereof.

**45. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/SOILS INSPECTION**

- 45.1 If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolution and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).
- 45.2 Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests it deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by provisions of this Construction Services Agreement for unforeseen conditions.

**46. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

1. Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and or water table issues which impede construction or increase Construction Costs.
3. Unknown physical conditions at the Site (not including structures or improvements) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Services Agreement.

- 46.1 District shall promptly investigate the conditions, and if it finds that the conditions materially so differ, and the materials that are not on reports or documents supplied or reviewed as part of Contractor's Due Diligence shall be submitted as a Change Order under Article 17 and, upon approval, shall be allocated to the Unforeseen Allowance.
- 46.2 In the event that a dispute arises between District and Contractor whether the conditions materially differ from Due Diligence Documents reviewed for hazardous substances, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Construction Services Agreement but shall proceed with all work to be performed under the Construction Services Agreement.

**47. NO ASBESTOS CERTIFICATION**

- 47.1 Asbestos Free Installation Certification: Contractor shall execute and submit an "Asbestos Free Materials Certification," and further, is aware of the following
- 47.1.1 Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
- 47.1.1.1 Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
- 47.1.1.2 The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
- 47.1.1.3 The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
- 47.1.1.4 The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- 47.1.2 If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- 47.1.3 Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Construction Services Agreement the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, representatives, including its Architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risk and liabilities.

**48. LAWS AND REGULATIONS**

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in this Construction Services Agreement for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District's Architect, it shall bear all costs arising therefrom.

**49. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Contractor unless the same shall be in writing and signed by both District and Contractor.

**50. NOTICES**

All communications in writing between District and Contractor, including without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed pursuant to the Notice Section of Article 3.

**51. THIRD-PARTY CLAIMS**

Pursuant to Public Contract Code section 9201(b) and (c), District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

**52. ASSIGNMENT**

Except Contractor's responsibility to assign Subcontractors and material suppliers to District upon Project Completion and the running of the Warranty Period, Contractor shall not assign or sublet the Lease, Sublease or this Construction Services Agreement, nor shall Contractor assign any monies due or to become due to it hereunder. Contractor has unique abilities and understanding of the Project from negotiations and the Due Diligence that has been undertaken and, thus, any assignment will not transfer to the assignee the specific understanding associated with Contractor on this Project.

**53. HEADINGS**

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

**54. INTEGRATION/MODIFICATION**

This Construction Services Agreement represents the entire understanding of District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

**55. APPLICABLE LAW/ PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement the action shall be brought in a state court situated in the County where the District is located, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county.



In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

Each and every provision of law and clause required by law to be inserted in this Construction Services Agreement shall be deemed to be inserted herein and the Construction Services Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Construction Services Agreement shall forthwith be physically amended to make such insertion or correction.

**56. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR

DISTRICT:

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

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

Name  
Title

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

Assistant Superintendent, Business Services

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

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

**EXHIBIT "A"**  
**SCOPE OF WORK / CONSTRUCTION DOCUMENTS**  
*[TO BE INSERTED]*

**EXHIBIT "B"**  
**MASTER BUDGET**  
*[TO BE INSERTED]*

**EXHIBIT "C"**  
**DVBE REQUIREMENTS**

**EXHIBIT "D"**  
**PAYMENT BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the ANAHEIM UNION HIGH SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the ANAHEIM UNION HIGH SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

A notary public or other office 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 )

) ss.

COUNTY OF )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved 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) as the Attorney-in-Fact of \_\_\_\_\_ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

(SEAL)

\_\_\_\_\_  
Notary Public in and for said State

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**EXHIBIT "E"**  
**CONTRACT PERFORMANCE BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the ANAHEIM UNION HIGH SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the ANAHEIM UNION HIGH SCHOOL DISTRICT in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for



completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:  
(Name and Address of Surety)

(Name and Address of agent or representative for  
service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

A notary public or other office 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 )  
 ) ss.  
COUNTY OF )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved 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) as the Attorney-in-Fact of \_\_\_\_\_ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

\_\_\_\_\_  
Notary Public in and for said State  
Commission expires: \_\_\_\_\_

(SEAL)

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**EXHIBIT "F"**

**CONTRACTOR FINGERPRINTING REQUIREMENTS**

**CONTRACTOR CERTIFICATION**

With respect to the Contract dated \_\_\_\_\_ 20\_\_ by and between the Anaheim Union High School District ("District") and \_\_\_\_\_ ("Contractor") Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that 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).

Contractor's Representative \_\_\_\_\_

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

**CONTRACTOR EXEMPTION**

Pursuant to Education Code sections 45125.1 and 45125.2, the Anaheim Union High School District ("District") as determined that \_\_\_\_\_ ("Contractor") is exempt from the criminal background check certification requirements for the contract dated \_\_\_\_\_ 20\_\_ by and between the District and Contractor ("Contract") because:

The Contractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:

The installation of a physical barrier at the worksite to limit contact with pupils.

Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

School District Official: \_\_\_\_\_

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

**EXHIBIT "F" (CONT.)**

**SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

**SUBCONTRACTOR'S CERTIFICATION**

The Anaheim Union High School District ("District") entered into a contract for services with \_\_\_\_\_ ("Contractor") on or about \_\_\_\_\_, 20\_\_\_\_ ("Contract"). This certification is submitted by \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District 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).

Subcontractor's Representative: \_\_\_\_\_

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

**SUBCONTRACTOR'S EXEMPTION**

The Anaheim Union High School District ("District") entered into a contract for services with \_\_\_\_\_ ("Contractor") on or about \_\_\_\_\_, 20\_\_\_\_ ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor") is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:

The installation of a physical barrier at the worksite to limit contact with pupils.

Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

School District Official: \_\_\_\_\_

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

**EXHIBIT "G"**

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employee or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Construction Services Agreement.

Contractor \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Construction Services Agreement.)

**EXHIBIT "H"**

**DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's or organization's policy of maintaining a drug-free workplace;
  - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

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

\_\_\_\_\_  
CONTRACTOR

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

**EXHIBIT "I"**

**CONDUCT RULES FOR CONTRACTORS**

Each contractor/subcontractor, when performing work on Anaheim Union High School District property, in addition to complying with the provisions of the Construction Services Agreement, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement of work.
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the Project, including student and staff toilet facilities.
6. Pursuant to Government Code section 8350 et seq., the Anaheim Union High School District is a drug-free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor/subcontractor shall not be tolerated.
10. All contractors/subcontractors shall conform to a dress code whereby:
  - A. No clothing that contains violent, suggestive, derogatory, obscene, or racially-biased material may be worn.
  - B. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.
11. No firearms are allowed on campuses/District property.
12. All contractors/subcontractors shall comply with Education Code section 45125 et seq. with respect to all fingerprinting requirements.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company



**Division 1 Forms**

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT: \_\_\_\_\_

TO: \_\_\_\_\_

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

DESCRIPTION OF CHANGE: \_\_\_\_\_

\_\_\_\_\_

COST (This cost shall not be exceeded): \_\_\_\_\_

TIME FOR COMPLETION: \_\_\_\_\_

NOTE:

Pursuant to Article 17.4.1.2 An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 12.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 19.

\_\_\_\_\_  
Architect

\_\_\_\_\_  
District

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT: \_\_\_\_\_

TO: \_\_\_\_\_

As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 13.16 of the Construction Services Agreement); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use

I certify that the Project has reached Substantial Completion as defined above on the following date: \_\_\_\_\_.

\_\_\_\_\_  
Architect

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

**Resolution to Approve a Community Benefits Agreement for Projects Funded by  
the Measure H Bond**

July 13, 2017

**RESOLUTION NO. 2017/18-B-01**

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

**WHEREAS**, the Anaheim Union High School District ("District") is planning the development and construction of various projects throughout the District paid for by Measure H bond funds; and

**WHEREAS**, it is essential that the construction work paid for by Measure H bond funds be done in an efficient and economical manner to secure optimum productivity and to eliminate delays in the construction operations, thus ensuring timely completion in the work undertaken by the contractors; and

**WHEREAS**, a Community Benefits Agreement with appropriate building and construction trade councils and related unions would help to ensure efficiency, economy, and compliance with all requirements under the California Labor Code applicable to the projects including, but not limited to, prevailing wages and apprenticeship; and

**WHEREAS**, a Community Benefits Agreement encourages participation of all interested parties in Measure H funded construction projects while simultaneously promoting opportunities for local workers, veterans, and small businesses; and

**WHEREAS**, a Community Benefits Agreement provides effective methods for the settlement of labor disputes that may arise on projects without strike, lockout, work stoppage, or slowdown so that the projects are assured of continuity of operation; and

**WHEREAS**, the District desires to enter into a Community Benefits Agreement with appropriate building and construction trades council and related unions; and

**WHEREAS**, a Community Benefits Agreement will apply to certain projects funded by the Measure H Bond after the date of its approval for the terms as set forth within it.

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

Section 1. The above recitals are true and correct.

Section 2. The Board approves the Community Benefits Agreement in the form attached hereto as Exhibit A with the Los Angeles/Orange Counties Building and Construction Trades Council and related unions and upon

approval will become part of the bid specifications that all contractors must follow on identified projects.

Section 3. This resolution shall be effective as of the date of its adoption.

**PASSED AND ADOPTED** by the Board of Trustees of the Anaheim Union High

School District this 13<sup>th</sup> day of July, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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

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

COMMUNITY BENEFITS AGREEMENT  
BY AND AMONG  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
THE LOS ANGELES AND ORANGE COUNTIES  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND  
THE SIGNATORY CRAFT COUNCILS AND UNIONS  
FOR  
CONSTRUCTION PROJECT WORK FUNDED BY MEASURE H

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**ANAHEIM UNION HIGH SCHOOL DISTRICT  
COMMUNITY BENEFITS AGREEMENT FOR  
CONSTRUCTION PROJECT WORK FUNDED BY MEASURE H**

This Community Benefits Agreement (hereinafter, "Agreement" or "CBA") is entered into by and among the Board of Trustees of the Anaheim Union High School District (the "District"), the Los Angeles/Orange Counties Building and Construction Trades Council (the "Council"), and the Craft Councils and Unions signing this Agreement (hereinafter together with the Council, collectively, the "Union" or "Unions"). This Agreement establishes the labor relations guidelines and procedures for the District and for the Contractors and craft employees represented by the Unions and engaged in Project Work. The District, Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the District, it will become the policy of the District for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as "Attachment A"), and to require each of its subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District.

It is further understood that the District shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all Parties, the Contractors and crafts persons working under it, and the residents and students of the District. The District shall therefore designate a "Project Labor Coordinator," either from its own staff or an independent entity acting on behalf of the District, to monitor compliance with this Agreement; assist, as the authorized representative of the District, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

The term "Apprentice" as used in this Agreement shall mean those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The term "Contractor" as used in this Agreement includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent Contractor has entered into a contract with the District with respect to the Project Work, or another Contractor as a subcontractor of whatever tier utilized by such Contractors for Project Work.

The term "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint union and contractor administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The term "Letter of Assent" as used in this Agreement means the document that each Contractor (of any tier) must sign and submit to the Project Labor Coordinator and the Council,



before beginning any Project Work, which formally binds them to adherence to all the forms, requirements and conditions of this Agreement, in the form attached hereto as Attachment A.

The term “Project” or “Project Work” as used in this Agreement means the District’s renovation, rehabilitation, repair, upgrade and improvement work funded through Measure “H”, as is more particularly described in Article 2 of this Agreement.

The term “Master Labor Agreements” or “MLA” as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

The term “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the MLA.

The Union and all Contractors agree to abide by the terms and conditions of this Agreement and agree that this Agreement represents the complete understanding of the Parties. No Contractor is or will be required to sign or otherwise become a party to any other collective bargaining agreement with a Union as a condition of performing work within the scope of this Agreement, except as provided in Section 2.6(b).

The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.

## **ARTICLE 1 INTENT AND PURPOSE**

Section 1.1 Background. The District's infrastructure, maintenance, repair, safety enhancements, reconfiguration and new construction funded through Measure “H” will affect the school buildings and offices that are owned, leased or controlled by the District. The goal of this work is to provide major rehabilitation of the District's facilities so as to provide sufficient facilities to properly educate the children within the District's boundaries. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craftspersons, and the elimination of disruptions or interference with Project Work, adopts this Agreement in the best interests of the students, parents, District staff, and the taxpayers of the District to meet the District’s goal that the Project work be completed on time and within budget.

Section 1.2 Identification and Retention of Skilled Labor and Employment District Residents. The infrastructure, maintenance, repair, safety enhancements, reconfiguration and new construction work scheduled to be performed pursuant to Measure “H” will require large numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the Parties to this Agreement to use the opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal Joint Labor Management Apprenticeship Programs, or outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of District residents in the construction industry; assist them in entering the construction trades, and through utilization of the Joint Labor Management Apprenticeship Programs, provide training opportunities for those District residents and other individuals wishing to pursue a career in construction. Further, with assistance of the Project Labor Coordinator, the District, the Contractors, the Council, the Unions and their affiliated regional and national organizations, will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

Section 1.3 Encouragement of Small Local Business. The Project Work will provide many opportunities for local small business enterprises to participate as Contractors or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the District, the Project Labor Coordinator, and other organizations retained by the District for the purpose, to encourage and assist the participation of local small businesses in Project Work. Specifically, all Parties understand that the District has established and quantified goals which place a strong emphasis on the utilization of small, local business on the Project Work. The Unions agree to assist the District in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on projects of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on Project Work through the referral programs sponsored and/or supported by the Parties to this Agreement. Further, the Parties shall endeavor that the provisions of this Agreement do not inadvertently establish impediments to participation of such small local businesses and residents of the District.

Section 1.4 Project Cooperation. The Parties recognize that the construction to take place under this Agreement involves unique and special circumstances which dictate the need for the parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the parents and the students of the District. The parties therefore agree that maximum cooperation among all parties involved is required; and that with construction work of this magnitude, with multiple contractors and crafts performing work on multiple sites of over an extended period of time, it is essential that all parties work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work. Further, the parties recognize that an Act of God or on Act of War could require the District to partially or fully suspend Project Work. The parties shall fully cooperate with any request by the

District to redirect their equipment, skills and expertise to support the District's efforts necessitated by such events.

Section 1.5 Workers' Compensation Carve-out. Further, the Parties recognize the potential which the Project may provide for the implementation of a cost effective workers' compensation system as permitted by revised California Labor Code Section 3201.5. Upon the District request, the Union parties agree to meet and negotiate in good faith with representatives of the District for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the Code.

Section 1.6 Peaceful Resolution of All Disputes. In recognition of the special needs of the Project and to maintain a spirit of harmony, stability and labor-management peace during the term of this Community Benefits Agreement , the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the Unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project Work, and the Contractors agree not to engage in any lockout.

Section 1.7 Binding Agreement on Parties and Inclusion of District Residents and Business. By executing this Agreement, the District, Council, Unions and Contractors agree to be bound by each and all of the provisions of this Agreement, and pledge that they will work together to adopt, develop and implement processes and procedures which are inclusive of the residents and businesses of the District.

## **ARTICLE 2 SCOPE OF THE AGREEMENT**

Section 2.1 General. This Agreement shall apply and is limited to all of the District's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work where such work is funded in whole or in part by Measure H Funds.

Section 2.2 Specific. The Covered Projects are defined and limited to:

(a) All construction, major rehabilitation and renovation work related to the Projects described in Appendix A are covered by the terms and conditions of this Agreement.

(b) It is understood by the Parties that the District may at any time, and at its sole discretion, determine to build segments of the Project under this Agreement which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered.

(c) It is understood by the Parties that the District may at any time, and at its sole discretion, add additional projects under this Agreement not set forth in subsections (a), above.

Section 2.4 Exclusions. Items specifically excluded from the Scope of this Agreement include the following:

(a) The CBA shall be limited to Covered Work, undertaken pursuant to Covered Contracts which are awarded by the District on or after the Effective Date, and is not intended to, and shall not govern, any construction contracts entered into prior to the Effective Date of this CBA, or after the expiration or termination of the CBA; and

(b) Work of non-manual employees, including but not limited to: superintendents; teachers; supervisors; staff engineers; time keepers, mail carriers, clerks, office workers, messengers; guards, safety personnel, emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(c) Equipment and machinery owned or controlled and operated by the District;

(d) All off-site manufacture, fabrication, off-site inspection and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(e) All employees of the District, Project Labor Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the CBA. (This inclusion applies to the scope of work defined in the MLA for said Craft. Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the CBA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded. Nothing in this section will be construed to include Department of State Architects-certified inspectors employed by the District as included under the scope of this Agreement; and

(f) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the District or its Contractors (for work for which is not within the scope of this Agreement);

(g) Off-site maintenance of leased equipment and on-site supervision of such work;

(h) It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the

supervision and direction of owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident;

(i) Non-construction support services contracted by the District, Project Labor Coordinator, or Contractor in connection with this Project;

(j) Laboratory work for testing;

(k) Warranty and service work; and

(l) Non-construction support services contracted by the District, Project Labor Coordinator, or Contractor in connection with this Project.

#### Section 2.5 Awarding of Contracts.

(a) The District and/or the Contractors, as appropriate, have the absolute right to award through competitive bidding, lease leaseback, design build or other delivery method contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing and able to execute and comply with this Community Benefits Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Community Benefits Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment "A" hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The District agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the District shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all Project Work.

Section 2.6 Coverage Exception. This Agreement shall not apply if the District receives funding or assistance from any federal, state, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the

time of the awarding of the contract, is that the District not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.7 Master Labor Agreements.

(a) The provisions of this Agreement, including the Master Labor Agreements, (which are the local collective bargaining agreements of the Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLAs, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Community Benefits Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign an uniformly applied, non-discriminatory Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the Subscription Agreement with the appropriate Craft Union prior to the subcontractor beginning Project Work.

Section 2.8 Binding Signatories Only. This Agreement shall only be binding on the Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.9 Other District Work. This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by district Employees or contracted for by the District for its own account, on its property or in and around a Project site.

Section 2.10 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or Project Labor Coordinator and/or any Contractor.

Section 2.11 Completed Project Work. As areas of covered work are accepted by the District, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

### **ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT**

Section 3.1 Recognition. The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work.

Section 3.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures.

(a) For signatory Unions having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the Project Labor Coordinator and others designated by the District, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the District, for entrance into joint labor/management apprenticeship programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the District.

(b) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere within a local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the District's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers Project Work.

Section 3.5 Employment of District Residents.

(a) In recognition of the fact that the District and the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft District residents, District graduates, as well as veterans (regardless of their place of residence) to fulfill the requirements of the Contractors. Towards that end, the Unions shall exert their best efforts to encourage and provide referrals and utilization of area residents residing in those first tier zip codes which overlap the area covered by the District, as set forth in "**Attachment B**" attached hereto, as well as Veterans and students which have graduated from the District, regardless of where they reside. If the Unions cannot provide the Contractors in the attainment of a sufficient number of area residents from within the first tier, the Unions shall exert their best efforts to then recruit and identify for referral residents residing within a (10) mile radius from the District's headquarters, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B." If the Unions still have not provided the Contractors in the attainment of a



sufficient number of area residents, the Unions shall then exert their best efforts to recruit and identify for referral area residents residing within Orange and Los Angeles County. For dispatch purposes, employees referred from any of the above three (3) tiers, as well as Veterans and District graduates, regardless of where they reside, shall be referred to as “Local Residents.”

(b) A goal of 35% of the total work hours shall be from Local Residents. To facilitate the dispatch of Local Residents, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as Attachment “C.” When Local Residents are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions’ hiring halls’ list and normal referral procedures. Notwithstanding that a Contractor may have achieved its 35% local hire goal at any given time, provided that a Contractor continues to utilize the Craft Employee Request Form for new employees, the Unions shall continue to use their best efforts to refer and/or recruit additional Local Residents as requested by the Contractor.

(c) The Project Labor Coordinator shall work with the Unions and Contractors in the administration of this local residency preference; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the Project Labor Coordinator that such preferences have been pursued

Section 3.6 Helmets to Hardhats. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.7 Core Employees.

(a) Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory, Contractors may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section

3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for a Contractor with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision does not apply to contractors which are directly signatory to one or more of the MLAs and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core workforce is comprised of those employees

(1) whose names appeared on the Contractor's active payroll for at least sixty (60) of the last one-hundred twenty (120) working days before award of the Project Work to the Contractor; and

(2) who possess any license required by state or federal law for the Project Work to be performed; and

(3) who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years;

(4) who have the ability to safely perform the basic functions of the applicable trade; and

(5) who are residents of Los Angeles or Orange County for one-hundred eighty (180) days prior to the award of Project Work to the Contractor.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Project Labor Coordinator and the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide to Project Labor Coordinator satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such other documentation) evidencing the core employee's qualification as a core employee to the Project Labor Coordinator and the Council.

Section 3.8 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any.

Section 3.9 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to

refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.10 Union Membership. No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the union security provisions of the applicable MLA for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of an amount equal to the applicable monthly window and working dues uniformly required for membership in the Union.

Section 3.11 Individual Seniority. Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.12 Foremen. The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.13 District Security Requirements. The Parties are aware of the District's policy that Contractors and other Contractors shall not employ a person who would not be eligible for employment by the District under Education Code Section 45123. All persons working on Project Work, including all employees hired by a Contractor (or referred by a Union) to work on Project Work shall be required to comply with all criminal background check certification requirements and policies of District for those persons who may come in contact with, or work in close proximity to, minors in the course of performing work on a Project. Contractors may refuse to employ any person who declines to comply with District's background check requirements or who otherwise is determined to be disqualified from participating in Project Work because of a disqualifying conviction. Similarly, District may ban or order the immediate removal of any person disqualified from working in the presence of, or in close proximity to, minors.

#### **ARTICLE 4 UNION ACCESS AND STEWARDS**

Section 4.1 Access to Project Sites. Authorized representatives of the Unions shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards.

(a) Each Union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the Contractor in the writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward

or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge. The relevant Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work. On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by the any other Contractors not a Party to this Agreement.

## **ARTICLE 5 WAGES AND BENEFITS**

Section 5.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

Section 5.2 Benefits.

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee authorized deductions in the amounts designated in the appropriate MLA; provided, however, that the Contractor and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to make all contributions set forth in those MLAs without reference to the forgoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums. Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws. All complaints regarding possible prevailing wage violations may be referred by any party to the state labor commissioner or submitted as a grievance under Article 10 of this Agreement.

## **ARTICLE 6 WORK STOPPAGES AND LOCK-OUTS**

Section 6.1 No Work Stoppages or Disruptive Activity. The Council and the Unions agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute

whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the District or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations. The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce. The District, the Project Labor Coordinator, or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of MLAs. If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the signatory Contractors affected:

(a) Each of the Unions with a contract expiring must offer to its signatory Contractors to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and Contractor contribution rates to employee benefit funds under the prior contract different from what those wage rates and Contractor contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to its signatory Contractors will be no less favorable than the terms offered by the Union to any other Contractors or group of Contractors covering the same type of construction work in Orange County or Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to its signatory Contractors to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the signatory Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected signatory Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked

on the Project during the retroactive period. All Parties agree that such affected signatory Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some signatory Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other signatory Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, signatory Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the signatory Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the signatory Contractor fails to timely select one of the two options, the signatory Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term “lock-out” refers only to a Contractor’s exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does “lock-out” include the District’s decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations.

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the Project Labor Coordinator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of Services for Failure to Pay Wages and Fringe Benefits

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union’s Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLAs. Prior to withholding its members’ services for the Contractor’s failure to make timely payments to the Union’s Joint

Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission or e-mail to the involved Contractor and the Project Labor Coordinator. The applicable Union will request to meet with the involved Contractor and the Project Labor Coordinator within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure. Any party, including the District, which is an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1, 6.5 or Section 7.3 is alleged.

(a) The party invoking this procedure shall notify Lou Zigman, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the other arbitrators listed under Section 9.2, Step 3 (a) on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 6.6, above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1, 6.5 or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all Parties by hand or registered mail upon issuance.



(e) Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 6.8(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown in their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

## **ARTICLE 7 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

Section 7.1 Assignment of Work. The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan. All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences. As provided in Article 15, each Contractor will conduct a pre-job conference with the Council prior to commencing work. The Primary Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractors may be held together.

Section 7.5 Resolution of Jurisdictional Disputes. If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 7 above.

## **ARTICLE 8 MANAGEMENT RIGHTS**

Section 8.1 Contractor and District Rights. The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this Agreement. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements, subject to the provisions of the respective MLA between the particular Contractor and Union and this Agreement;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA (s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific District Rights. In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District's rights (and those of the Contractor Administrator on its behalf) include but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the Project Labor Coordinator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section, provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of the applicable Union's Master Labor Agreement.

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through its Project Labor Coordinator, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials. There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The District and its Project Labor Coordinator shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

#### Section 8.4 Special Equipment, Warranties and Guaranties

(a) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Unions agree that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(b) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

## **ARTICLE 9 SETTLEMENT OF GRIEVANCES AND DISPUTES**

### **Section 9.1 Cooperation and Harmony on Site**

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete the construction of the Project economically, efficiency, continuously and without any interruption, delays or work stoppages.

(b) The Project Labor Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Project Labor Coordinator shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

**Section 9.2 Processing Grievances.** Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLAs, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.5 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

**Step 1. Employee Grievances.** When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on

which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Project Labor Coordinator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3.

(a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the Project Labor Coordinator (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Louis Zigman; (2) Sara Adler; (3) Fredric Horowitz; (4) Edna Francis; (5) William Rule; (6) Walt Daugherty; and (7) Michael Rappaport. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice. The Project Labor Coordinator (and the District, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Project Labor Coordinator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

## **ARTICLE 10 REGULATORY COMPLIANCE**

Section 10.1 Compliance with All Laws. The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the Project Labor Coordinator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Prevailing Wage Compliance. The Council or Union shall refer all complaints regarding any potential prevailing wage violation as a grievance under Article 10 of this Agreement or refer such complaints to the state Labor Commissioner. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

## **ARTICLE 11 SAFETY AND PROTECTION OF PERSON AND PROPERTY**

Section 11.1 Safety

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District, the Project Labor Coordinator or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor, the Project Labor Coordinator and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

(c) The Parties to this Agreement adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment "D" and which shall be the policy and procedure utilized under this Agreement.

Section 11.2 Suspension of Work for Safety. A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees

to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 11.3 Water and Sanitary Facilities. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

## **ARTICLE 12 TRAVEL AND SUBSISTENCE**

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable MLA unless superseded by the applicable prevailing wage determination.

## **ARTICLE 13 APPRENTICES**

Section 13.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The District, the Project Labor Coordinator, other District consultants, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the Unions.

### Section 13.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall, to the extent permitted by law, be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The District shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council

to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Construction Manager and the Council.

## **ARTICLE 14 WORKING CONDITIONS**

Section 14.1 Meal and Rest Periods. There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods and Rest periods shall be as provided for in Wage Order 16. Individual coffee containers will be permitted at the employees' work location; however, there will be no organized coffee breaks.

Section 14.2 Work Rules. The District, the Project Labor Coordinator, and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to an including discharge.

Section 14.3 Emergency Use of Tools and Equipment. There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is compliance with applicable governmental rules and regulations.

Section 14.4 Access Restrictions for Cars. Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

## **ARTICLE 15 PRE-JOB CONFERENCES**

Each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Project Labor Coordinator shall be advised, at least two (2) weeks in advance of all such conferences and may participate if they wish. All work



assignments shall be disclosed by each Contractor at a pre-job conference held in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article VIII, the Project Labor Coordinator shall be promptly notified.

## **ARTICLE 16 LEGAL ACTION**

Section 16.1 Legal Action. The District, Council and Unions recognize the substantial legal costs (including all attorneys' fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the District of this CBA, and related claims directly challenging the legality of this CBA, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Council, on behalf of itself and affiliated Unions, agrees to seek to intervene in the legal action and actively participate in the litigation or other action to defend the legality of the CBA. The failure of the Council to seek to intervene in the legal action and actively participate to defend the legality of the CBA will constitute a material breach of this CBA. In the event the Council is denied leave to intervene in the legal action, the Council shall have its counsel coordinate with the District's counsel, at the Council's own expense, regarding how the Council can best support the District's legal position.

## **ARTICLE 17 LABOR/MANAGEMENT COOPERATION**

Section 17.1 Joint Committee. The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Council to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

Section 17.2 Functions of Joint Committee. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 6, 7 or 9 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article. The Project Labor Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions the Contractors and the District. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate. The Project Labor Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

Section 17.3 Subcommittees. The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers' compensation program initiated under this Agreement.

## **ARTICLE 18 SAVINGS AND SEPARABILITY**

Section 18.1 Savings Clause. It is not the intention of the District, the Project Labor Coordinator, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on Project Work to the maximum extent legally possible.

## **ARTICLE 19 WAIVER**

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

## **ARTICLE 20 AMENDMENTS**

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

**ARTICLE 21**  
**WORK OPPORTUNITIES PROGRAM**

Section 21.1 Work Opportunities. The Parties to this Agreement support the development of increased numbers of skilled construction workers from among residents of the District to meet the labor needs of covered projects specifically and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for District residents, the primary goals of which shall be to maximize construction work opportunities for District residents. In furtherance of the foregoing, the Unions specifically agree to:

(a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified District residents as journeymen, and apprentices on Project Work and entrance into such qualified apprenticeship and training programs as may be operated by Unions; and

(b) Work cooperatively with the District, the Project Labor Coordinator, and other District consultants to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry; and

(c) Assist District residents in contacting the Apprenticeship Training Committee for the crafts and trades they are interested in. The Unions shall assist District residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide District residents for work on this Project; and

(d) Allow tours of their JACs as requested; and

(e) Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and

(f) Support local events and programs designed to recruit and develop adequate numbers of competent workers in the construction industry; and

(g) Assist First Tier Area Residents, as described in Section 3.5(a), in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist such Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors.

**ARTICLE 22  
DURATION OF THE AGREEMENT**

Section 22.1 Duration

(a) This Agreement shall be effective from the date signed by all Parties and shall remain in effect for a period of five (5) years or until all Project Work to be performed under this Agreement has been completed, whichever occurs first. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the District and the Unions for such further periods as the Parties shall agree to, or for the performance of further construction work which may be added to this Agreement, as set forth in Section 2.2 (e), above.

Section 22.2 Turnover and Final Acceptance of Completed Work.

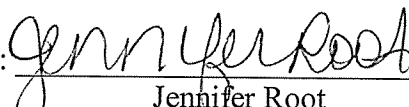
(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications required by its contract(s) with the District.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the District pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the District, will be available from the Project Labor Coordinator.

IN WITNESS whereof the Parties have caused this Community Benefits Agreement to be executed as of the date and year above stated.

ANAHEIM UNION HIGH  
SCHOOL DISTRICT

LOS ANGELES/ORANGE COUNTIES  
BUILDING & CONSTRUCTION  
TRADES COUNCIL

By:   
\_\_\_\_\_  
Jennifer Root  
Assistant Superintendent, Business

By: \_\_\_\_\_  
Ron Miller  
Executive Secretary

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

- Asbestos Heat & Frost Insulators (Local 5) \_\_\_\_\_
- Boilermakers (Local 92) \_\_\_\_\_
- Bricklayers & Allied Craftworkers (Local 4) \_\_\_\_\_
- Cement Masons (Local 500) \_\_\_\_\_
- District Council of Laborers \_\_\_\_\_
- Electricians (Local 441) \_\_\_\_\_
- Elevator Constructors (Local 18) \_\_\_\_\_
- Gunitite Workers (Local 345) \_\_\_\_\_
- Iron Workers (Reinforced – Local 416) \_\_\_\_\_
- Iron Workers (Structural – Local 433) \_\_\_\_\_
- Laborers (Local 652) \_\_\_\_\_
- Laborers (Local 300) remediation \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Painters & Allied Trades DC 36 \_\_\_\_\_
- Pipe Trades (Local 250) \_\_\_\_\_
- Pipe Trades (Local 345) \_\_\_\_\_
- Pipe Trades (Plumbers/Fitters Local 582) \_\_\_\_\_
- Pipe Trades (Sprinkler Fitters Local 709) \_\_\_\_\_
- Plasterers (Local 200) \_\_\_\_\_
- Plaster Tenders Local (1414) \_\_\_\_\_
- Roofers & Waterproofers (Local 220) \_\_\_\_\_
- Sheet Metal Workers (Local 105) \_\_\_\_\_
- Teamsters (Local 986) \_\_\_\_\_
- Southwest Regional Council of Carpenters \_\_\_\_\_

ATTACHMENT A  
LETTER OF ASSENT

To be signed by all contractors awarded work covered by the  
Community Benefits Agreement prior to commencing work.

[Contractor's Letterhead]  
Project Labor Coordinator  
C/O Anaheim Union High School District  
1234 address  
City, state, zip code  
Attn: \_\_\_\_\_

Re: Community Benefits Agreement for the Construction Project Work funded through  
Measure "H" - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Anaheim Union High School District Community Benefits Agreement effective \_\_\_\_\_, 2017, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [\_\_\_\_\_] Name and Title of Authorized Executive

Contractor State License No.: \_\_\_\_\_

[Copies of this letter must be submitted to the Project Labor Coordinator and to the Council]

ATTACHMENT B  
Local Resident Zip Codes

**Tier 1**

Local Area Zip Codes

90620	92801	92812
90621	92802	92814
90622	92803	92815
90623	92804	92816
90623	92805	92825
90630	92806	
90680	92807	

**Tier 2**

10-mile radius zip codes

90603	92647	92836
90604	92649	92837
90605	92655	92838
90607	92683	92840
90609	92684	92841
90624	92685	92842
90631	92701	92843
90632	92702	92844
90633	92703	92845
90637	92704	92846
90638	92705	92850
90639	92706	92856
90650	92708	92857
90651	92711	92859
90652	92712	92861
90670	92728	92863
90701	92809	92864
90702	92811	92865
90703	92817	92866
90713	92821	92867
90715	92822	92868
90716	92823	92869
90720	92831	92870
90721	92832	92871
90740	92833	92885
90808	92834	92886
92605	92835	92899

ATTACHMENT C  
EMPLOYEE CRAFT REQUEST FORM

**TO THE CONTRACTOR:** Please complete and fax or e-mail this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing or e-mailing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports or e-mail and keep copies for your records.

The Anaheim Union High School District Community Benefits Agreement establishes a goal that 35% of all of the work hours performed on the Project shall be from Area Residents residing: first, in those first tier zip codes which overlap the area covered by the District, as reflected on the list of U.S. Postal Service zip codes attached hereto in "Attachment B" and Veterans and students which have graduated from the District, regardless of where they reside, second, in those second tier zip codes within a ten (10) mile radius of the District's headquarters, as reflected on the list of U.S. Postal Service zip codes attached hereto, third, other qualified employees which reside in Orange and Los Angeles counties. For Dispatch purposes, employees referred from any of the above three (3) areas, as well as Veterans and student graduates of the District, regardless of where they reside, shall be referred to as Local Residents.

**TO THE UNION:** Please complete the "Union Use Only" section on the next page and fax or e-mail this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

**CONTRACTOR USE ONLY**

To: Union Local # \_\_\_\_\_ Fax# ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_ From: \_\_\_\_\_  
 Company: \_\_\_\_\_ Issued By: \_\_\_\_\_  
 Contact Phone : ( \_\_\_\_\_ ) \_\_\_\_\_ Contact Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED = _____</b>					

Please have worker(s) report to the following work address indicated below:

Project Name: \_\_\_\_\_ Site: \_\_\_\_\_ Address: \_\_\_\_\_

Report to: \_\_\_\_\_ On-site Tel: \_\_\_\_\_

On-site Fax: \_\_\_\_\_

**Comment or Special Instructions:** \_\_\_\_\_



UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER  
REFERRED**

Name:
Date worker was dispatched:
Is the worker referred a: <span style="float: right;">(check all that apply)</span>

JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
VETERAN	Yes _____	No _____
DISTRICT STUDENT GRADUATE	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

ATTACHMENT D

**LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES  
COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY**

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Benefits Agreement ("CBA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the CBA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the CBA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the

Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to himself/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CBA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	CG/MS	0.02%
Amphetamines	EMIT	1000 ng/m*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

\* SAMHSA specified threshold

\*\* A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

## SIDE LETTER OF AGREEMENT TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

## APPENDIX A

### PROJECT LIST

#### **Wave 1**

Dale Junior High School - Modernization and new Construction  
Construction Budget: \$30M mostly funded by Measure H

Cypress High School - Site Improvement Project  
Construction Budget: \$7.6M

#### **Wave 2**

Hope School - Modernization (\$17M)

Oxford Academy - Modernization and New Construction (\$4.5 M but only \$500K is funded with bond dollars)

Savanna High School - Site Improvements (\$TBD)

Kennedy High School - Parking Lot (\$2M)

Walker Junior High School - Modernization (\$8M)



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

**Reduction in Force – Classified Personnel**

**RESOLUTION NO. 2017/18-HR-01**

July 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. 2017/18-HR-01

**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:

<b>Classification</b>	<b>Number of Positions</b>	<b>Hours/Months</b>
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	8/10
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 his 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 July 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 13<sup>th</sup> day of July 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 13<sup>th</sup> day of July 2017.

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

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AGREEMENT  
BETWEEN  
COLLEEN R. PATTERSON  
AND  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
TO PROVIDE  
BUSINESS CONSULTING SERVICES

THIS AGREEMENT is made and entered into this 18th day of JUNE 2017, by and between Colleen R. Patterson with her principal office located at 2830 Canto Nubiado, San Clemente, CA 92673, hereafter referred to as "Consultant" and the ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD), 501 Crescent Way, Anaheim, CA 92801, hereinafter referred to as "the District."

WHEREAS, the District is in need of special services and advice related to school fiscal and business matters; and

WHEREAS, such services and advice are not available without cost from public agencies; and

WHEREAS, the 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: Colleen R. Patterson to provide consultant services and report directly to the District's Assistant Superintendent, Business. As part of the Agreement, Colleen R. Patterson will consult with the Assistant Superintendent, Business of AUHSD. The services will be provided on an as needed basis to assist on an independent contractor basis with the District.

1           2. The Consultant will be available from June 18, 2017, through December 31, 2017  
2           (the "Term"). Consistent with an independent contractor relationship, Consultant will  
3           determine acceptance of requested consulting tasks, and control the location, hours  
4           and days when she is available. Consultant will also determine the method, details  
5           and means of performing the above-described services, and will maintain a log of  
6           tasks done and hours worked. Consultant will not be obligated to work in excess of 35  
7           hours per week nor any particular hours or days. During the term of this Agreement  
8           Consultant is free and able to work, consult with or advise other employing or  
9           engaging parties in her sole discretion, including work for charitable organizations,  
10          charter schools or schools in which she is currently involved. Consultant understands  
11          that she is not an employee of the District during the Term of this Agreement.

12          3. The District will prepare and furnish to the Consultant upon request such information  
13          as is reasonably necessary to the successful performance of the Consultant.

14          4. The District shall compensate Colleen R. Patterson during the Term at the rate of  
15          \$100 per hour, not to exceed \$15,000, excluding all expenses such as mileage,  
16          parking, transportation, lodging, meals, and materials. Payment shall be made after  
17          submission of an invoice to the District. The Consultant shall not be entitled to  
18          receive any additional compensation, benefits or other consideration for services  
19          under this Consulting Agreement, and is solely and directly responsible for any tax  
20          related obligations arising out of the consideration received for consulting services.

21          5. CONSULTANT agrees to carry a comprehensive general insurance policy with  
22          limits of one million dollars (\$1,000,000) per occurrence combined single limit in a  
23          form mutually acceptable to both parties to protect CONSULTANT and the District  
24          against liability or claims of liability which may arise out of the AGREEMENT. In  
25          addition, CONSULTANT agrees to provide an endorsement to this policy stating,  
26          "Such insurance as is afforded by this policy shall be primary and any insurance  
27          carried by the District shall be excess and noncontributory." No later than the actual  
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1 start date, CONSULTANT shall provide the District with certificates of insurance  
2 evidencing coverage and endorsements required hereunder including a thirty (30)  
3 day written notice of cancellation or reduction in coverage. CONTRACTOR agrees  
4 to name the District and its board, officers, agents and employees as additional  
5 insured under said policy.

6 6. Indemnification. Each party shall defend any third party claim against the other party  
7 arising from the death of or physical injury to any person or damage to the  
8 indemnified party's property to the extent proximately caused by the negligence of the  
9 indemnifying respective officers, directors and employees from and against damages,  
10 liabilities and reasonable costs and expenses, including reasonable legal fees incurred  
11 in connection therewith.

12 7. The District may at any time, for any reason, terminate this agreement and  
13 compensate Consultant only for services rendered to the date of termination. Written  
14 notice by the District's Assistant Superintendent, Business, or designee shall be  
15 sufficient to stop further performance of services by Consultant. The notice shall be  
16 deemed given when received or no later than three days after the day of mailing  
17 whichever is sooner.

18 8. This Consulting agreement is not assignable without written consent of the parties  
19 hereto.

20 9. Consultant shall comply with all applicable federal, state, and local laws, rules,  
21 regulations, and ordinances including worker's compensation.

22 IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be  
23 executed.

24 CONSULTANT:

Anaheim Union High School District:

25 by Colleen R. Patterson  
26 Colleen R. Patterson

25 by Jennifer Root  
26 Jennifer Root  
27 Assistant Superintendent,  
28 Business

10/26/17  
(Date)

10/26/17  
(Date)

**Bus Conduct****8300**

In order to help ensure the safety and well-being of students, bus drivers, and others, the Governing Board expects students to exhibit appropriate and orderly conduct at all times when using school transportation, including while preparing to ride, riding, or leaving the bus.

The Superintendent or designee shall establish regulations related to student conduct on buses, bus driver authority, and the suspension of riding privileges. He/she shall make these rules available to parents/guardians, students, and other interested parties. (5 CCR 14103)

Students found to be in violation of the District's bus conduct rules shall be subject to discipline in accordance with Board policy and administrative regulation.

The Superintendent or designee may deny a student the privilege of using school transportation upon the student's continued disorderly conduct or his/her persistent refusal to submit to the authority of the driver. (5 CCR 14103)

**Bus Surveillance Systems**

The Board believes that the use of surveillance systems on school buses will help to deter misconduct and improve discipline, ensure the safety of students and bus drivers, and prevent vandalism. Therefore, surveillance systems may be installed and used on school buses to monitor student behavior while traveling to and from school and school activities.

The Superintendent or designee shall notify students, parents/guardians, and staff that surveillance may occur on any school bus and that the contents of a recording may be a student record and, as such, may be used in student disciplinary proceedings or referred to local law enforcement, as appropriate. In addition, a prominent notice shall be placed in each bus stating that the bus is equipped with a surveillance monitoring system.

## Legal Reference:

## EDUCATION CODE

35160 Authority of governing boards  
 39800 Transportation  
 39839 Transportation of guide dogs, signal dogs, service dogs  
 44808 Duty to supervise conduct of students  
 48900 Grounds for suspension and expulsion  
 48918 Expulsion procedures  
 49060-49079 Student records  
 49073-49079 Privacy of student records

## GOVERNMENT CODE

6253-6270 California Public Records Act  
 CODE OF REGULATIONS, TITLE 5  
 14103 Authority of the driver  
 CODE OF REGULATIONS, TITLE 13  
 1200-1228 General provisions, school bus regulations  
 UNITED STATES CODE, TITLE 20



1232g Family Educational Rights and Privacy Act  
CODE OF FEDERAL REGULATIONS, TITLE 34  
99.1-99.67 Family Educational Rights and Privacy

**Bus Rider Rules**

The following rules apply at all times when students are riding a school bus, including when on school activity trips:

1. Riders shall follow the instructions and directions of the bus driver at all times.
2. Riders should arrive at their designated bus stop on time and stand in a safe place at the stop to wait quietly for the bus.
3. Riders shall enter the bus in an orderly manner and go directly to their seats.
4. Riders shall sit down and fasten any passenger restraint systems. Riders shall remain seated while the bus is in motion with their seatbelt fastened. (All passengers in a school bus or in a school pupil activity bus that is equipped with passenger restraint systems in accordance with sections 27316 and 27316.5 of the Vehicle Code, shall use the passenger restraint system).
5. Riders shall not block the aisle or emergency exit with their body or personal belongings. Riders may bring large or bulky items, such as class projects or musical instruments, on the bus only if the item does not displace any other rider or obstruct the driver's vision.
6. Riders should be courteous to the driver and to fellow passengers. Vulgarity, and rude or abusive behavior is prohibited.
7. Any noise or behavior that could distract the driver, such as loud talking, scuffling or fighting, throwing objects, or standing or changing seats, is prohibited and may lead to suspension of riding privileges.
8. Riders shall not use tobacco products, eat, or drink while riding the bus.
9. Riders may bring electronic devices onto the bus only if such devices are permitted at school. If the use of cellular telephones or similar devices disrupts the safe operation of the school bus, the bus driver may direct the student to no longer use the device on the bus.
10. Riders shall not put any part of the body out of the window nor throw any item from the bus.
11. Riders shall help keep the bus and the area around the bus stop clean. Riders shall not damage or deface the bus or tamper with bus equipment.
12. Service animals are permitted on school transportation services; all other animals are prohibited. (Education Code 39839; 13 CCR 1216)
13. Upon reaching their destination, riders shall remain seated until the bus comes to a complete stop and upon the signal from the driver, unfasten any restraint system, enter the aisle, and go directly to the exit.

14. Riders should be alert for traffic when leaving the bus and shall follow the District's transportation safety plan when crossing the road and exiting the bus.
15. In order to keep to a schedule, the bus driver cannot wait for late-arriving students. Parents are asked to have students at the bus stop five minutes prior to the assigned bus stop time.
16. The bus driver will drop home-bound students at their regular stops. If a student is to get off at any other stop, or go home with someone else, he/she must have a permission slip to do so (obtained from the principal's office).
17. Parents must submit a written request, if there is a temporary need for the student to be bused to another existing bus stop. With school site approval, this form will serve as an emergency bus pass for the day. Other changes of service address will require up to five days to modify routes and notify all involved.
18. When it is necessary to cross a street after leaving the bus, the student must cross in front of the bus while the flashing red lights are in operation and under the direction of the bus driver.

The driver or any passenger shall report any violation of the District's bus rules to the driver trainer or transportation director. The transportation department will communicate this information to the site principal or designee with recommendations for consequences. The principal or designee shall notify the student's parent/guardian of the misbehavior and take action accordingly. In instances of a severe violation or repeated offenses, the rider may be denied transportation for a period of time determined appropriate by the principal or designee.

Bus drivers shall not deny transportation services to any student except as directed by the transportation department office personnel.

### **Disciplinary Action**

Transportation is a privilege offered by the District. It is available to students who conduct themselves in an acceptable manner while walking to or from the bus stop, waiting for, boarding, leaving or riding on the bus. This privilege may be denied to students who do not observe the rules. It should be noted that denial of transportation privileges has no effect on the obligation of parents/guardians to ensure the attendance of students.

It is recognized that the principal of a school is in a better position than the bus driver to counsel with students and parents/guardians when unacceptable behavior is observed and reported. The principal may withdraw the privilege of bus transportation for willful and persistent refusal to follow rules of conduct.

The following guidelines will be used in processing rule infraction bus referrals:

1st referral - Student will be counseled at the school

2nd referral - one to five day bus suspension

3rd referral - three days up to a semester bus suspension

When serious violations occur, even on the first offense, the student may be suspended from riding for the duration of the school year.

### **Rules for Students and Adult Supervisors on Field Trips**

In order to provide a safe and positive learning experience it is expected that there will be a cooperative effort on the part of the teacher escort and the bus driver.

1. At no time will the driver move the bus from the premise without a responsible adult(s) (who is an employee of the District) or teacher(s) or coach(es) on the bus.
2. The bus driver will see to the operation of the bus and will inform the teacher or responsible adult(s) in case the students are behaving in an unsafe manner.
3. Decisions of route directions shall be the bus driver's responsibility.
4. No one is allowed to stand while the bus is moving. (exception: an adult on a field trip when called upon by the bus driver).
5. No bus driver is expected to supervise students once the destination has been reached.

### **Bus Surveillance Systems**

The Superintendent or designee shall monitor the use and maintenance of the District's bus surveillance system. Students are prohibited from tampering with the bus surveillance system. Any student found tampering with the system shall be subject to discipline and shall be responsible for the costs of any necessary repairs or replacement.

Cameras may be rotated among the buses and activated at the discretion of the Superintendent or designee.

The content of any recording is a student record and may only be accessed in accordance with the District's policy and administrative regulation concerning student records.

## STUDENTS

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the District, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations in planning, implementing, and evaluating the District's strategies for suicide prevention and such measures and strategies shall include, but are not limited to:

- a) Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades
- b) Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others
- c) Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students
- d) The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis
- e) Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
- f) Crisis intervention procedures for addressing suicide threats or attempts
- g) Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as

foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

**Legal References:****Education Code:**

215

32280-32289 Student Suicide Prevention Policies

49060-49079 Comprehensive Safety Plan

49602 Student records

49604 Confidentiality of student information

**Government Code:** Suicide prevention training for school counselors

810-996.6 Government Claims Act

**Penal Code:**

11164-11174.3 Child Abuse and Neglect Reporting Act

**Welfare and Institutions Code:**

5698 Emotionally disturbed youth; legislative intent

5850-5883 Mental Health Services Act

**Court Decisions:**

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

**Management Resources:****CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

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

**CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS**

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

**NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS**

Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS**

Preventing Suicide: A Toolkit for High Schools, 2012

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

**WEB SITES**American Association of Suicidology: <http://www.suicidology.org>American Foundation for Suicide Prevention: <http://afsp.org>American Psychological Association: <http://www.apa.org>American School Counselor Association: <http://www.schoolcounselor.org>California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Health Care Services, Suicide Prevention Program:

<http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx>

Centers for Disease Control and Prevention, Mental Health:

<http://www.cdc.gov/mentalhealth>National Association of School Psychologists: <http://www.nasponline.org>

National Institute for Mental Health: <http://www.nimh.nih.gov>

Trevor Project: <http://thetrevorproject.org>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health  
Services Administration: <http://www.samhsa.gov>

(6/96 7/09) 3/17

Board of Trustees

July 13, 2017 (*Pending*)

## Khan Academy District Partnership Agreement

### Partnership vision

Khan Academy and Anaheim Union High School District (AUHSD) will partner to support AUHSD's mission to accelerate student performance and ensure career and college readiness of all students. The goal of the partnership is to support AUHSD by driving appropriate usage of Khan Academy for practice and learning in select subjects and grades

Leading up to and throughout the 2017-2018 school year, Khan Academy and AUHSD will:

- Raise awareness about Khan Academy to ensure that teachers and school leaders know that Khan Academy is an official, district-endorsed tool for practice and learning across select subjects and grade levels.
- Work with schools and teachers to come up with implementation plans for using Khan Academy that address specific learning needs and achieve mutually agreed-upon usage targets.
- Ensure that teachers feel supported to use Khan Academy with students by providing a district implementation lead to liaise with Khan Academy, and jointly provide implementation and technical support.

### Timing

Should Khan Academy and AUHSD agree to partner for the 2017-18 school year by signing this partnership agreement, the following milestones apply:

#### *Program implementation*

- Prior to the start of the 2017-2018 school year, Khan Academy will ensure that AUHSD's targeted teachers, administrators, implementation leads, and technical support leads are equipped to implement Khan Academy successfully.
- From August 15 to September 12, 2017, AUHSD will encourage schools to sign up for and participate in Khan Academy LearnStorm, an easy and fun way for teachers and students to get started with Khan Academy.
- Throughout the partnership, Khan Academy and AUHSD will confer to discuss usage, what is working well, and areas for improving the partnership implementation. Continued implementation support from Khan Academy and branding as an official Khan Academy partner is contingent upon reaching the mutually agreed-upon usage target.

### Roles and responsibilities

#### *AUHSD*

- Provide overarching leadership of the partnership and make it a priority for AUHSD.
- Support ongoing promotion/co-marketing with Khan Academy to be defined in a detailed co-marketing plan. This will include sharing information about the partnership with instruction leads, school principals, and classroom teachers.
- Nominate an implementation point person at AUHSD level.
- Work with Khan Academy between May and Fall of 2017 to plan how Khan Academy will be used across a range of subjects to meet the needs of students and teachers.
  - This process will involve coordinating work with schools to develop a Khan Academy implementation plan that utilizes resources that are best for each school or



a group of schools, e.g., using Khan Academy for middle school math homework, or in AP world history, biology, and calculus classes, and/or for SAT prep, etc.

- The output of this work will be a 12-month implementation plan for participating schools, focused on teacher and student engagement.
- Included in the implementation plan will be a detailed training and support plan.
- There will be an opportunity to commence teacher outreach and training in parallel with this planning process.
- Ensure targeted students are registered on Khan Academy and are connected to at least one teacher as their “coach.”
- Support participating schools throughout implementation during the 2017-18 school year, to be extended pending success of the partnership.

*Khan Academy*

- Provide resources (videos, articles, and exercises) for practice across a range of subjects and grades. Instructional and practice resources are aligned to the SAT, CCSS-aligned to national college readiness standards in K12 math and grammar, and Advanced Placement.
- Help district leaders and schools define how Khan Academy will be implemented to support students and teachers in AUHSD.
- Provide training and professional development for district administrators, technical support leads, implementation coaches, school implementation leads, and classroom teachers. The format, length, and date of the training will be determined by AUHSD and Khan Academy.
- Provide ongoing technical and implementation support, contingent upon reaching and maintaining usage targets.
- Support AUHSD to raise awareness of the opportunity to use Khan Academy with marketing messaging and collateral.

**Signed**

**KHAN ACADEMY**

By: Elizabeth Slavitt

Name: Elizabeth Slavitt

Title: Chief Marketing Officer

Date: June 20, 2017

**AUHSD**

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

Name: Dr. Jaron Fried

Title: Assistant Superintendent

Date: 7/14/17

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

<b>School:</b>	Oxford Academy	<b>Date of Application:</b>	3/20/17
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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:**

Aasha
-------

**Purpose of the group (Please describe thoroughly):**

<ul style="list-style-type: none"> <li>• Bring together the South Asian community and spread cultural awareness</li> <li>• Support and fundraise for a variety of different charities</li> <li>• Organize cultural performances</li> </ul>
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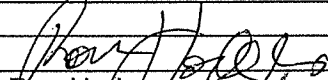
**Frequency of group meetings:**

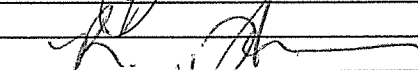
Every first and third Tuesdays
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**Proposed meeting day, time and location:**

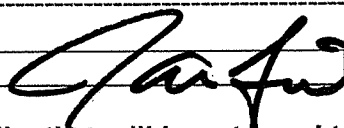
Day:	Tuesday	Time:	11:15 – 11:45	Location:	Room 403
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Applicant's Signature:		Date:	3/20/17
Printed Name:	Bianca Bhakta & Nafia Rahman		

Advisor's Signature:		Date:	3/20/17
Printed Name:	Ron Hodges		

Principal's Signature:		Date:	6/7/17
Printed Name:	Ron Hoshi		

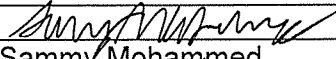
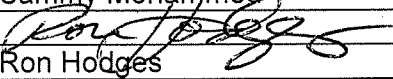
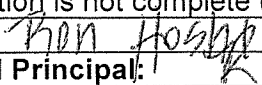
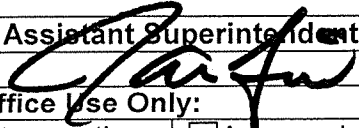
Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	JUN 20 2017
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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 CURRICULUM-RELATED STUDENT ORGANIZATION**

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

<b>Name of Organization:</b>		<b>School:</b>	
Creative Writing Club		Oxford Academy	
<b>Name(s) of student(s) making application:</b>			
Sahana Vairavaraj, Sammy Mohammed, Sambodh Mitra, Hitomi Torng			
<b>Staff Sponsor(s):</b>			
Mr. Hodges			
<b>List purposes, objectives, and activities of organization</b> (attach copy of Constitution and By-Laws)			
To encourage students to actively embrace creative writing outside of class			
<b>Proposed meetings:</b>			
<b>Day(s):</b>	Fridays	<b>Time(s):</b>	11:15 am – 11:45 am
<b>Location:</b>	Mr. Hodges's room (Room 504)		
<b>Special equipment?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – Describe:			
N/A			
<b>Qualifications for membership, if any:</b>			
N/A			
<b>How are officers elected?</b>		<b>Term?</b>	
Election/Interview		One school year	
<b>State relationship to curriculum and/or instructional program of the district, and describe</b> how the organization will serve as an extension of or adjunct to the curriculum. Include specific reference to the courses of study, classes, or programs which the organization is intended to supplement; the instructional materials or learning resources which will be used; the skills, concepts, or attitudes which are planned to be developed; and the evaluation techniques which will be used to assess whether or not the objectives have been achieved:			
Offer students opportunities to apply classroom-learned skills (Common Core) in practical settings such as scholarships and contests			
<b>Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:</b>			
Will chaperone events, facilitate logistics of events, guide club direction			
<b>Will this organization be raising funds for any purpose?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – Describe how funds will be raised and for what purpose:			
To reduce fees of contests and scholarships			
<b>The undersigned agree to comply with all applicable district policies, school guidelines, and rules, as adopted and amended:</b>			
<b>Signature of student making application:</b>			
<b>Printed name of student making application:</b>		Sammy Mohammed	
<b>Signature of faculty sponsor:</b>			
<b>Printed name of faculty sponsor:</b>		Ron Hodges	
<b>Faculty sponsor: I have reviewed this application and</b>			
<input checked="" type="checkbox"/> the application is complete <input checked="" type="checkbox"/> the Constitution/By-Laws are attached <input type="checkbox"/> the application is not complete (explain):			
<b>Signature of School Principal:</b>		<b>Date:</b>	
		6/7/17	
<b>Signature of Assistant Superintendent of Education:</b>		<b>Date:</b>	
		JUN 20 2017	
<b>Education Office Use Only:</b>			
<b>Board of Trustees action:</b>	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<b>Date:</b>

Submit completed form to the Assistant Superintendent of Education (mail location #15).

Anaheim Union High School District  
Education Division

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

<b>School:</b>	Oxford Academy	<b>Date of Application:</b>	March 22, 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:**

Fashion Club

**Purpose of the group (Please describe thoroughly):**

Fashion club is determined to spread creativity in fashion by learning to make clothes, designs, jewelry, and accessories. We will connect students through different fashion styles and share new and trendy ideas.

**Frequency of group meetings:**

Once a week

**Proposed meeting day, time and location:**

Day:	Tuesday	Time:	11:15 (Lunch)	Location:	Rm. 203 @ Oxford Academy
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Applicant's Signature:	<i>Julia Dang</i>	Date:	3/21/17
Printed Name:	Julia Dang		

Advisor's Signature:	<i>R. Elamparo</i>	Date:	3-21-17
Printed Name:	Robyn Elamparo		

Principal's Signature:	<i>R. Hoshi</i>	Date:	6/7/17
Printed Name:	Ron Hoshi		

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

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	JUN 20 2017
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**Following approval, the completed application will be returned to the school principal.**

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

CLICK AND ENTER DATA

<b>School:</b>	Oxford Academy	<b>Date of Application:</b>	3/21/2017
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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:**

Make-A-Wish Club

**Purpose of the group (Please describe thoroughly):**

Our chapter's purpose is to raise funds in order to grant the wishes of children with life-threatening medical conditions to enrich the human experience with hope, strength and joy. Our vision is to grant the wish of each eligible child in our region who has reached the age of 2 1/2 years and is under age 18 and who has a life-threatening medical condition, i.e. a progressive, degenerative or malignant medical condition that has placed the child's life in jeopardy. Through their wish experience, we want the children and families to find the hope they need to transform life-threatening illnesses into life-affirming triumphs. We recognize the misconception that Make-A-Wish is only focused on the "terminally-ill" or "dying. These labels can instill a sense of defeat and can be counterproductive as our wish kids fight to overcome their conditions. Through education and awareness of this organization's true purpose, we aim to eliminate this negative stigma and create a more united community.

**Frequency of group meetings:**

First Wednesday of every month

**Proposed meeting day, time and location:**

Day:	First Wednesday of every month	Time:	Lunch (11:15 AM to 11:45 AM)	Location:	Room 501
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Applicant's Signature:	<i>Brittney Le</i>	Date:	5/25/17
Printed Name:	Vivian Bui & Brittney Le		

Advisor's Signature:	<i>Ran</i>	Date:	5/25/17
Printed Name:	Ryan Morris		

Principal's Signature:	<i>Ron Hoshi</i>	Date:	<i>6/7/17</i>
Printed Name:	Ron Hoshi		

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

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Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	<i>JUN 20 2017</i>
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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

<b>School:</b>	Oxford Academy	<b>Date of Application:</b>	03 / 22 / 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:**

The Culinary Club
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**Purpose of the group (Please describe thoroughly):**

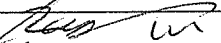
To enrich student life and culture at Oxford Academy by exposing students to culinary experiences and by helping them develop culinary skills.
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**Frequency of group meetings:**

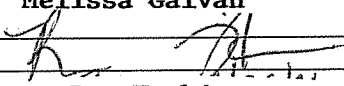
Weekly
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**Proposed meeting day, time and location:**

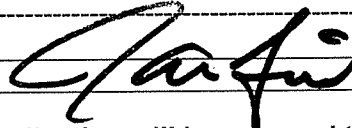
Day:	Wednesday	Time:	11:15 - 11:45	Location:	Room 404, Mrs. Galvan's Room
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Applicant's Signature:		Date:	5/25/17
Printed Name:	Raymond Tu		

Advisor's Signature:		Date:	5/25/17
Printed Name:	Melissa Galvan		

Principal's Signature:		Date:	6/7/17
Printed Name:	Ron Hoshi		

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

Assistant Superintendent's Signature:		Date:	JUN 20 2017
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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**

<b>School:</b>	Western High School	<b>Date of Application:</b>	5-25-17
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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:**

WHS Latina Leadership Program
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**Purpose of the group:**

The purpose of this organization shall be to motivate and support young Latina students and other interested females to achieve to their highest potential. Our main goal is for young girl students to achieve A-G and high school requirements. This club will provide the support needed, knowledge and community service opportunities for students to feel proud of their culture and language, to break stereotypes, and to become active contributing members of society. As members of this club, our main purpose is to empower the universal woman to achieve their goals. Western High School female students will create a sisterhood of academic support, and community/school activism. We will provide a motivational environment which will solidify our students' journey to success.
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**Frequency of group meetings:**

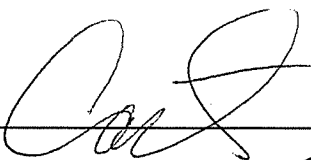
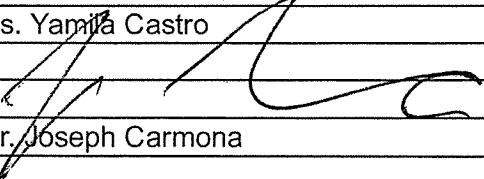
Every other Friday during lunch
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**Proposed meeting day, time and location:**

Day:	Every other Friday starting on August 18th	Time:	12:07-12:37	Location:	Rm 44.
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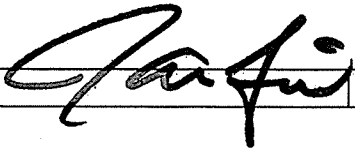
Applicant's Signature:	<i>KIMBERLY RODRIGUEZ</i>	Date:	5-25-17
Printed Name:	Kimberly Rodriguez		



Advisor's Signature:		Date:	5-25-17
Printed Name:	Ms. Yamila Castro		
Principal's Signature:		Date:	5-25-17
Printed Name:	Mr. Joseph Carmona		

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

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Assistant Superintendent's Signature:		Date:	JUN 20 2017
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Following approval, the completed application will be returned to the school principal.

**Memorandum of Understanding****Between the****American Federation of State, County, and Municipal Employees, Local 3112****and the****Anaheim Union High School District****June 6, 2017****GPS/Zonar tracking devices and/or Videotape Cameras**

The Anaheim Union High School District (AUHSD) and the American Federation of State, County, and Municipal Employees, Local 3112, agree to the following amendments to the Collective Bargaining Agreement (CBA) between the parties concerning the effects of GPS/Zonar tracking devices and/or Videotape Cameras. Upon signing, this Memorandum of Understanding shall be fully enforceable by the parties through the grievance and arbitration procedure embodied in the current CBA between the parties.

It is also agreed between the parties that it is the intent of the parties, the next time the CBA is to be reprinted, to place the exact wording below into the CBA between the parties at 7.10 (Evaluation Procedures):

"7.10 Evidence produced by the District which does not follow the guidelines below shall not be used against an employee in a subsequent discipline or discharge hearing. If such evidence is used, then this section will be deemed to have been violated, giving the employee, through her or his union, full recourse to the grievance and the binding arbitration enforcement procedures in the CBA.

1. Data from GPS tracking devices and/or Videotape from Camera Footage controlled by the District may not be used against an employee in a subsequent discipline or discharge hearing unless a complete and full copy and enhanced copy if applicable (of the data or videotape or both) is provided both to the employee and to her or his AFSCME representatives (AFSCME Local 3112 President and Business Representative). For example, if an AUHSD maintenance vehicle is tracked by GPS, or seen by AUHSD Video Camera, at the time of an accident, the District must provide the employee driving the vehicle, and her or his representatives, full copies of the data from the GPS devices, and/or exact and full copies of the videotape from the videotape cameras, as such cameras viewed the events leading up to the accident, the accident itself, and the relevant events after the accident. The parties agree that simply providing a summary of the data from the GPS/Zonar, or clips from the videotape, or both, is not in any way in conformance with this MOU.

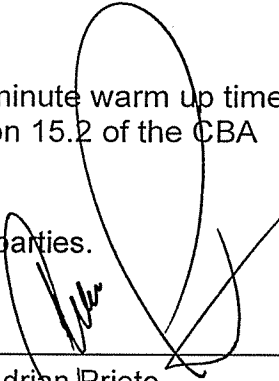
2. The parties agree that the GPS/Zonar device may be used to confirm time. This

provision shall not apply to the twenty (20) minute warm up time each morning or evening fifteen (15) minute period per section 15.2 of the CBA

This MOU will be recommended for ratification by both parties.

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Brad Jackson  
Assistant Superintendent  
Human Resources



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Adrian Prieto  
President  
AFSCME, AFL-CIO, Local 3112 (Council 36)



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

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2017/2018

Revised Declaration of Need for year: 2017/2018

### FOR SERVICE IN A SCHOOL DISTRICT

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

Name of County: Orange County CDS Code: 030

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 07 /13 /2017 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2018.

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

Michael Matsuda

Superintendent

*Name*

*Signature*

*Title*

714-535-1706

714-999-3501

06/21/2017

*Fax Number*

*Telephone Number*

*Date*

501 Crescent Way Anaheim, CA 92803-3520

*Mailing Address*

matsuda\_m@auhsd.us

*EMail Address*

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

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

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

The declaration shall remain in force until June 30, \_\_\_\_\_.

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

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

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

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

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

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

<b>Type of Emergency Permit</b>	<b>Estimated Number Needed</b>
CLAD/English Learner Authorization (applicant already holds teaching credential) †	15 _____
Bilingual Authorization (applicant already holds teaching credential)	15 _____
List target language(s) for bilingual authorization: _____	
Resource Specialist	10 _____
Teacher Librarian Services	5 _____

**LIMITED ASSIGNMENT PERMITS**

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

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

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

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

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

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

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

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes  No

If no, explain. \_\_\_\_\_

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

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an internship program.  
 CSUF, CSULB, Chapman University, Alliant, National, UCI & APU

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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



THIS AGREEMENT (the “Agreement”) is entered into by and between PROFESSIONAL PLACEMENT RESOURCES, LLC, a Florida limited liability company d/b/a PPR Education Services (hereafter referred to as “PPR Education Services”) and Anaheim Union High School District of Anaheim, CA (hereafter referred to as “Client”).

**Recitals:**

WHEREAS, PPR Education Services is a national staffing company in the business of providing Healthcare Professionals, (hereafter referred to as “Healthcare Professionals”) to its clients; and

WHEREAS Client requires the services of a Healthcare Professional from time to time for designated schools semester or full school year terms and/or otherwise designated contracted time periods; and

WHEREAS, Client desires to contract with PPR Healthcare Staffing to provide Client with Healthcare Professionals to work hours as defined in Paragraph 1i.; and

WHEREAS, PPR Education Services desires to enter into such a contract.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the parties agree as follows:

**1. Client’s Rights and Obligations:**

- a. Client shall keep the terms of this Agreement, payment and billing confidential and shall not reveal them to any person or entity, including, but not limited to, any Healthcare Professional whom PPR Educational Services provides to Client, except as required by law.
- b. Contract lengths shall be negotiated on an contract by contract basis, and shall be set forth in the individual Client Confirmation Addendum. Client shall be responsible for reviewing Healthcare Professional’s work history, and for interviewing Healthcare Professional in order to ensure that Healthcare Professional is adequately qualified to perform the duties required for the position being offered by Client. Client shall conduct such review and interview prior to signing the Client Confirmation Addendum.
- c. Client agrees with respect to any Healthcare Professional provided to Client by PPR that PPR shall be the exclusive “provider” of the services of that Healthcare Professional and that if Client wishes to extend the contract of the Healthcare Professional, Client shall not accept the services of such Healthcare Professional from any other person or entity offering services similar to those provided by PPR at Client’s facility for a period of one (1) year following the completion of any original contract or extension through PPR.
- d. Hourly rates shall apply as set forth in the attached Client Confirmation Addendum, which by this reference is made a part hereof. Changes to said rates shall be permissible on a contract-by-contract basis as agreed to by the parties and as set forth in the individual Client Confirmation Addendum. Evidence of such agreement shall be the signed Client Confirmation Addendum. Client agrees to be pay any amounts billed by PPR for any applicable local, state, and federal taxes.
- e. Client shall guarantee payment of invoices reflecting a fulltime work schedule for each Healthcare Professional assigned to Client’s facility. Fulltime is defined as the agreed to number of billable days and hours per day as set forth in the Client Confirmation Addendum.
- f. Cancellation of prescheduled hours or a reduction of hours by a representative of Client’s facility shall be billed reflecting the fulltime work guarantee.
- g. Should Healthcare Professional fail to or be unable to work the contract’s agreed to hours during a particular work week, Client shall pay PPR only for the actual hours Healthcare Professional worked during that week. In such event Client shall notify PPR by the next business day following any missed hours(s).
- h. **Contract Cancellation:** (i) Client may cancel the confirmed contract of Healthcare Professional more than two (2) weeks prior to the scheduled Start Date with no penalty; (ii) should Client cancel the confirmed contract of Healthcare Professional within (2) weeks of the scheduled Start Date, Client shall pay, as a cancellation fee, an amount equal to eighty (80) hours times the bill rate agreed to in the Client Confirmation Addendum; (iii) should Client cancel the contract of Healthcare

Professional whose contract has already commenced, Client must provide PPR thirty (30) days written notice before the requested cancellation date, except as provided in (iv) below. PPR shall make all reasonable efforts to place Healthcare Professional in another facility in Client's area. If PPR is unable to arrange alternate placement, Client shall continue to utilize such Healthcare Professional for the entire thirty (30) day period following delivery of the written notice cancellation: (iv) Client may cancel the contract of any Healthcare Professional immediately for cause such as insubordination, unethical practices or poor work habits. Client shall be responsible for payment of all hours worked up to the time of cancellation

- i. Client agrees to provide proper orientation for Healthcare Professionals assigned to Client. Client agrees that orientation shall include, but not limited to, instruction on Client's documentation process as well as instruction on any internal policies and procedures where there is expectation that the Healthcare Professional shall adhere to such policies and procedures during their assignment with Client. Client shall be billed for all of the Healthcare Professional's time during orientation.
- j. Client agrees to assign Healthcare Professional to a specific employee of Client, to whom the Healthcare Professional shall report. Client and Healthcare Professional shall sign time sheets representing the hours and dates worked. The time sheets shall serve as proof of time worked for billing purposes. Client's signature shall authorize the time sheets for payment. If Client has its own sign in/sign out procedures, client is responsible for reconciling district procedures with PPR timesheets before signature and approval of said timesheet. All timesheets are due to PPR Educational Services by the following Monday, 5:00pm EST following close of pay period.
- k. Client shall immediately notify PPR Education Services of unsatisfactory performance of a Healthcare Professional and forward to PPR Education written documentation of the performance issue within forty-eight (48) hours of the occurrence giving rise to such performance issue. If said issue is not clinical in nature, Client agrees that PPR must have the opportunity to counsel Healthcare Professional before the contract may be terminated.
- l. Client shall communicate in writing all information received from Healthcare Professional regarding any work-related injury within twenty-four (24) hours of the occurrence of the injury incident.
- m. PPR Education Services shall bill Client on a 30 day cycle, and Client shall pay the invoice in full within thirty (30) days of the invoice date. Client shall mail payment to the address indicated on the invoice.
- n. If PPR Education Services does not receive payment within thirty (30) days of the invoice date, the invoice shall bear interest at a rate of eighteen percent (18%) per annum from the date due until the date PPR Education Services receives payment, and Client shall be responsible for paying this amount and all costs of collection, including reasonable attorney's fees. In addition, PPR shall have the right to terminate the services of all Healthcare Professionals assigned to Client as provided in Paragraph 2d. below.

## **2. PPR Educational Services' Rights and Obligations:**

- a. Healthcare Professionals, placed with Client through PPR Education Services, shall have documentation of current TB screen, criminal background check, and a passing drug test prior to Healthcare Professional's start date. PPR Education Services shall provide additional documentation related to quality management as required by Client.
- b. Should Healthcare Professional be unable to complete a confirmed contract for any reason, whether already commenced or not yet started, PPR Education Services shall use its best effort to find a suitable replacement in a timely manner. PPR Education Services shall have no liability to Client beyond this replacement effort.
- c. PPR Education Services shall provide Healthcare Professionals with the provisions of the HIPAA Act of 1996 concerning patient confidentiality.
- d. PPR Education Services reserves the right to terminate or suspend the provision of all Healthcare Professional services to Client upon not less than ten (10) days prior written notice, in the event Client's account becomes more than thirty (30) days past due. Termination of such Healthcare Professional services to Client shall not prejudice PPR Education Services' right to payment. PPR Education Services may also, in its sole discretion, immediately terminate this Agreement if Client's account is more than thirty (30) days past due and such account is not brought current within ten (10) days following written notice to Client.

## **3. Insurance and Subcontracting:**

- a. PPR Education Services shall provide professional liability insurance ("claims made" type policy) in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.



- b. PPR Education Services acknowledges and agrees that each Healthcare Professional providing services under this Agreement shall be either an employee of PPR Education Services or an employee of a qualified subcontractor of PPR Education Services for all purposes. In addition PPR Education Services acknowledges and agrees that it will ensure the qualified contract abides by the terms of this agreement
- c. PPR Education Services shall have sole responsibility for compliance with all federal, state and local tax withholding, workers compensation, Social Security and other deductions and withholdings as may be required by law with respect to all Healthcare Professionals providing services under this Agreement. PPR Education Services shall also have sole responsibility for any compensation, health insurance, reimbursement of expenses, joint employer liability, retirement benefits, disability benefits and benefits of any kind due to any Healthcare Professional providing services under this Agreement through PPR Education Services.

4. **Noncompete and Nonsolicitation:**

Client acknowledges that the Healthcare Professionals provided by PPR Education Services are an integral part of PPR's operation and a resource developed by PPR over a number of years. Therefore, in consideration of the execution of this Agreement, Client agrees that during the one (1) year period following the termination of the assignment of a Healthcare Professional, Client shall not hire, attempt to hire, or solicit for employment such Healthcare Professional introduced to Client through the recruitment efforts of PPR. At Client's option, they can address bringing Healthcare Professionals onto their core staff after (a) a minimum of completing assignments totaling 26 weeks, (b) the completion of any agreed-upon assignments and (c) after the agreement by each specific Healthcare Professional. Client agrees to pay and PPR agrees to invoice a Transfer Fee of an agreed upon amount when the Healthcare Professional joins the Client's core staff. Such placement fee shall be paid prior to the Healthcare Professional commencing employment with Client.

5. **Termination:**

This Agreement is for a term of one (1) year. This Agreement may be terminated at any time, for any reason, as set forth in this paragraph. Termination shall be written, and either personally delivered or faxed to one of the signatories to this Agreement or mailed by overnight delivery or registered or certified mail to the other party's address in accordance with Paragraph 11 below. Termination shall be effective thirty (30) days after personal delivery, fax or mailing unless termination is for Client's nonpayment, in which case termination is effective immediately upon notification by PPR Educational Services. Termination of this Agreement shall not prejudice PPR Education Services' right to payment and shall not affect the provisions of Paragraph 3, above, which are understood to survive termination.

6. **Attorney's Fees and Costs:**

In the event of litigation arising from this Agreement, the prevailing party in such litigation shall be entitled to payment of its reasonable attorney's fees and costs from the other party.

7. **Indemnification:**

Client agrees to indemnify and hold PPR Education Services harmless against all losses, damages, legal fees, court costs, and reasonable expenses attendant to defense or payment of any claim, suit, judgment or other proceeding arising from the negligent or willful act or omission of Client or any employee, contractor, agent or patient of Client.

8. **Entire Contract:**

This Agreement, along with the attached School District Confirmation Addenda, contain the entire contract between the parties with respect to the subject matter hereof and supersedes all previous oral and written understandings, agreements, arrangements, representations, warranties, and communications relating to the subject matter hereof. There are no other understandings, agreements, arrangements, representations, warranties, or communications between the parties relating to the subject matter hereof. This Agreement may only be modified in writing, signed by both parties, and all amendments shall be attached to this Agreement and made part hereof.

9. **Jurisdiction and Applicable Law:**

This Agreement shall be governed by and the rights and liabilities of the parties determined in accordance with the laws of the State of Florida. The Parties agree that all equitable and legal actions for claims, debts, obligations arising out of, or to enforce the terms of, this Agreement must be brought in the Florida State Courts or in the United States District Court for the Middle District of Florida, and that the Court shall have personal jurisdiction over the parties, and that venue of the action shall be appropriate to and exclusive in each Court.

10. **Waiver and Severability:**

No delay or omission by either party to enforce or exercise any right, remedy, or power under this Agreement shall be construed as a waiver of such right, remedy, or power. A waiver by either party of any breach or default under the terms of this Agreement shall not constitute a waiver of any subsequent breach or default. In the event any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

11. **Notices:**

Any notices required under this Agreement must be in writing and shall be deemed to be sufficient if (i) delivered personally; (ii) telecopied or faxed (with an original copy simultaneously sent by registered or certified mail, return receipt requested, postage prepaid); (iii) sent by nationally-recognized, overnight courier, which requires a return receipt; or (iv) mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice). Notices are effective on the earliest of the following: (i) when personally delivered; (ii) when faxed, which requires a written confirmation of transmission; (iii) on the next business day following deposit with the overnight carrier, which requires a return receipt; or (iv) upon receipt of notice delivered by US Postal Service which requires a return receipt.

To PPR: **Professional Placement Resources, LLC d/b/a PPR Education Services**  
ATTN: Vice President, Client Sales and Services  
333 First Street North - Suite 200  
Jacksonville Beach, Florida 32250  
Facsimile: (904) 241-9231

To Client: **Anaheim Union High School District**

12. **Electronic Acceptance:**

Client may elect to accept this Agreement or any Client Confirmation Addendum electronically via the Internet by entering his or her name and typing the phrase, "I Agree" in the text box provided on the signature line of this Agreement and/or any Client Confirmation Addendum(s). Client acknowledges and agrees that the person transmitting the electronic information: (i) is a duly authorized representative of Client and has been authorized to execute such document on behalf of Client; (ii) has read the document; (iii) understands the terms and conditions contained in this Agreement and any other document delivered hereunder; (iv) intends to form a legally binding contract with PPR Educational Services, pursuant to this Agreement, by the person entering his or her name and the phrase, "I Agree"; and (v) agrees that a printout of the document will constitute a "writing" under any applicable law or regulation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and the effective date shall be the date on which it is signed by PPR Education Services. The parties agree that signatures transmitted electronically shall be considered originals, however Client shall be provided hard copies of this Agreement if a written request is delivered to PPR Education Services within five (5) working days of the execution of this Agreement.

PPR Education Services

Anaheim Union High School District

\_\_\_\_\_  
Signature

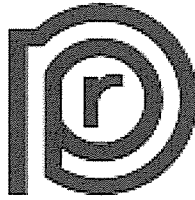
\_\_\_\_\_  
Signature

James Ireland, Vice President  
Printed Name and Title

Janet Queneau, Director, Special Youth Services  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



PPR  
Education  
Services

## SCHOOL DISTRICT CONFIRMATION

Anaheim Union High School District

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### Assignment Information

Therapist's Name	<b>Shanterri Moore</b>
Phone Number	<b>(972) 832-6659</b>
Assignment Dates	<b>8/7/2017– 12/22/2017</b>
Billable Days	<b>90.00</b>
Hours per Day	<b>7</b>
School Contact	<b>Janet Queneau</b>
Phone Number	<b>(714) 999-3526</b>
Email	<u>queneau_j@auhsd.us</u>
Invoicing Contact	<b>Janet Queneau</b>
Phone Number	<b>(714) 999-3526</b>
Email	<u>queneau_j@auhsd.us</u>

### Rate Information

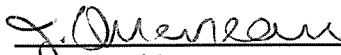
Regular	<b>\$85.00</b>
Overtime	NA, unless preapproved.

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*I acknowledge receipt of this confirmation letter and agree to the above information as it pertains to this assignment.*

Janet Queneau  
Print Name

June 21, 2017  
Date

  
Signature of Acceptance

333 First Street North, Suite 200 Jacksonville Beach Florida, 32250  
Phone: 904.241.9231 Toll Free: 888.909.5038 Fax: 877.420.5038  
[www.ppredu.com](http://www.ppredu.com)

**Addendum to the Employment Agreement between the Board of Trustees  
of the Anaheim Union High School District and  
Michael Matsuda, Superintendent**

On June 15, 2017, the Anaheim Union High School District Board of Trustees approved a one-year extension of the employment agreement with Michael Matsuda, Superintendent, entered on June 16, 2016.

The original employment agreement is modified as follows:

Section 2: Term

- a. The Superintendent started his employment on March 17, 2014. With this Amendment Agreement the Superintendent's employment is extended through June 30, 2020.
- b. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the original or extended contract term.

Approved by the Board of Trustees of the Anaheim Union High School District on June 15, 2017:

\_\_\_\_\_  
Anna L. Piercy  
President, Board of Trustees

\_\_\_\_\_  
Date

Acceptance:

I hereby accept this addendum to the employment agreement dated June 16, 2016, and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Superintendent of the Anaheim Union High School District.

\_\_\_\_\_  
Michael Matsuda  
Superintendent

\_\_\_\_\_  
Date

**Addendum to the Employment Agreement between the Board of Trustees  
of the Anaheim Union High School District and  
Jaron Fried, Ed.D, Assistant Superintendent Education Services**

On July 13, 2017, the Anaheim Union High School District Board of Trustees approved the following addendum to the employment agreement with Jaron Fried, Ed.D., Assistant Superintendent Educational Services, originally entered on January 21, 2016, as amended by an addendum dated June 16, 2016.

The original employment agreement is modified as follows:

Section 2: Term

- a. The term of employment for Assistant Superintendent Educational Services shall be extended through June 30, 2020 and shall be subject to the terms and conditions set forth in the January 21, 2016, agreement as amended by an addendum dated June 16, 2016.
- b. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the original or extended contract term.

Approved by the Board of Trustees of the Anaheim Union High School District:

\_\_\_\_\_  
Anna L. Piercy  
President, Board of Trustees

\_\_\_\_\_  
Date

Acceptance:

I hereby accept this addendum to the employment agreement dated January 21, 2016 and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent Education Services of the Anaheim Union High School District.

\_\_\_\_\_  
Jaron Fried, Ed.D.  
Assistant Superintendent Education Services

\_\_\_\_\_  
Date

**Addendum to the Employment Agreement between the Board of Trustees  
of the Anaheim Union High School District and  
Manuel Colon, Chief Academic Officer**

On July 13, 2017, the Anaheim Union High School District Board of Trustees approved the following addendum to the employment agreement with Manuel Colon, Chief Academic Officer, originally entered on January 21, 2016, as amended by an addendum dated June 16, 2016.

The original employment agreement is modified as follows:

Section 2: Term

- a. The term of employment for Chief Academic Officer shall be extended through June 30, 2020, and shall be subject to the terms and conditions set forth in the January 21, 2016, agreement as amended by an addendum dated June 16, 2016.
- b. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the original or extended contract term.

Approved by the Board of Trustees of the Anaheim Union High School District:

\_\_\_\_\_  
Anna L. Piercy  
President, Board of Trustees

\_\_\_\_\_  
Date

Acceptance:

I hereby accept this addendum to the employment agreement dated January 21, 2016 and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Chief Academic Officer of the Anaheim Union High School District.

\_\_\_\_\_  
Manuel Colon  
Chief Academic Officer

\_\_\_\_\_  
Date

**Addendum to the Employment Agreement between the Board of Trustees  
of the Anaheim Union High School District and  
Brad Jackson, Assistant Superintendent Human Resources**

On July 13, 2017, the Anaheim Union High School District Board of Trustees approved the following addendum to the employment agreement with Brad Jackson, Assistant Superintendent Human Resources, originally entered on January 21, 2016, as amended by an addendum dated June 16, 2016.

The original employment agreement is modified as follows:

Section 2: Term

- a. The term of employment for Assistant Superintendent Human Resources shall be extended through June 30, 2020 and shall be subject to the terms and conditions set forth in the January 21, 2016, employment agreement as amended by an addendum dated June 16, 2016.
- b. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the original or extended contract term.

Approved by the Board of Trustees of the Anaheim Union High School District:

\_\_\_\_\_  
Anna L. Piercy  
President, Board of Trustees

\_\_\_\_\_  
Date

Acceptance:

I hereby accept this addendum to the employment agreement dated January 21, 2016 and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Human Resources of the Anaheim Union High School District.

\_\_\_\_\_  
Brad Jackson  
Assistant Superintendent Human Resources

\_\_\_\_\_  
Date

**Addendum to the Employment Agreement between the Board of Trustees  
of the Anaheim Union High School District and  
Jeffrey J. Riel, District Counsel**

On July 13, 2017, the Anaheim Union High School District Board of Trustees approved the following addendum to the employment agreement with Jeffrey J. Riel, District Counsel, originally entered on August 19, 2015, as amended by an addendum dated June 16, 2016.

The original employment agreement is modified as follows:

Section 2: Term

- a. The term of employment for District Counsel shall be extended through June 30, 2020 and shall be subject to the terms and conditions set forth in the August 19, 2015 agreement as amended by an addendum dated June 16, 2016.
- b. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the original or extended contract term.

Approved by the Board of Trustees of the Anaheim Union High School District:

\_\_\_\_\_  
Anna L. Piercy  
President, Board of Trustees

\_\_\_\_\_  
Date

I hereby accept this addendum to the employment agreement dated August 19, 2015 and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as District Counsel of the Anaheim Union High School District.

\_\_\_\_\_  
Jeffrey J. Riel  
District Counsel

\_\_\_\_\_  
Date



**Addendum to the Employment Agreement between the Board of Trustees  
of the Anaheim Union High School District and  
Jennifer Root, Assistant Superintendent Business Services**

On July 13, 2017, the Anaheim Union High School District Board of Trustees approved the following addendum to the employment agreement with Jennifer Root, Assistant Superintendent Business Services, originally entered on June 16, 2016.

The original employment agreement is modified as follows:

Section 2: Term

- a. The term of employment for Assistant Superintendent Business Services shall be extended through June 30, 2020 and shall be subject to the terms and conditions set forth in the June 16, 2016, agreement as modified herein.
- b. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the original or extended contract term.

Section 3: Salary

Effective July 1, 2017, the annual salary will be increased to two hundred two thousand four hundred thirty two (\$202,432) which will be paid in equal monthly installments. The salary will be reviewed annually by the Board and, with the consent of the Board any increases may be made effective at any time during the agreement.

Approved by the Board of Trustees of the Anaheim Union High School District:

\_\_\_\_\_  
Anna L. Piercy  
President, Board of Trustees

\_\_\_\_\_  
Date

Acceptance:

I hereby accept this addendum to the employment agreement dated June 16, 2016, and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Business Services of the Anaheim Union High School District.

\_\_\_\_\_  
Jennifer Root  
Assistant Superintendent Business Services

\_\_\_\_\_  
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT  
AGREEMENT FOR PUPIL TRANSPORTATION

THIS AGREEMENT, made and entered into the 14<sup>th</sup> day of July 2017, by and  
between the  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
A PUBLIC SCHOOL DISTRICT  
And  
WEST COAST ISLAMIC SOCIETY 1717 S BROOKHURST ST, ANAHEIM CA, 92804  
A MOSQUE IN ANAHEIM CA

WITNESSETH:

WHEREAS, the parties hereto desire, from July 14, 2017, through June 30, 2018, that the ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD) will provide buses and drivers to the WEST COAST ISLAMIC SOCIETY on an as needed and when available basis.

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. The AUHSD, for consideration as hereinafter set forth, shall provide school buses and licensed school bus drivers to the WEST COAST ISLAMIC SOCIETY for the transportation of passengers, when the AUHSD has available extra school buses and licensed school bus drivers.
2. The WEST COAST ISLAMIC SOCIETY, in consideration for services rendered, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges.
3. The AUHSD shall indemnify, defend, and hold the WEST COAST ISLAMIC SOCIETY harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The WEST COAST ISLAMIC SOCIETY shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the WEST COAST ISLAMIC SOCIETY.
4. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.

INWITNESS WHEREOF. The parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
Of Orange County

WEST COAST ISLAMIC SOCIETY  
of Orange County, California

\_\_\_\_\_  
Jennifer Root  
Assistant Superintendent, Business

\_\_\_\_\_

West Coast Islamic Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CHANGE ORDER NO.1**

(Deductive)

PROJECT: Bid #2017-12 District Wide Gender Neutral Signage InstallationTO: A Good Sign & Graphics Company

You are hereby directed to comply with this Change Order.

## DESCRIPTION OF CHANGE:

**Work Order #001** – Credit back for Allowance \$<5,000.00> deduct  
 Fabricate 3 new wall signs \$278.20 add

## COST (This cost shall be deleted.):

Original contract price:	\$ 35,000.00
Change Order amount:	\$ (4,721.60)
New contract price:	\$ 30,278.40

## TIME FOR COMPLETION:

Original completion date:	60 consecutive calendar days
Time for completion of Change Order:	no change
New completion date:	60 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.

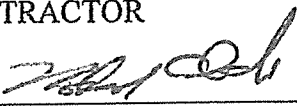
No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

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

CONTRACTOR

DISTRICT

By:   
Signature

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

Richard Abedi  
Print Name

\_\_\_\_\_  
Print Name

President  
Title

\_\_\_\_\_  
Title

July 5, 2017  
Date

\_\_\_\_\_  
Date



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: Gender Neutral Signage Installation  
 Project Number: 2017-12

P.O. # K64A0254  
 DSA #: N/A

## Work Order

To: *A Good Sign & Graphics Company*  
 2110 S. Susan Street  
 Santa Ana, CA 92704

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.

- o COP 01 - Fabricate two (2) new 6"x8" wall signs for Sign Type 3 at Kennedy HS due to wall space limitations \$185. 60; Fabricate one (1) new 6"x8" wall sign for Sign Type 3A at Lexington JHS due to wall space limitations \$92.80. **\$278.40 ADD.**
- o Credit back <\$5,000.00> from Allowance Line 43 On the Schedule of Values. **<\$5,000.00> DEDUCT**

Not Valid until signed by the Owner.

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

**COST:**

- Lump Sum \$4,721.60  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with contract unit prices

**TIME:**

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

	Signature	Date
AUHS Assistant Superintendent, Business	<i>[Signature]</i>	7/5/17
AUHS Patricia Neely	<i>[Signature]</i>	7/5/17
Contractor	<i>[Signature]</i>	6/28/2017
Architect	N/A	
Project Manager	<i>[Signature]</i>	6/20/17
IOR	<i>[Signature]</i>	7-5-17

Tuesday, June 20, 2017

**A GOOD SIGN & GRAPHICS CO**  
COP # 01

Job Name: Anaheim District Wide Gender Neu      Date: June 7, 2017  
 Job Number: 1232      ASI #: Field Change Orders

Full Description of Change in Scope:				
<b>Make New signs in place of signs that were too big to fit</b>				
Breakdown		Direct Labor		
Sign Type	Sign Detail	Hours	Rate	Cost
<b>SUBTOTALS</b>		<b>0.0</b>		<b>\$0.00</b>
Breakdown		Direct Materials		
Sign Type	Sign Detail	Quantity	Rate	Cost
ADA Wall Restroom Signs 6" x 8"	Type 3 restroom Wall Signs @ Kennedy	2.00	\$80.00	\$160.00
ADA Door Restroom Signs 6" x 8"	Type 3A Wall restroom Signs @ Lexington	1.00	\$80.00	\$80.00
<b>SUBTOTALS</b>		<b>3.0</b>		<b>\$240.00</b>
Breakdown		Direct Equipment		
Sign Type	Sign Detail	Qty	Rate	Cost
				\$0.00
<b>SUBTOTALS</b>		<b>0.0</b>		<b>\$0.00</b>
Breakdown		Other		
Sign Type	Sign Detail	Quantity	Rate	Cost
<b>SUBTOTALS</b>				<b>\$0.00</b>

*Combined Subtotal:	\$240.00
15% Markup:	\$36.00
Combined Subtotal + Markup:	\$276.00
Bond 1% (of *Subtotal):	\$2.40
<b>GRAND TOTAL:</b>	<b>\$278.40</b>

(Including GC & First Tier Sub cost)

*[Handwritten Signature]*

SUB. CON - NAME/TITLE

w/o 001  
 6/7/2017 6/20/17  
 L. Gasman 6/25/17

DATE

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

Quantity	Description
	-None-

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

Quantity	Type of Equipment
1	Audio Power Amp
1	Cart (TV)
280	Computers
9	Electric Sanders
13	Hand Held Radio Batteries (Recycle)
10	Hand Held Radios
11	Keyboards
1	KVM/Belkin
3	Laptop Chargers
50	Laptops
6	Lumens/Ladybugs
7	Microphones
123	Monitors
2	Paper Cutters
68	Phones
1	Port Replicator
1	Power Drill
1	Power Saw
40	Printers
41	Projectors
6	Radio Chargers
3	Receiver/Transmitters
90	Safety Glasses
17	Safety Goggles
2	Scanners

1	Switch
9	Televisions
2	VCR/VHS/DVD Players
4	Visors
1	Wireless Mic Receiver

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

<b>Qty</b>	<b>SIPP Property Schedule (Facilities)</b>	<b>Year</b>	<b>Make</b>	<b>Size</b>	<b>DSA Yes Or No</b>
1	#29 Located @Loara HS N. of Bldg. B	1971	Modular Classroom (Poor Condition)	30' x 32'	No
1	#30 Located @Loara HS N. of Bldg. B	1971	Modular Classroom (Poor Condition)	30' x 32'	No
1	#31 Located @Loara HS N. of Bldg. B	1971	Modular Classroom (Poor Condition)	30' x 32'	No



**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) **
<b>LANGUAGE BOOKS</b>					
Mandarin Course Books	20	Outdated	Fair	Obsolete	No To be sold
<b>YEARBOOKS</b>					
Magnolia High School Yearbooks (2003-2012)	299	Outdated	Fair	Obsolete	No To be sold
*Books have been viewed by the Education Division and deemed unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction.					**If not sold, will be destroyed.

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

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L64X0239	3 D FASTENERS	500.00	500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64T0738	3D POTTER INC	5,724.25	300.62	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
			5,423.63	0121000910 6490	WE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
L64X0086	A 1 FENCE COMPANY	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0162	A ALVARADO PAINTING	10,000.00	10,000.00	0110242081 5610	M&O/MAINTENANCE VANDALSIM /
K64A0314	A AND V CONTRACTORS INC.	124,000.00	124,000.00	0110233081 5610	MAINTENANCE/FLOOR/MO / REPAIRS/MAINT - O/S
L64X0087	A TO Z CIRCUIT BREAKERS INC	1,000.00	1,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0008	A Z BUS SALES INC.	15,000.00	15,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0005	A1 TRANSMISSION SERVICE	2,500.00	2,500.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
L64X0088	AAA ELECTRIC MOTOR SALES	30,000.00	30,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0089	ABC SCHOOL EQUIPMENT INC	20,000.00	20,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0203	ACADEMIC ASSET MANAGEMENT INC.	35,000.00	35,000.00	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64X0090	ACCESSORIE AIR COMPRESSOR SYST	1,500.00	1,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0072	ACE HARDWARE	300.00	300.00	0144017010 4310	LEX/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
L64X0153	ACORN MEDIA	5,000.00	5,000.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
L64X0091	ACOUSTICAL MATERIAL SERVICES	20,000.00	20,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64T0002	ACUATIVE CORP.	231.00	231.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
L64R0098	ADA SPORTS BADMINTON AND TENNI	1,108.28	1,108.28	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64X0092	ADI	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64T0720	ADORAMA	1,921.64	1,006.84	0142140027 4320	OXFORD/SCH ADM/SCH ADM / OTHER
			914.80	0142140027 4410	OXFORD/SCH ADM/SCH ADM / EQUIPMENT -
K64T0737	ADORAMA	1,380.17	1,380.17	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL
L64T0015	AERIES SOFTWARE INC	46,446.00	46,446.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
L64X0204	AFFORDABLE PIANO TUNING	3,000.00	3,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S

**ANAHEIM UHSD**

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L64X0036	AICHELE, STEVEN G.	2,500.00	2,500.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
L64R0105	AJ PORTABLES INC	275.00	275.00	0110230081 5620	MAINTENANCE/MO / RENTALS/OPERATING
L64X0093	ALBRIGHT LIGHTING PLASTICS	6,000.00	6,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0235	AMERICAN LOGISTICS COMPANY LLC	9,900.00	9,900.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
K64R1762	AMPLIFIED IT	399.00	399.00	0108108077 5210	INFO SYSTEM/DP / TRAVEL AND CONFERENCE
L64X0062	ANAHEIM ELEMENTARY SCHOOL DIST	10,000.00	10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
L64X0006	ANAHEIM FULLERTON TOWING	1,000.00	1,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
L64X0205	ANAHEIM TOOL REPAIR	1,000.00	1,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0258	APOLLO PRINTING AND GRAPHICS	20,000.00	20,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
K64T0709	APPLE INC	2,693.64	2,693.64	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
K64T0710	APPLE INC	3,039.63	3,039.63	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
K64T0711	APPLE INC	433.84	433.84	0144261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
K64T0717	APPLE INC	214.42	214.42	0142011010 4310	OXFORD/WORLD LNG/INSTR / INSTRUCTIONAL
K64T0721	APPLE INC	1,556.91	1,556.91	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
K64T0723	APPLE INC	42.02	42.02	0144261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
K64T0746	APPLE INC	1,350.80	1,350.80	0147257081 4410	SEVER HD/CP/MO/SEV / EQUIPMENT -
L64X0233	ASBURY ENVIRONMENTAL SERVICES	4,000.00	4,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
L64X0206	ASSOCIATED BUSINESS PRODUCTS	1,500.00	1,500.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
K64A0319	AUGUSTIN EGELSEE LLP	4,250.00	4,250.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
K64A0316	AVID CENTER	65,905.01	3,890.00	0120381010 5310	ANAHEIM/ECIA I/INSTR / DUES AND MEMBERSHIPS
			3,890.00	0122381010 5310	MA/ECIA I/INSTR / DUES AND MEMBERSHIPS
			3,890.00	0123381010 5310	SA/TITLE I/INSTR / DUES AND MEMBERSHIPS
			3,890.00	0124381010 5310	LO/TITLE I/INSTRUCTIONAL / DUES AND
			3,890.00	0125381010 5310	KA/ECIA I/INSTR / DUES AND MEMBERSHIPS
			3,890.00	0131381010 5310	BR/ECIA I/INSTR / DUES AND MEMBERSHIPS

**ANAHEIM UHSD**

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K64A0316	*** CONTINUED ***				
			3,890.00	0132381010 5310	OR/ECIA1/INSTR / DUES AND MEMBERSHIPS
			3,890.00	0135381010 5310	DALE/ECIA1/INSTR / DUES AND MEMBERSHIPS
			3,890.00	0137381010 5310	SY/ECIA1/INSTR / DUES AND MEMBERSHIPS
			3,890.00	0138381010 5310	BALL/ECIA1/INSTR / DUES AND MEMBERSHIPS
			3,890.00	0140381010 5310	SOUTH/ECIA1/INSTR / DUES AND MEMBERSHIPS
			3,890.00	0142000910 5310	OX/LCFF-CONCENTRATION/INSTR / DUES AND
			19,225.01	0163379010 5810	TITLE IIIA / LIMITED ENG PROF /
K64R1751	AVID CENTER	1,520.00	1,520.00	0131545010 5210	BR/AVID DESTINATION/INSTR / TRAVEL AND
L64R0001	AVID CENTER	760.00	760.00	0135381010 5210	DALE/ECIA1/INSTR / TRAVEL AND CONFERENCE
L64R0003	AVID CENTER	2,280.00	2,280.00	0120381010 5210	ANAHEIM/ECIA1/INSTR / TRAVEL AND
L64R0004	AVID CENTER	835.00	835.00	0120545010 5210	AN/AVID DESTINATION GRADUATION / TRAVEL
L64R0014	AVID CENTER	3,190.00	3,190.00	0124381010 5210	LO/TITLE I/INSTRUCTIONAL / TRAVEL AND
L64R0019	AVID CENTER	760.00	760.00	0120545010 5210	AN/AVID DESTINATION GRADUATION / TRAVEL
L64R0071	AVID CENTER	3,950.00	3,950.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
L64X0007	AXLE TRANSMISSION XCHANGE	2,500.00	2,500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
K64T0719	B AND H PHOTO VIDEO INC	342.98	342.98	0128002010 4310	CY/BUS ED/INSTR / INSTRUCTIONAL MATL &
K64T0745	B AND H PHOTO VIDEO INC	1,256.51	1,256.51	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL
K64T0747	B AND H PHOTO VIDEO INC	8,255.62	5,872.37	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL
			2,383.25	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
L64X0154	B AND H PHOTO VIDEO INC	3,000.00	3,000.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
L64X0094	B AND K ELECTRIC WHOLESALE	15,000.00	15,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0099	B AND M LAWN AND GARDEN INC	18,000.00	18,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES
L64X0207	B AND M LAWN AND GARDEN INC	6,000.00	6,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0083	BALL JR HIGH SCHOOL	1,000.00	1,000.00	0138054040 5810	BALL/AFTSCHL/ANCIL / NON-INSTRUCTIONAL
K64R1730	BARNES AND NOBLE	29.29	29.29	0138000910 4210	BA/LCFF-CONCENTRATION/INSTR / BOOKS AND

**ANAHEIM UHSD**

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K64R1748	BARNES AND NOBLE	594.46	594.46	0138251511 4210	LEARN HDCP / SE SE / BOOKS AND REFERENCE
L64X0101	BARNEY'S BLENDS INC.	10,000.00	10,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64X0102	BAVCO	7,500.00	7,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0103	BEE BUSTERS	5,000.00	5,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
L64X0104	BELL PIPE AND SUPPLY CO	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0009	BETTS SPRING CO INC	1,000.00	1,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0107	BIG D SUPPLIES	2,000.00	2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0259	BJ BINDERY	35,000.00	35,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0108	BLACK AND DECKER U S INC	1,000.00	1,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0109	BOBCAT OF LOS ANGELES INC	20,000.00	20,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
K64R1729	BOOK SYSTEMS INC	74.65	74.65	0123000024 4315	SA/L M T / LIBRARY/MEDIA/TECH SUPPLIES
K64T0712	BOOK SYSTEMS INC	317.86	317.86	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
K64T0714	BOOK SYSTEMS INC	317.86	317.86	0137001024 4315	LIBRARY / LIBRARY/MEDIA/TECH SUPPLIES
L64T0021	BOOK SYSTEMS INC	19,535.00	19,535.00	0153381010 5880	SP PR ADM/ECIA1/INSTR / OTHER OPERATING
L64X0110	BROOKS INSTALLATIONS	15,000.00	15,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
L64X0100	BSN SPORTS LLC	2,000.00	2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0208	BUSINESS MACHINES UNLIMITED	5,000.00	5,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
K64C0261	BUSWEST LLC	1,303.34	1,303.34	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
K64C0270	BUSWEST LLC	1,334.46	1,334.46	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0010	BUSWEST LLC	15,000.00	15,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
K64T0741	C.I. BUSINESS EQUIPMENT INC	499.00	499.00	0106106072 5610	BUSINESS/GENL ADM / REPAIRS/MAINT - O/S
L64X0209	CAL LIFT INC	9,500.00	9,500.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0111	CALIFORNIA CUSHION COMPANY INC	2,000.00	2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0112	CALIFORNIA PLUMBING PARTS	73,000.00	73,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES

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L64X0113	CALIFORNIA RETROFIT INC	6,000.00	6,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64R0073	CALIFORNIA STATE UNIVERSITY	255.00	255.00	0120381010 5210	ANAHEIM/ECIAI/INSTR / TRAVEL AND
L64X0210	CAMERA TECH REPAIRS	4,000.00	4,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0084	CAMERON WELDING SUPPLY	2,000.00	2,000.00	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
L64X0114	CAMERON WELDING SUPPLY	4,000.00	4,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0011	CANYON AUTO GLASS	2,000.00	2,000.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
L64X0211	CAPISTRANO GOLF CARS INC	15,000.00	15,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64T0003	CARASOFT TECHNOLOGY CORP	21,643.00	21,643.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
L64X0012	CARMENITA TRUCK CENTER	1,000.00	1,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64R0033	CARNEGIE LEARNING INC.	44,271.46	44,271.46	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0034	CARNEGIE LEARNING INC.	42,640.77	42,640.77	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0035	CARNEGIE LEARNING INC.	31,919.86	31,919.86	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0036	CARNEGIE LEARNING INC.	33,012.78	33,012.78	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0037	CARNEGIE LEARNING INC.	30,028.95	30,028.95	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0038	CARNEGIE LEARNING INC.	25,952.24	25,952.24	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0039	CARNEGIE LEARNING INC.	18,371.27	18,371.27	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0040	CARNEGIE LEARNING INC.	29,699.34	29,699.34	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0041	CARNEGIE LEARNING INC.	20,123.39	20,123.39	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0042	CARNEGIE LEARNING INC.	237.06	237.06	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
K64T0724	CAROLINA BIOLOGICAL SUPPLY CO.	914.80	914.80	0140000910 5880	SO/LCFF-CONCENTRATION/INSTR / OTHER
L64R0109	CAROLINA BIOLOGICAL SUPPLY CO.	124.87	124.87	0131032010 4310	BR/GEN SCI/INSTR / INSTRUCTIONAL MATL &
K64R1758	CARROT TOP INDUSTRIES INC	1,058.20	1,058.20	0137000910 4310	SY/LCFF-CONCENTRATION/INSTR /
L64X0212	CART MAN INC, THE	29,000.00	29,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
K64M0108	CASE AND SONS CONSTRUCTION INC	14,800.00	14,800.00	0150231081 5610	ADMIN/ELECTRIC/MO / REPAIRS/MAINT - O/S

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L64T0016	CDW GOVERNMENT INC.	4,970.00	4,970.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
L64X0115	CEMEX	25,000.00	25,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64R0043	CENGAGE LEARNING	11,219.48	11,219.48	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0044	CENGAGE LEARNING	6,411.12	6,411.12	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0045	CENGAGE LEARNING	4,006.96	4,006.96	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0046	CENGAGE LEARNING	8,815.31	8,815.31	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0047	CENGAGE LEARNING	7,212.52	7,212.52	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0048	CENGAGE LEARNING	6,411.12	6,411.12	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0050	CENGAGE LEARNING	7,212.52	7,212.52	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0051	CENGAGE LEARNING	1,602.79	1,602.79	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0052	CENGAGE LEARNING	956.28	956.28	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0056	CENGAGE LEARNING	1,829.06	1,829.06	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0057	CENGAGE LEARNING	1,045.18	1,045.18	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0058	CENGAGE LEARNING	522.59	522.59	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0059	CENGAGE LEARNING	1,306.47	1,306.47	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0060	CENGAGE LEARNING	1,045.18	1,045.18	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0061	CENGAGE LEARNING	1,045.18	1,045.18	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0062	CENGAGE LEARNING	1,045.18	1,045.18	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64T0004	CERTICA SOLUTIONS INC	32,512.20	32,512.20	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
L64X0055	CERTIFIED TRANSPORTATION SVCS	9,900.00	9,900.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
L64X0116	CHRISTIAN BUILDING MATERIALS	40,000.00	40,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64A0321	CINNAMON HILLS YOUTH CRISIS CT	29,376.18	23,301.18	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			6,075.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
K64A0322	CINNAMON HILLS YOUTH CRISIS CT	28,501.46	22,561.46	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC

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K64A0322	*** CONTINUED ***		5,940.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
L64X0117	CISCO'S SHOP INC.	3,000.00	3,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64A0318	CITLAU, RENEE	10,000.00	10,000.00	0117469021 5810	ED/EDUCATOR EFFECTIVENESS/SUPR /
L64X0014	CITY AUTO TOP	6,000.00	6,000.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
L64X0118	CLARK SECURITY PRODUCTS	20,000.00	20,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0260	COAST TO COAST LABEL	3,500.00	3,500.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0261	COCO PRINTING AND GRAPHICS	20,000.00	20,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0262	COLOR TECH SCREENPRINTING INC.	1,000.00	1,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0119	COMMERCIAL DOOR METAL SYSTEMS	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0137	COMPREHENSIVE DRUG TESTING	6,000.00	6,000.00	0105105072 5810	CLASS HR/GENL ADM / NON-INSTRUCTIONAL
L64X0120	COUNTY CIRCUIT BREAKERS	1,000.00	1,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0013	CREATIVE BUS SALES	15,000.00	15,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64R0075	CSUSM EXTENDED STUDIES	170.00	170.00	0120381010 5210	ANAHEIM/ECTA1/INSTR / TRAVEL AND
K64C0181	CULVER NEWLIN	196,025.92	114,763.26	2427731185 4310	KE/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			81,262.66	2427731185 4410	KE/BOND SERIES 2015 - MEAS H / EQUIPMENT -
K64C0182	CULVER NEWLIN	77,464.80	42,438.51	2442731185 4310	OX/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			35,026.29	2442731185 4410	OX/BOND SERIES 2015 - MEAS H / EQUIPMENT -
K64C0183	CULVER NEWLIN	181,460.70	106,992.25	2421731185 4310	WE/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			74,468.45	2421731185 4410	WE/BOND SERIES 2015 - MEAS H / EQUIPMENT -
K64C0184	CULVER NEWLIN	203,489.20	137,545.45	2428731185 4310	CYP/BOND SERIES 2015 - MEAS H /
			65,943.75	2428731185 4410	CYP/BOND SERIES 2015 - MEAS H / EQUIPMENT -
K64C0185	CULVER NEWLIN	57,341.27	35,443.78	2444731185 4310	LEX/BOND SERIES 2015 - MEAS H /
			21,897.49	2444731185 4410	LEX/BOND SERIES 2015 - MEAS H / EQUIPMENT -
K64C0187	CULVER NEWLIN	78,881.44	55,475.66	2468731185 4310	GIL/BOND SER 2015-MEAS H / INSTRUCTIONAL
			23,405.78	2468731185 4410	GIL/BOND SER 2015-MEAS H / EQUIPMENT -



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K64C0190	CULVER NEWLIN	67,294.66	50,493.73	2432731185 4310	OR/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			16,800.93	2432731185 4410	OR/BOND SERIES 2015 - MEAS H / EQUIPMENT -
K64C0191	CULVER NEWLIN	153,360.13	87,958.04	2423731185 4310	SA/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			65,402.09	2423731185 4410	SA/BOND SERIES 2015 - MEAS H / EQUIPMENT -
K64C0193	CULVER NEWLIN	170,326.31	124,946.59	2425731185 4310	KA/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			45,379.72	2425731185 4410	KA/BOND SERIES 2015 - MEAS H / EQUIPMENT -
K64C0194	CULVER NEWLIN	13,023.09	9,452.52	2435731185 4310	DALE/BOND SERIES 2015 - MEAS H /
			3,570.57	2435731185 4410	DALE/BOND SERIES 2015 - MEAS H / EQUIPMENT -
K64C0195	CULVER NEWLIN	148,752.87	82,082.84	2437731185 4310	SY/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			66,670.03	2437731185 4410	SY/BOND SERIES 2015 - MEAS H / EQUIPMENT -
K64C0196	CULVER NEWLIN	77,251.38	52,501.47	2440731185 4310	SO/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			24,749.91	2440731185 4410	SO/BOND SERIES 2015 - MEAS H / EQUIPMENT -
K64C0197	CULVER NEWLIN	38,238.44	28,015.76	2422731185 4310	MA/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			10,222.68	2422731185 4410	MA/BOND SERIES 2015 - MEAS H / EQUIPMENT -
K64C0198	CULVER NEWLIN	312,706.99	206,648.86	2424731185 4310	LO/BOND SERIES 2015 - MEAS H / INSTRUCTIONAL
			106,058.13	2424731185 4410	LO/BOND SERIES 2015 - MEAS H / EQUIPMENT -
K64C0199	CULVER NEWLIN	15,457.66	11,990.80	0124159510 4310	LOARA/ACCTS RECEIVABLE / INSTRUCTIONAL
			3,466.86	0124159510 4410	LOARA/ACCTS RECEIVABLE / EQUIPMENT -
K64C0253	CULVER NEWLIN	1,421.43	1,421.43	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL &
K64C0265	CULVER NEWLIN	5,727.99	5,727.99	0128230081 6490	CY/GENERAL/MO / EQUIPMENT - OTHER
K64R1750	CULVER NEWLIN	1,987.99	1,987.99	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
L64A0020	CULVER NEWLIN	288.66	288.66	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
L64R0054	CULVER NEWLIN	398.24	398.24	0131140027 4320	BR/SCH ADM/SCH ADM / OTHER OFFICE/MISC
L64X0252	CVT RECYCLING	10,000.00	10,000.00	0111000081 5580	MO/MO / SANITATION
K64T0715	D AND D SECURITY RESOURCES INC	51.56	51.56	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
L64X0213	DAILY SAW SERVICE	2,000.00	2,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S

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L64X0063	DALE JUNIOR HIGH ASB	3,000.00	3,000.00	0135054040 5810	DALE/AFTSCHL/ANCIL / NON-INSTRUCTIONAL
K64A0312	DALE M. FIOLA ATTORNEY AT LAW	15,000.00	15,000.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
L64X0015	DARTCO TRANSMISSION SALES SVC	5,000.00	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
K64A0326	DEMSEY FILLIGER AND ASSOCIATES	5,500.00	5,500.00	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
K64R1765	DEPARTMENT OF GENERAL SERVICES	36,854.50	36,854.50	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
K64M0117	DHK PLUMBING AND PIPING INC	6,500.00	6,500.00	0123239081 5610	SA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
L64X0016	DIESEL SPECIALISTS	6,000.00	6,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
K64R1739	DISPLAYS2GO	137.84	137.84	0177177072 4320	RISK MANAGEMENT / OTHER OFFICE/MISC
K64A0317	DOVER, ALISON	500.00	500.00	0117469010 5810	ED DIV/EDUCATOR EFFECT/INSTR /
L64X0121	DUNN EDWARDS PAINTS	60,000.00	60,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64T0718	DUXBURY SYSTEMS	342.86	342.86	0120255511 5880	VISION/SE SEP CL/SEV / OTHER OPERATING
L64X0122	E.B. BRADLEY COMPANY	2,500.00	2,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0080	E3 AUDIOMETRICS	600.00	600.00	0147257011 5610	SEVER HDCP/SE SEP CL/SEV / REPAIRS/MAINT - O/S
L64X0123	EBERHARD EQUIPMENT	18,000.00	18,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64R0005	EBSCO SUBSCRIPTION SERVICE	18.73	18.73	0121007010 4310	WESTERN/INS MUS/INSTR / INSTRUCTIONAL MATL
L64R0006	EBSCO SUBSCRIPTION SERVICE	121.31	74.09	0137013010 4310	SY/HECT/INSTR / INSTRUCTIONAL MATL &
L64R0007	EBSCO SUBSCRIPTION SERVICE	255.03	47.22	0137019010 4310	SY/MANUF TECH/INSTR / INSTRUCTIONAL MATL &
L64R0008	EBSCO SUBSCRIPTION SERVICE	618.38	255.03	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL &
L64R0009	EBSCO SUBSCRIPTION SERVICE	67.92	618.38	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL &
L64R0010	EBSCO SUBSCRIPTION SERVICE	17.81	8.92	0132001024 4210	LIBRARY / BOOKS AND REFERENCE MATERIAL
L64R0011	EBSCO SUBSCRIPTION SERVICE	94.44	59.00	0132006010 4310	OR/THEATER/INSTR / INSTRUCTIONAL MATL &
L64R0012	EBSCO SUBSCRIPTION SERVICE	503.31	17.81	0122012010 4310	MA/HEALTH/INSTR / INSTRUCTIONAL MATL &
			94.44	0144000024 4210	LEX / L M T / BOOKS AND REFERENCE MATERIAL
			503.31	0120000024 4315	ANAHEIM/ L M T / LIBRARY/MEDIA/TECH SUPPLIES

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L64R0018	EBSCO SUBSCRIPTION SERVICE	298.19	279.46	0127000024 4315	KE/L M T / LIBRARY/MEDIA/TECH SUPPLIES
			18.73	0127007010 4310	KE/INS MUS/INSTR / INSTRUCTIONAL MATL &
L64R0021	EBSCO SUBSCRIPTION SERVICE	55.25	55.25	0135000024 4210	DALE / L M T / BOOKS AND REFERENCE MATERIAL
L64R0026	EBSCO SUBSCRIPTION SERVICE	1,106.48	1,106.48	0125381010 4310	KA/ECIA1/INSTR / INSTRUCTIONAL MATL &
L64T0019	EBSCO SUBSCRIPTION SERVICE	37,000.00	37,000.00	0153381021 5880	SP PR ADM/ECIA1/SUPV INST / OTHER OPERATING
L64X0124	ECONOMY RENTALS INC	25,000.00	25,000.00	0110230081 5620	MAINTENANCE/MO / RENTALS/OPERATING
L64X0214	ECONOMY RENTALS INC	3,000.00	3,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64T0020	ENCYCLOPAEDIA BRITANNICA INC.	22,000.00	22,000.00	0153381021 5880	SP PR ADM/ECIA1/SUPV INST / OTHER OPERATING
L64T0009	ESRI INC.	377.13	377.13	0120405010 5880	TRANSP GRANT/INSTR / OTHER OPERATING
L64A0031	EVOQUA WATER TECHNOLOGIES LLC.	1,175.04	1,175.04	0113113036 4380	TRANS/REG-ED/TRANSPORTATION /
L64X0078	EVOQUA WATER TECHNOLOGIES LLC.	5,000.00	5,000.00	0113113036 4380	TRANS/REG-ED/TRANSPORTATION /
L64X0125	EWING IRRIGATION PRODUCTS	10,000.00	10,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0126	EXPRESS PIPE AND SUPPLY CO INC	15,000.00	15,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64T0005	FARONICS TECHNOLOGIES USA INC	7,595.41	7,595.41	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
L64X0127	FARR'S CUSTOM CARBIDE TOOLING	2,000.00	2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64A0325	FATHER FLANAGAN'S BOYS' HOME	7,982.00	7,982.00	0119282539 5810	SP ED MENTAL HEALTH SERVICES /
L64X0215	FEDEX	8,000.00	8,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0128	FENN TERMITE AND PEST CONTROL	50,000.00	50,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
K64C0273	FERGUSON ENTERPRISES INC	3,577.30	3,577.30	0128239081 4410	CY/PLUMB/MO / EQUIPMENT - NON-CAPITALIZED
L64R0091	FERGUSON ENTERPRISES INC	566.50	566.50	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0129	FERGUSON ENTERPRISES INC	76,000.00	76,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0018	FIRST CALL	1,000.00	1,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0019	FLEET SERVICES INC	45,000.00	45,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64A0029	FROG ENVIRONMENTAL INC.	4,236.00	4,236.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION /

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L64X0130	GAIL MATERIALS	25,000.00	25,000.00	01111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64X0068	GANAHL LUMBER CO	2,000.00	2,000.00	0144000081 4347	LEX/MO / OPERATIONS SUPPLIES - MISC
L64X0069	GANAHL LUMBER CO	800.00	800.00	0144054040 4347	LEX/AFTSCHL/ANCIL / OPERATIONS SUPPLIES -
L64X0131	GANAHL LUMBER CO	10,000.00	10,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0132	GANAHL LUMBER CO	45,000.00	45,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0263	GANS INK AND SUPPLY CO. INC.	2,000.00	2,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
K64C0272	GARY'S RADIATOR SERVICE	1,400.76	1,400.76	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS
L64X0020	GARY'S RADIATOR SERVICE	4,500.00	4,500.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
L64X0197	GATEWAY URGENT CARE CENTER	5,000.00	5,000.00	6800680060 5890	WORKERS COMP/ENTERP / CLAIMS - WORKERS
L64X0027	GCR TIRES AND SERVICE	35,000.00	35,000.00	0179113036 4386	GARAGE/TRANS-REG ED/TRANSPORT /
K64A0313	GDL BEST CONTRACTORS INC	126,000.00	126,000.00	0110237081 5610	MAINTENANCE/PAINT/MO / REPAIRS/MAINT - O/S
K64A0315	GDL BEST CONTRACTORS INC	167,000.00	167,000.00	0110233081 5610	MAINTENANCE/FLOOR/MO / REPAIRS/MAINT - O/S
L64X0133	GEARY PACIFIC SUPPLY	1,500.00	1,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64M0111	GIANNELLI ELECTRIC INC.	1,876.00	1,876.00	0138000910 5610	BA/LCFF-CONCENTRATION/INSTR /
K64M0119	GIANNELLI ELECTRIC INC.	16,310.00	16,310.00	0122231081 5610	MA/ELECTRIC/MO / REPAIRS/MAINT - O/S
L64X0135	GLASBY MAINTENANCE SUPPLY CO.	15,000.00	15,000.00	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS
L64X0196	GOLDEN WEST MEDICAL CENTER	2,000.00	2,000.00	6800680060 5890	WORKERS COMP/ENTERP / CLAIMS - WORKERS
K64R1752	GOODHEART WILLCOX CO INC	4,539.51	4,539.51	0125393010 4210	KA/VEA-2B/INSTR / BOOKS AND REFERENCE
L64R0080	GOODHEART WILLCOX CO INC	58,531.13	58,531.13	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0081	GOODHEART WILLCOX CO INC	61,132.52	61,132.52	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0082	GOODHEART WILLCOX CO INC	11,690.27	11,690.27	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0083	GOODHEART WILLCOX CO INC	50,466.85	50,466.85	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0084	GOODHEART WILLCOX CO INC	40,841.73	40,841.73	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0085	GOODHEART WILLCOX CO INC	34,208.20	34,208.20	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE

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L64R0086	GOODHEART WILLCOX CO INC	37,329.86	37,329.86	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0087	GOODHEART WILLCOX CO INC	35,638.96	35,638.96	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0088	GOODHEART WILLCOX CO INC	44,223.53	44,223.53	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0089	GOODHEART WILLCOX CO INC	17,299.20	17,299.20	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0095	GOPHER SPORTS EQUIPMENT	2,615.42	2,154.79	0135027010 4310	DALE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
			460.63	0135027010 4410	DALE/PHYS ED/INSTR / EQUIPMENT -
L64R0096	GOPHER SPORTS EQUIPMENT	2,782.49	2,782.49	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64T0013	GOV CONNECTION INC	186.86	186.86	0120381010 4310	ANAHEIM/ECIAI/INSTR / INSTRUCTIONAL MATL &
L64X0021	GRAINGER	2,000.00	2,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0136	GRAINGER	47,000.00	47,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0064	GRAYBAR ELECTRIC COMPANY	8,000.00	8,000.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
L64X0139	GRAYBAR ELECTRIC COMPANY	10,000.00	10,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0140	GREENS DISCOUNT GLASS AND SCRE	25,000.00	25,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64R1741	GROMMET MART INC.	374.97	374.97	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0022	H AND H AUTO PARTS WHOLESALE	20,000.00	20,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0134	HALL CO INC, GEORGE T	1,000.00	1,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64M0116	HAMILTON CEILING SYSTEMS	16,260.00	16,260.00	0125233081 5610	KA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
K64A0320	HANOVER RESEARCH COUNCIL	10,500.00	10,500.00	0153000921 5810	SP PROG/LCFF (EIA)/SUPRV INSTR /
L64R0104	HAULAWAY STORAGE CONTAINERS IN	360.00	360.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
L64X0023	HD INDUSTRIES	10,000.00	10,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64R0103	HERK EDWARDS INC.	1,269.40	1,269.40	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64T0702	HEWLETT PACKARD COMPANY	34.94	34.94	0140000910 5880	SO/LCFF-CONCENTRATION/INSTR / OTHER
K64T0725	HEWLETT PACKARD COMPANY	131.76	131.76	0119283011 5880	SYS/INSTR / OTHER OPERATING EXPENSES
K64T0727	HEWLETT PACKARD COMPANY	18.83	18.83	0144261012 5880	SE RES SP(RSP)/SE RES SP/INSEV / OTHER

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K64C0263	HILLYARD FLOOR CARE SUPPLY	680.88	680.88	0127000081 4410	KE/MO / EQUIPMENT - NON-CAPITALIZED
K64C0268	HILLYARD FLOOR CARE SUPPLY	170.79	170.79	0127000081 4347	KE/MO / OPERATIONS SUPPLIES - MISC
K64R1756	HILLYARD FLOOR CARE SUPPLY	7,969.55	7,969.55	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS
L64X0141	HIRSCH PIPE AND SUPPLY CO. INC	2,500.00	2,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0024	HOME DEPOT CREDIT SERVICES	2,500.00	2,500.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
L64X0065	HOME DEPOT CREDIT SERVICES	1,500.00	1,500.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
L64X0082	HOME DEPOT CREDIT SERVICES	1,200.00	1,200.00	0147257081 4347	SEVER HDCP/MO/SEV / OPERATIONS SUPPLIES -
L64X0095	HOME DEPOT CREDIT SERVICES	4,800.00	4,800.00	0128591510 4310	CY/LOCAL GRANT & GIFT / INSTRUCTIONAL MATL
L64X0142	HORIZON	10,000.00	10,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
K64C0267	HOTSY EQUIPMENT CO.	1,579.55	1,579.55	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
L64X0143	HOTSY EQUIPMENT CO.	4,500.00	4,500.00	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS
L64X0144	HOWARD INDUSTRIES	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64T0722	HUMANWARE USA INC	126.98	126.98	0135255511 4310	VISION/SE SEP CL/SEV / INSTRUCTIONAL MATL &
L64R0092	ICS SERVICE CO.	2,129.61	2,129.61	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
L64X0200	ICS SERVICE CO.	20,000.00	10,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
			10,000.00	0110245081 5610	M & O/SAFETY & SECURITY/M&O /
L64X0066	IMAGE APPAREL FOR BUSINESS	2,300.00	2,300.00	0108108077 4345	INFO SYSTEM/DP / OPERATIONS SUPPLIES -
L64X0076	IMAGE APPAREL FOR BUSINESS	30,000.00	30,000.00	0113113036 4388	TRANS/REG-ED/TRANSPORTATION /
L64X0145	IMAGE APPAREL FOR BUSINESS	29,500.00	29,500.00	0111220081 4345	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64X0216	IMAGE APPAREL FOR BUSINESS	3,000.00	3,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0264	IMAGE SOURCE	10,000.00	10,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0146	INLAND TOP SOIL MIXES INC.	20,000.00	20,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
K64T0740	INTELESYSONE INC.	233.05	233.05	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
K64T0748	INTELESYSONE INC.	233.71	233.71	0172489510 4320	SAFE SCHL/TUPE GNT-COHORT J / OTHER

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L64T0006	INTERACTIVE EDUCATIONAL SERVIC	11,500.00	11,500.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
K64T0729	INTERLIGHT	430.89	430.89	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR /
L64X0025	JACKSONS A S BREA F M P	60,000.00	60,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0148	JACKSONS A S BREA F M P	20,000.00	20,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64X0265	JART DIRECT MAIL SERVICE	50,000.00	50,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0026	JASPER ENGINES AND TRANSMISSIO	5,000.00	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
K64R1754	JAUREGUI, ROBERT	500.00	500.00	0120177072 5230	RISK MANAGEMENT/GEN ADMIN /
L64X0075	JEYCO PRODUCTS INC	40,000.00	40,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0147	JHM SUPPLY INC.	75,000.00	75,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0056	JOE RHODES MAINTENANCE SERVICE	2,500.00	2,500.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION /
K64R1732	JOHN RIZUTO'S KILN SERVICE	600.00	600.00	0120140027 5610	ANAHEIM/SCH ADM / REPAIRS/MAINT - O/S
L64X0217	JOHN RIZUTO'S KILN SERVICE	3,000.00	3,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0149	JOHNSON CONTROLS	20,000.00	20,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0150	JOHNSTONE SUPPLY	3,000.00	3,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0151	K 12 SPECIALTIES INC	8,000.00	8,000.00	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS
L64A0022	KEENAN ASSOCIATES	61,724.00	61,724.00	0100000010 3901	GEN FUND/INSTR / OTHER
L64A0024	KEENAN ASSOCIATES	58,065.00	58,065.00	0100000010 3901	GEN FUND/INSTR / OTHER
L64X0266	KELLY PAPER	5,000.00	5,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0106	KENNEDY HIGH SCHOOL	10,000.00	10,000.00	0127028040 5810	KE/ATHLET/ANCILLARY / NON-INSTRUCTIONAL
L64X0152	KNORR SYSTEMS	50,000.00	50,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64A0001	KUSTOM IMPRINTS	10,000.00	10,000.00	0135027010 4366	DALE/PHYS ED/INSTR / REIMBURSE - PE FUND
L64A0002	KUSTOM IMPRINTS	4,300.00	349.49	0122000010 4310	MA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			3,950.51	0122027010 4310	MA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64A0003	KUSTOM IMPRINTS	5,800.00	5,800.00	0142027010 4310	OXFORD/PHYS ED/INSTR / INSTRUCTIONAL MATL

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L64A0004	KUSTOM IMPRINTS	10,000.00	10,000.00	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64A0005	KUSTOM IMPRINTS	1,000.00	1,000.00	0120027010 4310	ANAHEIM/PHYS ED/INSTR / INSTRUCTIONAL MATL
L64A0006	KUSTOM IMPRINTS	5,000.00	5,000.00	0123027010 4310	SA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64A0007	KUSTOM IMPRINTS	6,800.00	6,800.00	0121027010 4310	WESTERN/PHYS ED/INSTR / INSTRUCTIONAL MATL
L64A0008	KUSTOM IMPRINTS	11,800.00	11,800.00	0128027010 4310	CY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64A0009	KUSTOM IMPRINTS	10,000.00	10,000.00	0125027010 4310	KA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64A0010	KUSTOM IMPRINTS	13,000.00	13,000.00	0140027010 4310	SOUTH/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64A0011	KUSTOM IMPRINTS	8,000.00	8,000.00	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64A0012	KUSTOM IMPRINTS	8,500.00	8,500.00	0124027010 4310	LOARA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64A0013	KUSTOM IMPRINTS	8,500.00	8,500.00	0132027010 4310	OR/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64A0014	KUSTOM IMPRINTS	14,000.00	14,000.00	0134027010 4310	WA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64A0015	KUSTOM IMPRINTS	15,000.00	15,000.00	0137027010 4310	SY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64A0016	KUSTOM IMPRINTS	9,300.00	9,300.00	0131027010 4310	BR/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64A0017	KUSTOM IMPRINTS	10,000.00	10,000.00	0138027010 4310	BALL/PHYS ED/INSTR / INSTRUCTIONAL MATL &
K64M0120	KYA SERVICES	1,893.97	1,893.97	0137233081 5610	SY/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
L64X0105	LA PALMA CLEANERS	2,000.00	2,000.00	0127028081 5560	KENNEDY/ATHLETICS/FIELD SUPP / LAUNDRY
K64R1761	LACOE	8,465.38	8,465.38	0100000792 7142	LCFF/OCDE TRANSFER / IAA-PAYMENTS TO CTY
L64X0163	LAIRD PLASTICS	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0164	LATHAM TIME COMPANY	12,500.00	12,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64R1731	LEGO EDUCATION	4,318.70	4,318.70	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL
L64X0165	LEONARD CHAIDEZ TREE SERVICE	2,000.00	2,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64X0166	LETTER PERFECT SIGNS	15,000.00	15,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0070	LEXINGTON JUNIOR HIGH SCHOOL	2,000.00	2,000.00	0144054040 5810	LEX/AFTSCHL/ANCIL / NON-INSTRUCTIONAL PROF
K64R1737	LIBERTY PAPER	14,427.73	14,427.73	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL



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K64R1740	LIFETOUGH NATIONAL SCHOOL STUD	1,006.56	1,006.56	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR /
L64X0167	LINCOLN AQUATICS	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64R1747	LONG BEACH USD	725.00	725.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
K64C0264	LOS ANGELES FREIGHTLINER INC	1,058.75	1,058.75	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS
L64X0029	LOS ANGELES FREIGHTLINER INC	5,000.00	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0097	LUCYS LAUNDRY ANAHEIM	1,800.00	1,800.00	0122028081 5560	MAGNOLIA/ATHLETICS/FIELD SUPP / LAUNDRY
L64X0057	LUX BUS AMERICA COMPANY	9,650.00	9,650.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
L64X0030	MAACO	5,000.00	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
K64R1760	MAGNOLIA HIGH SCHOOL	277.08	277.08	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
L64X0098	MAGNOLIA HIGH SCHOOL	7,000.00	7,000.00	0122028040 5810	MA/ATHLET/ANCILL / NON-INSTRUCTIONAL PROF
L64X0031	MC COY MILLS FORD	2,500.00	2,500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0032	MC FADDEN DALE HARDWARE CO	1,000.00	1,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0168	MC FADDEN DALE HARDWARE CO	23,000.00	23,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64R0063	MC GRAW HILL EDUCATION INC.	21,497.42	21,497.42	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0064	MC GRAW HILL EDUCATION INC.	26,555.63	26,555.63	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0065	MC GRAW HILL EDUCATION INC.	24,026.53	24,026.53	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0066	MC GRAW HILL EDUCATION INC.	11,380.99	11,380.99	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0067	MC GRAW HILL EDUCATION INC.	18,968.30	18,968.30	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0068	MC GRAW HILL EDUCATION INC.	10,116.43	10,116.43	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0069	MC GRAW HILL EDUCATION INC.	7,587.33	7,587.33	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0070	MC GRAW HILL EDUCATION INC.	18,968.31	18,968.31	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64X0155	MCM ELECTRONICS	3,000.00	3,000.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
L64X0169	MD INSTALLATIONS INT'L INC.	10,000.00	10,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
L64X0004	METRO DIESEL INJECTION INC	11,000.00	11,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /

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L64R0100	MG ARTS	2,800.00	2,800.00	0144000010 5610	LEX/INSTR / REPAIRS/MAINT - O/S SERVICES
K64R1745	MICWORKS INC	214.44	214.44	0142000910 5620	OX/LCFF-CONCENTRATION/INSTR /
L64X0170	MILWAUKEE ELECTRIC TOOL CORP.	500.00	500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0033	MOBILE INDUSTRIAL SUPPLY	1,500.00	1,500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0171	MONTGOMERY HARDWARE CO.	70,000.00	70,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0218	MUSIC AND ARTS CENTERS	1,000.00	1,000.00	01114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0234	MYGRANT GLASS COMPANY INC.	5,000.00	5,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
K64R1749	NASCO MODESTO	368.83	184.41	0138251511 4310	LEARN HDCP / SE SE / INSTRUCTIONAL MATL &
L64R0110	NASCO MODESTO	689.22	184.42	0138252011 4310	BALL/MILD MODERATE/SE SEP CL/N /
L64R0053	NASSP	385.00	385.00	0121000010 5310	BR/GEN SCI/INSTR / INSTRUCTIONAL MATL &
L64R0072	NASSP	385.00	385.00	0120000010 5310	WESTERN/INSTR / DUES AND MEMBERSHIPS
K64T0732	NEWSOLA	750.00	750.00	0121000910 5880	ANAHEIM/INSTR / DUES AND MEMBERSHIPS
L64R0076	NEWSPAPERS2	350.00	350.00	0128000910 5210	WE/LCFF-CONCENTRATION/INSTR / OTHER
K64R1743	NIMCO	487.49	487.49	0123489510 4310	CY/LCFF-CONCENTRATION/INSTR / TRAVEL AND
L64X0035	O'REILLY AUTO PARTS	6,000.00	6,000.00	0179113036 4376	SA/TUPE-COHORT J-TIER 2/INSTR /
L64X0172	OC LAND MGMT SERVICE	10,000.00	10,000.00	0111220081 4347	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0219	OC MEDICAL SUPPLY INC	800.00	800.00	0114114072 5610	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64X0198	OCCUPATIONAL HEALTH CENTERS	5,000.00	5,000.00	6800680060 5890	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64A0030	OCDE	6,850.00	6,850.00	0108108077 5610	WORKERS COMP/ENTERP / CLAIMS - WORKERS
L64R0002	OCDE	725.00	725.00	0122381010 5210	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
L64R0013	OCDE	725.00	725.00	0124381010 5210	MA/ECIA1/INSTR / TRAVEL AND CONFERENCE
L64R0015	OCDE	725.00	725.00	0117393010 5210	LO/TITLE I/INSTRUCTIONAL / TRAVEL AND
L64R0016	OCDE	725.00	725.00	0127399010 5210	INSTR SVC/VEA-2B/INSTR / TRAVEL AND
					TITLE II IMPR TCHR QUAL - ED / TRAVEL AND

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L64R0017	OCDE	725.00	725.00	0120381010 5210	ANAHEIM/ECIAI/INSTR / TRAVEL AND
L64R0108	OFFICE DEPOT	142.31	142.31	0177177072 4320	RISK MANAGEMENT / OTHER OFFICE/MISC
L64X0160	OFFICE DEPOT	1,000.00	1,000.00	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
L64X0161	OFFICE DEPOT	1,200.00	1,200.00	0107107072 4320	ACCTG / GENL ADM / OTHER OFFICE/MISC
L64X0173	OFFICE DEPOT	3,000.00	3,000.00	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC
L64X0201	OFFICE DEPOT	1,000.00	1,000.00	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
L64X0255	OFFICE DEPOT	1,500.00	1,500.00	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
L64X0256	OFFICE DEPOT	500.00	500.00	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
L64X0257	OFFICE DEPOT	800.00	800.00	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
L64X0267	ONE DAY SIGNS	6,000.00	6,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0034	ONE STOP PARTS SOURCE	2,000.00	2,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0174	ORANGE COUNTY BEARING	2,000.00	2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0175	ORANGE COUNTY CIRCUIT BREAKERS	2,500.00	2,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0176	ORANGE COUNTY FARM SUPPLY	2,500.00	2,500.00	01112220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64X0177	ORANGE COUNTY FIRE AUTHORITY	5,000.00	5,000.00	0110230081 5880	MAINTENANCE/MO / OTHER OPERATING
L64X0077	ORANGE COUNTY FIRE PROTECTION	5,000.00	5,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
L64X0178	ORANGE COUNTY FIRE PROTECTION	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64R1764	ORANGE COUNTY REGISTER	3,111.36	3,111.36	4535727085 6252	ORANGE/NEIGHBORHOOD DEVE/FAC A /
L64X0079	ORANGEVIEW JR HIGH SCHOOL	1,500.00	1,500.00	0132025040 5810	OR/ANCIL / NON-INSTRUCTIONAL PROF CONSULT
K64R1742	ORIENTAL TRADING COMPANY	2,189.76	2,189.76	0123489510 4310	SA/TUPE-COHORT J-TIER 2/INSTR /
L64X0156	ORVAC ELECTRONICS	4,000.00	4,000.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
L64X0179	ORVAC ELECTRONICS	10,000.00	10,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64T0014	OXFORD ACADEMY	500.00	500.00	0142102110 4310	OX/BRANDING/INSTR / INSTRUCTIONAL MATL &
L64X0058	PACIFIC COACHWAYS CHARTER SERV	30,000.00	30,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /

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L64X0180	PACIFIC TURF EQUIPMENT	5,000.00	5,000.00	01111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64R0099	PALOS SPORTS	800.24	800.24	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
K64M0118	PARADISE CONSTRUCTION AND CONT	78,400.00	78,400.00	2435731185 6276	DALE/BOND SERIES 2015 - MEAS H / INTERIM
K64T0750	PARALLAX INC.	12,776.34	12,776.34	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL
L64X0037	PARKHOUSE TIRE INC.	30,000.00	30,000.00	0179113036 4386	GARAGE/TRANS-REG ED/TRANSPORT /
K64T0735	PATHWAY COMMUNICATIONS LTD	671.52	671.52	0105105072 4410	CLASS HR/GENL ADM / EQUIPMENT -
K64T0736	PATHWAY COMMUNICATIONS LTD	586.40	586.40	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
L64R0101	PATTON SALES CORP.	573.33	573.33	01444017010 4310	LEX/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
L64T0010	PBS SOCAL	475.00	475.00	01477000910 5880	HOPE/LCFF-CONCENTRATION/INSTR / OTHER
K64T0742	PC AND MACEXCHANGE	1,345.80	1,345.80	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
L64X0039	PDT INC	3,000.00	3,000.00	0179113036 4384	GARAGE/TRANS-REG ED/TRANSPORT /
L64X0181	PENNER PARTITIONS INC	7,500.00	7,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64T0730	PHOTO WAREHOUSE	698.00	698.00	0124005010 4310	LOARA/ART/INSTR / INSTRUCTIONAL MATL &
L64X0182	PINEDA'S NURSERY INC	10,000.00	10,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64A0025	PIPS	4,957,176.96	3,717,882.72	0100000010 3601	GEN FUND/INSTR /
			1,239,294.24	0100000010 3602	GEN FUND/INSTR / WORKERS'COMP-CLASSIFIED
L64X0220	PITNEY BOWES	75,000.00	75,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0221	PITNEY BOWES PRESORT SERVICES	50,000.00	50,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0183	PLUMBING AND INDUSTRIAL SUPPLY	5,000.00	5,000.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE
L64X0184	POOL SUPPLY OF ORANGE COUNTY	35,000.00	35,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0185	PRAXAIR	6,000.00	6,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0040	PRECISION SPEEDOMETER SERVICE	1,000.00	1,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
L64X0186	PRESCOTT HARDWARE AND SHEET	2,000.00	2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0269	PRESENTATION FOLDER INC	2,500.00	2,500.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL

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L64X0187	PRINGLES DRAPERIES AND BLINDS	15,000.00	15,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0042	QUINN POWER SYSTEM ASSOCIATES	1,500.00	1,500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
K64C0266	RDO UNDER EXCHANGE 80-5800	661.65	661.65	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
L64X0188	REEL LUMBER SERVICE	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64C0262	REFRIGERATION SUPPLIES DIST.	790.24	790.24	0127235081 4410	KE/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
K64C0269	REFRIGERATION SUPPLIES DIST.	1,701.32	1,701.32	0135235081 4410	DALE/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
L64X0189	REFRIGERATION SUPPLIES DIST.	65,000.00	65,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0190	RELIABLE SHEET METAL WORKS	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0253	REPUBLIC SERVICES OF SO. CALIF	12,000.00	12,000.00	0111000081 5580	MO/MO / SANITATION
K64R1735	RESILITE SPORTS PRODUCTS INC	5,104.95	5,104.95	0124400010 4310	LO/MANDATED 1-TIME FUNDS/INSTR /
L64X0071	RHODE ISLAND NOVELTY	2,500.00	2,500.00	0144025040 4310	LEX/ASB/ANCIL / INSTRUCIONAL MATL &
L64X0096	RIDDELL ALL AMERICAN	7,000.00	7,000.00	0122028081 5630	MAGNOLIA/ATHLETICS/FIELD SUPP /
L64X0222	RIDDLE APPLIANCE AND TV	5,000.00	5,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0043	ROAD AMERICA INC	1,500.00	1,500.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
L64X0191	ROSEBURROUGH TOOL CO. INC	4,000.00	4,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64A0323	ROSSIER PARK SCHOOL	14,050.47	14,050.47	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
K64A0324	ROSSIER PARK SCHOOL	1,028.15	1,028.15	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
K64C0274	ROUTLEY ENTERPRISES	1,454.67	1,454.67	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
L64X0268	ROY PETE PAPER CUTTER SERVICE	2,500.00	2,500.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0192	RUSSELL SIGLER INC DBA SIGLER	35,000.00	35,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0193	S.C. SIGNS AND SUPPLIES LLC	17,500.00	17,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0044	SAFETY KLEEN	2,500.00	2,500.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
L64X0194	SAFETY KLEEN	28,000.00	28,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
K64T0744	SAN DIEGO COUNTY OFFICE OF EDU	1,000.00	1,000.00	0163379010 5880	TITLE IIIA / LIMITED ENG PROF / OTHER

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L64X0047	SC FUELS	15,000.00	15,000.00	0179113036 4384	GARAGE/TRANS-REG ED/TRANSPORT /
K64X0473	SCALE FX INC.	200.00	200.00	0128140027 5610	CY/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S
L64X0223	SCALE FX INC.	500.00	500.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64R0022	SCHOLASTIC INC.	351.56	351.56	0137011010 4210	SY/WORLD LNG/INSTR / BOOKS AND REFERENCE
L64R0023	SCHOLASTIC INC.	302.50	302.50	0124041010 4310	LOAR/ELD/INSTR / INSTRUCTIONAL MATL &
L64R0024	SCHOLASTIC INC.	1,072.81	1,072.81	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL &
L64R0025	SCHOLASTIC INC.	1,159.15	280.03	0132252011 4315	OR/MILD MODERATE/SE SEP CL/NSE /
			879.12	0132381010 4315	OR/ECIA1/INSTR / LIBRARY/MEDIA/TECH SUPPLIES
L64R0027	SCHOLASTIC INC.	375.80	375.80	0144000024 4210	LEX /L M T / BOOKS AND REFERENCE MATERIAL
L64R0028	SCHOLASTIC INC.	2,329.56	1,450.44	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
			879.12	0120487010 4310	MULTIMEDIA COMPUTER TECH/INST /
L64R0029	SCHOLASTIC INC.	1,076.90	1,076.90	0125381010 4310	KA/ECIA1/INSTR / INSTRUCTIONAL MATL &
L64R0030	SCHOLASTIC INC.	219.78	219.78	0127041010 4310	KE/ELD/INSTR / INSTRUCTIONAL MATL &
L64R0031	SCHOLASTIC INC.	2,351.58	2,351.58	0138381010 4210	BALL/ECIA1/INSTR / BOOKS AND REFERENCE
L64R0032	SCHOLASTIC INC.	879.12	879.12	0135381010 4210	DALE/ECIA1/INSTR / BOOKS AND REFERENCE
L64X0045	SCHOOL BUS PARTS	5,000.00	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
K64R1367	SCHOOL SERVICES OF CALIFORNIA	1,155.00	165.00	0104104072 5210	CERT HR/GENL ADM / TRAVEL AND CONFERENCE
			165.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
			165.00	0107107072 5210	ACCTG /GENL ADM / TRAVEL AND CONFERENCE
			165.00	0120519510 5210	/ TRAVEL AND CONFERENCE
			165.00	0135519510 5210	/ TRAVEL AND CONFERENCE
			165.00	0153000921 5210	SP PROG/LCFF (EIA)/SUPRV INSTR / TRAVEL AND
			165.00	0155155072 5210	BUSINESS/ GENL ADM / TRAVEL AND
L64R0055	SCHOOL SERVICES OF CALIFORNIA	450.00	450.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
L64T0001	SCHOOLDUDE COM	18,448.35	18,448.35	0100970072 5880	COMMUNITY SERVICES / OTHER OPERATING
L64T0008	SCHOOLDUDE COM	11,495.00	11,495.00	0110230081 5880	MAINTENANCE/MO / OTHER OPERATING

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K64R1753	SCHOOLOUTLET.COM	1,227.94	1,227.94	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
L64X0046	SCHORR METALS INC	1,500.00	1,500.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
L64X0085	SCHORR METALS INC	1,000.00	1,000.00	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
L64X0236	SCHORR METALS INC	25,000.00	25,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64T0743	SEHI COMPUTER PRODUCTS INC	6,450.45	6,450.45	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
K64T0751	SEHI COMPUTER PRODUCTS INC	102.98	102.98	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
L64T0011	SEHI COMPUTER PRODUCTS INC	1,920.00	1,920.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
L64T0012	SEHI COMPUTER PRODUCTS INC	924.96	924.96	0144000010 4410	LEX/INSTR / EQUIPMENT - NON-CAPITALIZED
L64T0017	SEHI COMPUTER PRODUCTS INC	1,778.00	1,778.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
L64T0018	SEHI COMPUTER PRODUCTS INC	68.00	68.00	0144000010 5880	LEX/INSTR / OTHER OPERATING EXPENSES
L64T0022	SEHI COMPUTER PRODUCTS INC	275.00	275.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
L64X0157	SEHI COMPUTER PRODUCTS INC	3,000.00	3,000.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
L64X0224	SEWVAC LTD	8,000.00	8,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0237	SHIELD FIRE PROTECTION	10,000.00	10,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
L64X0067	SHOW OFF DESIGNS INC.	800.00	800.00	0144014010 4310	LEX/DANCE/INSTR / INSTRUCTIONAL MATL &
L64X0073	SHOW OFF DESIGNS INC.	3,800.00	3,800.00	0144008010 4310	LEX/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
L64X0074	SHOW OFF DESIGNS INC.	2,100.00	2,100.00	0144006010 4310	LEX/THEATER/INSTR / INSTRUCTIONAL MATL &
L64X0225	SHRED IT USA LLC	5,000.00	5,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0270	SIERRA PACKAGING	1,500.00	1,500.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0271	SIGN MART PLASTICS PLUS	10,000.00	10,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
K64R1733	SIGNS DIRECT INC	446.48	446.48	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
L64X0059	SILVERADO STAGES INC.	1,500.00	1,500.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
K64A0327	SO CAL OFFICE TECHNOLOGIES	2,973.90	2,973.90	0118118072 5620	GRAPHICS/GENL ADM / RENTALS/OPERATING
K64R1744	SOCALGRAD	215.50	215.50	0127000031 4320	KE/GUID / OTHER OFFICE/MISC SUPPLIES

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L64X0081	SOCALGRAD	800.00	800.00	0147257027 4320	SEVER HDCP/SCH ADM/SEV / OTHER OFFICE/MISC
K64T0739	SOFTWARE 4 SCHOOLS	550.00	550.00	0131140027 5880	BR/SCH ADM/SCH ADM / OTHER OPERATING
L64X0238	SOUTH COAST BOBCAT INC	1,000.00	1,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64X0272	SOUTHLAND ENVELOPE CO INC	5,000.00	5,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0226	SOUTHLAND INSTRUMENTS INC	6,000.00	6,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0273	SPICERS PAPER INC	45,000.00	45,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64C0001	STANBURY UNIFORMS	50,911.20	50,911.20	0121007010 4310	WESTERN/INS MUS/INSTR / INSTRUCTIONAL MATL
K64R1734	STAPLES ADVANTAGE	209.95	209.95	0122381110 4310	ECIA TITLE I - PARENTING / INSTRUCTIONAL
K64R1736	STAPLES ADVANTAGE	118.53	118.53	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC
K64R1746	STAPLES ADVANTAGE	2,357.01	149.00	0156156072 4310	FACILITIES/GENL ADM / INSTRUCTIONAL MATL &
			2,208.01	0156156072 4320	FACILITIES/GENL ADM / OTHER OFFICE/MISC
K64T0749	STAPLES ADVANTAGE	138.51	138.51	0172489510 4320	SAFE SCHL/TUPE GNT-COHORT J / OTHER
K64X0474	STAPLES ADVANTAGE	2,300.00	1,150.00	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
			1,150.00	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
L64R0097	STAPLES ADVANTAGE	2,448.08	2,448.08	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64X0202	STAPLES ADVANTAGE	1,000.00	1,000.00	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
L64X0048	STARBUCK TRUCK REFINISHING INC	5,000.00	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
K64R1766	STORAGECONTAINER COM	800.00	800.00	2528710072 5620	CY/DEV FEE/ADM / RENTALS/OPERATING LEASES
K64R1759	SUNSET SIGNS AND PRINTING INC	589.94	589.94	0123140027 4320	SA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
K64R1763	SUPPLY SOLUTIONS	107.76	107.76	0114114072 4320	WAREHOUSE/GENL ADM / OTHER OFFICE/MISC
L64X0049	TELL STEEL	1,000.00	1,000.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
L64X0240	THOMPSON'S BUILDING MAT'L.	5,000.00	5,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
K64C0271	TIME AND ALARM SYSTEM	221.00	221.00	0144231081 4355	LEX/ELECTRIC/MO / MAINTENANCE SUPPLIES
L64X0158	TONER CABLE EQUIPMENT INC	1,000.00	1,000.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES



**ANAHEIM UHSD**

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L64X0241	TORO AIRE INC	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0050	TRADITIONAL AUTO SUPPLY INC	3,000.00	3,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0242	TRANE COMPANY, THE	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0060	TRANSPORTATION CHARTER SVCS. I	9,650.00	9,650.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
K64X0475	TRILLIUM FINISHING	12,000.00	12,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0274	TRILLIUM FINISHING	12,000.00	12,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0041	TRUCK PRO PTO SALES CORPORATIO	15,000.00	15,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
K64A0330	TRYGSTAD SCHWAB AND TRYGSTAD	156,741.94	156,741.94	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
L64X0243	TURF STAR INC	11,500.00	11,500.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64R0077	U S BANK	1,800.00	1,800.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
L64A0018	U S BANK	2,438,197.00	1,448,197.00	4500725091 7438	RDA/COMMUNITY REDEV/DEBT SVC / DEBT
			990,000.00	4500725091 7439	RDA/COMMUNITY REDEV/DEBT SVC / OTHER
L64A0019	U S BANK	90,000.00	90,000.00	4500725091 7439	RDA/COMMUNITY REDEV/DEBT SVC / OTHER
L64R0078	U S BANK	248,982.00	248,982.00	4500730693 7619	QZAB/INTERFUND TRANSFER / IFT-TRFS OUT ALL
L64X0138	U S BANK	2,500.00	2,500.00	0144013010 4310	LEX/HECT/INSTR / INSTRUCTIONAL MATL &
L64X0195	U S BANK	750.00	750.00	0127013010 4310	KE/HECT/INSTR / INSTRUCTIONAL MATL &
L64X0227	U S POSTAL SERVICE	2,500.00	2,500.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0228	ULINE	5,000.00	5,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0275	ULINE	5,000.00	5,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL
L64X0159	UNI POINT LLC	2,000.00	2,000.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
L64X0051	UNION AUTO SERVICE CENTER	30,000.00	30,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
L64R0090	UNIS IB CONFERENCE	1,200.00	1,200.00	0127399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
L64A0021	UNITED OF OMAHA	1,543,074.00	1,543,074.00	0100000010 3901	GEN FUND/INSTR / OTHER
L64A0023	UNITED OF OMAHA	1,451,620.00	1,451,620.00	0100000010 3901	GEN FUND/INSTR / OTHER

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L64X0229	UNITED PARCEL SERVICE	7,000.00	7,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0244	UNITED REFRIGERATION INC.	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0245	UNITED RENTALS	3,000.00	3,000.00	0110230081 5620	MAINTENANCE/MO / RENTALS/OPERATING
L64X0052	UNITRAX INC	1,000.00	1,000.00	0179113036 4375	GARAGE/TRANS-REG ED/TRANSPORT /
L64R0074	UNIVERSITY OF CALIF. RIVERSIDE	300.00	300.00	0120381010 5210	ANAHEIM/ECIA1/INSTR / TRAVEL AND
L64X0246	US AIR CONDITIONING DISTRIBUTO	4,000.00	4,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0061	US COACHWAYS INC.	9,650.00	9,650.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
L64R0094	US GAMES	2,375.45	2,375.45	0131054040 4310	BR/AFTSCHL/ANCIL / INSTRUCTIONAL MAIL &
L64X0254	VALLEY VISTA SERVICES INC	1,500.00	1,500.00	0111000081 5580	MO/MO / SANITATION
L64X0247	VAUGHN IRRIGATION SERVICES INC	5,000.00	5,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
L64T0007	VIRTUAL ENTERPRISES INTERNATIO	1,450.00	1,450.00	0127002010 5880	KE/BUS ED/INSTR / OTHER OPERATING EXPENSES
K64T0733	VISION COMMUNICATIONS CO.	1,884.60	1,884.60	0142140027 4320	OXFORD/SCH ADM/SCH ADM / OTHER
L64X0230	VISION COMMUNICATIONS CO.	3,500.00	3,500.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
K64R1757	VITAL LINK	1,500.00	1,500.00	0120000010 5210	ANAHEIM/INSTR / TRAVEL AND CONFERENCE
L64X0248	WALTERS WHOLESALE	30,000.00	30,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0249	WEST LITE SUPPLY CO INC	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
K64C0248	WESTERN EXTERMINATOR	375.00	375.00	0150220081 5610	OPERATIONS-GENERAL / REPAIRS/MAINT - O/S
L64X0028	WESTERN HIGH SCHOOL ASB	7,000.00	7,000.00	0121028040 5810	WE/ATHLET/ANCILLARY / NON-INSTRUCTIONAL
L64X0250	WESTERN ILLUMINATED PLASTICS	6,000.00	6,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0231	WESTERN STATE DESIGN INC	2,000.00	2,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
L64X0053	WESTRUX INTERNATIONAL INC	7,500.00	7,500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
K64A0290	WHEELS OF FREESTYLE INC.	12,586.00	12,586.00	0172489510 5805	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
L64X0054	WINZER	12,000.00	12,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
L64X0251	WOODCRAFT	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES

**ANAHEIM UHSD**

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K64A0328	XEROX CORPORATION	189,652.70	189,652.70	0118118072 5620	GRAPHICS/GENL ADM / RENTALS/OPERATING
L64X0232	YAMAHA GOLF CARTS OF CALIFORNI	10,000.00	10,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
K64R1755	ZAPIEN, JOAQUIN BASTIDA	464.59	464.59	0113177072 5230	RISK MANAGEMENT/OTHER GEN ADM /
K64T0726	ZONES	1,995.75	1,995.75	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
K64T0728	ZONES	665.25	665.25	0138381010 4310	BALL/ECIA1/INSTR / INSTRUCTIONAL MATL &
K64T0731	ZONES	123.80	123.80	0142011010 4310	OXFORD/WORLD LNG/INSTR / INSTRUCTIONAL
K64T0734	ZONES	206.34	206.34	0142140027 4320	OXFORD/SCH ADM/SCH ADM / OTHER
	<b>Fund 01 Total:</b>	<b>13,629,423.49</b>			
	<b>Fund 24 Total:</b>	<b>1,854,017.20</b>			
	<b>Fund 25 Total:</b>	<b>800.00</b>			
	<b>Fund 45 Total:</b>	<b>2,780,290.36</b>			
	<b>Fund 68 Total:</b>	<b>12,000.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>18,276,531.05</b>			

**VENDOR CHECK REGISTER**  
**JUNE 6, 2017 THROUGH JULY 4, 2017**

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
A D SUTTON AND SONS INC	V6411994	4320	698.22	00140940
A U H S D FOOD SERVICE DEPT	V6400023	4390	325.41	00140941
			20.00	00141211
A Z BUS SALES INC.	V6400025	4376	613.54	00140979
		4385	370.39	00140778
			126.57	00140979
AAA ELECTRIC MOTOR SALES	V6400033	4347	54.88	00140779
			260.35	00140942
			260.91	00141132
			469.06	00141281
		4410	659.32	00141212
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	54.07	00140850
ABC SCHOOL EQUIPMENT INC	V6400047	4355	397.81	00140851
ABE'S PLUMBING	V6406307	5610	9,500.00	00141133
			650.00	00141213
ABLENET INC.	V6405539	4310	224.16	00140852
ACORN MEDIA	V6400068	4310	7,803.78	00140853
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	377.68	00140980
			841.29	00141134
			243.29	00141214
ACP DIRECT	V6407556	4310	478.37	00141135
			80.81	00141215
ACS BILLING SERVICE	V6400072	5580	3,703.22	00141029
ACTION DOOR REPAIR CORPORATION	V6411690	5610	6,672.00	00141030
ACTION SALES	V6412670	4410	3,370.42	00140981
ADAIR, MATTHEW	V6411830	5220	20.33	00141031
ADI	V6400095	4355	23.92	00141136
ADORAMA	V6411023	4310	2,357.80	00140943
			14,614.49	00141393
		4410	1,747.80	00140943
			6,621.32	00141393
ADVANCE PLACEMENT PROGRAM	V6400103	4310	498,301.00	00140944
AIA SERVICES LLC	V6412024	4320	831.13	00140982
AICHELE, STEVEN G.	V6407891	5610	125.00	00140983
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	42.99	00140945
ALDEEN, LEO	V6412679	5220	32.10	00141137
ALL AMERICAN TROPHY ENGRAVING	V6400159	4320	2,094.66	00140854
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	6,933.91	00140780
ALLSTEEL INC.	V6412507	4320	4,963.51	00140909
		6490	26,766.30	00140909
ALTERNATIVE REVOLVING CASH	V6400190	4199	105.90	00141282
		4210	118.07	00141111
			365.39	00141216
		4299	100.00	00141282
		4310	1,979.45	00141111
			9,736.84	00141216
			5,401.87	00141282
		4315	156.03	00141282
		4320	1,174.24	00141111
			1,108.24	00141216

			1,389.66	00141282
		4347	253.15	00141111
			863.22	00141216
			289.76	00141282
		4355	8.60	00141282
		4390	1,048.29	00141111
			964.34	00141216
			1,382.68	00141282
		5712	167.81	00141111
		5880	683.70	00141282
		5910	220.25	00141111
			26.90	00141216
			112.82	00141282
ALVARADO, DENISE	V6412218	5210	490.00	00141032
AMERICAN LOGISTICS COMPANY LLC	V6412509	5620	2,520.00	00140781
			2,930.00	00141063
AMTEC	V6411210	5810	600.00	00141112
AMTECH ELEVATOR SERVICES	V6412267	5610	3,250.00	00140855
ANAHEIM ELEMENTARY SCHOOL DISTRICT	V6400254	5620	210.00	00141138
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	97,658.80	00140782
			112,956.01	00140984
APPLE INC	V6400319	4310	548.45	00140985
			6,103.23	00141283
		4410	3,757.55	00140946
			6,678.40	00141283
APPROACH LEARNING AND ASSESSMENT CENTERS INC.	V6404702	5860	14,110.29	00141139
AQUATIC FACILITY SERVICES INC	V6412553	4410	5,208.24	00141217
ARMSTRONG, IAN	V6408439	5220	37.45	00140986
ARTIANO SHINOFF	V6408054	5821	2,555.52	00141020
			40,111.20	00141218
AT AND T	V6400374	5918	13,966.03	00141036
			28.08	00141064
			11,931.60	00141287
	V6406157	5918	11,421.16	00141035
			11,891.47	00141286
ATKINSON ANDELSON LOYA RUUD	V6400383	5210	450.00	00141065
		5821	500.00	00140783
			12,270.58	00141415
ATVANTAGE ATHLETIC TRAINING	V6411449	5805	174.20	00140987
AVID CENTER	V6400410	5210	2,280.00	00140856
			3,040.00	00141113
		5310	46,680.00	00141037
		5810	14,150.01	00141037
AWARDS BY PAUL	V6400412	4310	387.90	00141066
		4320	7,299.22	00140988
AZEVEDO, VICKY	V6412068	5220	127.53	00141067
B AND H PHOTO VIDEO INC	V6400422	4310	3,336.57	00141021
			15,999.74	00141394
		4410	8,666.95	00141021
			4,306.67	00141394
B AND K ELECTRIC WHOLESAL	V6400623	4355	281.29	00140784
			483.80	00140857
			86.73	00140989
			174.53	00141219
B AND M LAWN AND GARDEN INC	V6400423	4347	387.31	00140785

BACH COMPANY, THE	V6407748	4310	651.34	00141140
BALL JR HIGH SCHOOL	V6400433	5810	2,090.78	00141114
BARNES AND NOBLE	V6400450	4210	115.00	00140786
			2,903.98	00141141
			29.29	00141220
BAVCO	V6407678	4355	599.02	00140858
BAY ALARM COMPANY	V6410926	5610	12,688.44	00140755
			8,842.49	00141115
BCT ENTERTAINMENT	V6406302	5610	3,639.71	00140859
		5620	255.00	00140859
BEE BUSTERS	V6400472	5610	500.00	00140947
			500.00	00141288
BELL PIPE AND SUPPLY CO	V6400476	4355	3.07	00141221
BERARDI, JANET	V6402262	5210	829.58	00140910
		5220	69.89	00140990
BILLINGS, JANICE	V6402265	3701	1,812.60	00140860
BIOMETRICS4ALL INC	V6409224	5810	49.50	00141116
BIOZONE CORP.	V6405607	4210	35.95	00140861
BLACK AND DECKER U S INC	V6400533	4355	9.29	00141142
BLICK ART MATERIALS LLC	V6401357	4310	1,129.73	00140862
			302.55	00140948
		4320	340.49	00140991
BMI EDUCATIONAL SERVICES	V6400549	4210	664.13	00140949
BOBCAT OF LOS ANGELES INC	V6412602	4347	208.25	00140863
		5610	13,748.82	00141143
BREWER, AMANDA	V6412654	5220	99.51	00140864
BROOKS INSTALLATIONS	V6403919	5610	1,150.00	00141117
BROWN DOG GADGETS	V6412689	4310	925.00	00141144
BSN SPORTS	V6400615	4310	1,016.89	00141289
BSN SPORTS LLC	V6412536	4310	2,524.51	00140865
BUDDY'S ALL STARS INC	V6406311	5630	4,562.00	00140866
		9320	919.97	00140866
BUSWEST LLC	V6407892	4376	1,303.34	00141118
			515.63	00141145
		4385	195.94	00141290
C.I. BUSINESS EQUIPMENT INC	V6400653	5610	499.00	00140992
CABE	V6400656	5210	10,350.00	00140911
		5805	5,000.00	00140911
CAL LIFT INC	V6400664	5610	952.35	00140867
			889.77	00140950
CALIFORNIA CUSHION COMPANY INC.	V6411382	4355	263.27	00141291
CALIFORNIA DEPT. OF JUSTICE	V6400689	5810	2,308.00	00141146
CALIFORNIA PLUMBING PARTS	V6412567	4355	1,574.70	00140951
			198.76	00140993
			2,788.79	00141222
			3,710.38	00141292
CALIFORNIA RETROFIT INC	V6406910	4355	550.61	00141223
CAMERON WELDING SUPPLY	V6400741	4355	14.36	00141293
CANYON AUTO GLASS	V6408005	4370	169.80	00140994
		5610	200.00	00140994
CARE YOUTH CORPORATION	V6412565	5860	20,436.00	00140912
			5,441.00	00141068
			24,920.00	00141147
CARMAN, CANDICE	V6412031	5220	56.18	00140952
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	10.76	00141148

CARROT TOP INDUSTRIES INC	V6405409	4310	869.22	00141294
CART MAN INC, THE	V6404668	5610	492.00	00140787
			1,747.02	00140995
			2,503.15	00141224
CASE AND SONS CONSTRUCTION INC	V6400796	5610	14,800.00	00141225
			7,600.00	00141395
CDW GOVERNMENT INC.	V6400819	4310	8,851.80	00140868
CENTRAL RESTAURANT PRODUCTS	V6411274	4410	2,936.90	00140953
			1,829.60	00141295
CHENG, ADELE	V6409048	4364	707.46	00140869
CHILD SHUTTLE	V6406415	5870	1,636.00	00141069
CHRISTIAN BUILDING MATERIALS	V6400919	4355	4,418.48	00140870
			103.31	00140996
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	878.02	00141119
CISCO'S SHOP INC.	V6411971	4355	127.40	00141070
			276.34	00141296
CITLAU, RENEE	V6403897	5810	378.40	00141297
CITY AUTO TOP	V6400953	4376	123.48	00140997
CITY OF ANAHEIM	V6400957	5520	70,354.87	00140788
			130,149.35	00140871
			15,313.45	00141038
			51,882.27	00141120
		5530	25,247.40	00140788
			19,354.47	00140871
			4,281.36	00141038
			12,024.58	00141120
		5580	9,773.40	00140788
			11,426.33	00140871
			2,890.50	00141038
			5,537.51	00141120
CLAIM RETENTION SERVICES INC.	V6408940	5810	565.00	00140954
			234.00	00141071
			331.00	00141298
CLARK SECURITY PRODUCTS	V6400966	4355	778.49	00140955
			42.84	00141072
			368.47	00141299
CLETA HARDER DEVELOPMENTAL SCHOOL	V6407031	5860	6,401.65	00141396
COCO PRINTING AND GRAPHICS	V6410045	5810	181.44	00140789
			2,029.32	00141226
COMPREHENSIVE DRUG TESTING	V6410899	5810	175.00	00140998
CONSTRUCTIVE PLAYTHINGS	V6401074	4310	93.27	00141227
			42.26	00141300
COVERMASTER INC.	V6409896	4410	2,925.00	00141301
CREATIVE BUS SALES	V6409840	4385	864.93	00140999
		5610	1,821.96	00140872
CSM CONSULTING INC.	V6409922	5810	2,300.00	00141022
CULVER NEWLIN	V6411589	4310	17,875.95	00140845
			8,346.70	00140846
		4320	1,583.58	00140845
		4410	16,154.96	00140845
			8,958.77	00140846
		5610	1,375.00	00140845
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6230	11,033.25	00141397
CVT RECYCLING	V6407455	4347	243.10	00141121
		5580	2,096.25	00141121

CYPRESS HS	V6405640	5810	9,800.00	00141000
			9,800.00	00141122
		5880	4,800.00	00140790
D AND D SECURITY RESOURCES INC	V6401214	4310	116.05	00141302
		4410	670.07	00141302
DAKTRONICS	V6408432	4410	2,458.70	00141001
DALE JUNIOR HIGH ASB	V6405581	5810	1,110.00	00141149
DALE M. FIOLA ATTORNEY AT LAW	V6412695	5821	15,000.00	00140913
DARTCO TRANSMISSION SALES SVC	V6401258	4376	2,213.19	00140873
DAVID M BERTINO MFG INC	V6412590	6490	70,845.00	00141398
DECKER INC	V6401302	4310	3,143.81	00141303
DEL SOL SCHOOL	V6411308	5860	6,831.00	00141073
DEMCO INC	V6401318	4315	326.36	00141123
DEMSEY FILLIGER AND ASSOCIATES LLC	V6408290	5810	5,500.00	00141150
DEPARTMENT OF GENERAL SERVICES	V6409862	5821	36,854.50	00141304
DEVEREUX CLEO WALLACE	V6407075	5860	10,861.60	00141074
DEVEREUX TEXAS TREATMENT NETWORK	V6401339	5860	13,549.71	00141151
			240.00	00141305
DHAWAN, SONITA	V6410951	5220	49.38	00140874
DHK PLUMBING AND PIPING INC	V6409955	5610	6,500.00	00141399
DIDAX	V6401360	4310	102.55	00141002
DIESEL SPECIALISTS	V6406515	4370	317.86	00141306
		5610	425.00	00141306
DIXON, BARBARA	V6408321	5821	3,250.00	00140791
DOSE INTERNATIONAL GROUP INC	V6412666	4347	37,974.36	00140914
DOVER, ALISON	V6412698	5810	500.00	00141307
DUNN EDWARDS PAINTS	V6401448	4355	2,862.20	00141003
			843.65	00141228
			427.17	00141308
DUXBURY SYSTEMS	V6401452	5880	320.00	00141309
E.B. BRADLEY COMPANY	V6401456	4355	228.85	00141310
EBERHARD EQUIPMENT	V6405532	4347	99.10	00140792
			(446.97)	00140875
		5610	2,759.88	00140875
ECONOMY RENTALS INC	V6401478	5610	145.27	00141004
		5620	520.00	00141004
			116.46	00141075
			57.70	00141311
EDU REPLACEMENTS LLC	V6411894	4310	183.60	00141312
ENABLING DEVICES	V6401583	4310	279.85	00140876
			724.50	00141005
ENCORP	V6409154	5610	12,699.00	00141400
ETHORITY LLC	V6411977	5810	885.31	00141124
EVERYTHING MEDICAL	V6404851	9320	1,389.16	00141313
EWING IRRIGATION PRODUCTS	V6401634	4347	210.82	00141314
EXPO PROPANE	V6412144	5810	460.49	00141076
EXPRESS PIPE AND SUPPLY CO INC	V6401644	4355	59.63	00141006
FARMAN, JUANA	V6406999	5220	87.58	00141077
FARMERS AND MERCHANTS BANK	V6412156	5880	10,910.89	00141007
FATHER FLANAGAN'S BOYS' HOME	V6409821	5810	7,098.27	00141078
FEDEX	V6401675	5910	27.50	00140793
FELIX, STEPHANIE	V6412478	5220	54.33	00141079
FENN TERMITE AND PEST CONTROL	V6401679	5610	50.00	00141152
			2,841.00	00141316
FERGUSON ENTERPRISES INC	V6409823	4310	2,457.41	00141317



		4347	940.18	00140794
			1,103.50	00141023
			94.28	00141153
			3,927.31	00141317
		4355	194.05	00140794
FERGUSON, JULIANN	V6412657	5210	625.00	00141039
FERREE'S TOOLS INC.	V6401681	4355	666.01	00141154
FERRELLGAS LP	V6411875	5810	1,178.05	00140795
			1,625.74	00141155
FISHER SCIENCE EDUCATION	V6401697	4310	54.77	00140796
			183.18	00141318
FIVE STAR RUBBER STAMP INC	V6405116	4320	43.47	00141229
FLEET SERVICES INC	V6405625	4370	100.15	00141230
		4376	5,689.77	00141230
		4387	143.99	00141230
FLINN SCIENTIFIC INC	V6401708	4210	25.60	00140797
		4310	8,132.72	00140797
FLORES, STEPHANIE	V6412292	5220	650.98	00141080
FOLLETT SCHOOL SOLUTIONS INC.	V6411526	4210	632.32	00140798
		5880	199.00	00140798
FULL SOURCE LLC	V6412015	4310	1,640.06	00140799
GANAHL LUMBER CO	V6401804	4355	23.93	00140877
			398.85	00141231
			87.21	00141319
GAS COMPANY, THE	V6404372	5510	231.28	00140800
			22,533.67	00141024
GBS LINENS	V6407083	4310	840.56	00140878
GCR TIRES AND SERVICE	V6409136	4386	4,055.31	00140879
GHATAODE BANNON ARCHITECTS	V6408656	6212	22,437.50	00141401
GILBERT SOUTH ASB	V6407543	5880	40.00	00141232
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	144.17	00141156
			620.02	00141233
		4410	894.94	00141233
GLENN, JERRY	V6402322	3701	1,204.80	00140801
GOLDEN STATE WATER COMPANY	V6408018	5530	56,539.66	00141320
GONZALES, STEVE	V6404478	4310	1,361.50	00140802
GONZALEZ, LAURA	V6410576	5220	446.05	00141008
GOODHEART WILLCOX CO INC	V6401899	4210	4,364.88	00141321
GOV CONNECTION INC	V6406748	4310	467.15	00141234
GRAINGER	V6404982	4355	1,876.46	00140880
			738.22	00141235
			394.48	00141322
GRAYBAR ELECTRIC COMPANY	V6401918	2235	77.96	00140881
		4355	291.30	00140881
			273.08	00141236
GREAT SCOTT TREE SERVICE INC	V6412538	5610	620.00	00140956
GREATER ANAHEIM SELPA	V6401927	8311	175,227.17	00140803
GREENS DISCOUNT GLASS AND SCREEN	V6409591	4355	1,225.13	00140882
			2,302.63	00141237
GROMMET MART INC.	V6412150	5810	330.60	00141238
GROVE, KELLY A.	V6409563	5220	155.70	00140804
GST INC.	V6401950	4410	5,813.83	00141323
GUITAR CENTER	V6401958	4410	753.17	00141239
H AND H AUTO PARTS WHOLESALE	V6401967	4370	515.53	00141240
		4376	327.44	00141240

		4385	1,558.90	00141240
		4387	323.23	00141240
HAAF, ERIK	V6406556	5210	4,868.10	00141157
HALDEMAN INC.	V6407148	4347	243.52	00141158
HALL CO INC, GEORGE T	V6401845	4410	625.47	00140883
			625.47	00141241
HAMILTON CEILING SYSTEMS	V6412008	5610	16,260.00	00141324
HANOVER RESEARCH COUNCIL	V6411714	5810	10,500.00	00141081
HARAGA, SHANNON	V6405695	4319	870.00	00141009
HATCHER, PATTY	V6408994	5220	14.24	00141010
HAUGEN, CRAIG	V6401122	3701	1,204.80	00140805
HAULWAY STORAGE CONTAINERS INC.	V6410468	5610	350.00	00140884
		5620	539.96	00141159
			134.99	00141242
HEALTH EDCO	V6402013	4310	265.19	00141025
			30.12	00141160
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	12,314.99	00141325
HEAT SOFTWARE USA INC	V6412673	5610	4,197.13	00141026
HENRY SCHEIN INC	V6411726	4320	632.27	00140756
			142.38	00141161
HERNANDEZ, JOSE	V6408762	5880	1,140.00	00141243
HERRERA, ROBYN	V6412036	5220	95.23	00141011
HILLYARD FLOOR CARE SUPPLY	V6402055	4347	72,912.18	00141012
			7,969.55	00141326
		5610	255.57	00141012
HOANG, THUY AND LUCIE NGO	V6411287	5870	35.31	00141040
			127.12	00141162
HOLLANDER GLASS INC	V6402071	4310	578.60	00140885
HOLLYWOOD SOUND SYSTEMS INC	V6402073	5620	12,267.48	00141082
HOME DEPOT CREDIT SERVICES	V6405234	4355	4,677.06	00141329
		4370	35.82	00141329
		4375	184.45	00141329
HONORS GRADUATION LLC	V6411298	4320	5,270.45	00140806
			375.41	00141244
HORIZON	V6408259	4347	474.10	00141163
HOTSY EQUIPMENT CO.	V6402080	4347	21.55	00141245
			125.00	00141330
HOUGHTON MIFFLIN HARCOURT	V6407563	4150	243,148.56	00141013
		4310	5,738.70	00141013
HOWARD INDUSTRIES	V6402088	4347	396.06	00140886
HP DIRECT	V6408671	4410	10,775.00	00141014
			1,077.50	00141331
HUMAN RELATIONS MEDIA	V6405820	4310	428.84	00140957
HUMANWARE USA INC	V6411877	4310	126.98	00141246
HUTTNER, HEATHER	V6412032	5220	101.43	00140915
ICS SERVICE CO.	V6406452	5610	2,359.05	00140958
		5620	782.00	00141332
		5880	311.50	00140958
IMAGE APPAREL FOR BUSINESS	V6402628	9320	7,428.57	00141402
IMAGE SOURCE	V6412458	4320	581.85	00140959
INLAND TOP SOIL MIXES INC.	V6402153	4347	10,125.00	00140960
			4,104.00	00141247
INNOVATIVE LEARNING CONCEPTS INC.	V6402156	4310	119.87	00140961
INTELESYSONE INC.	V6412444	4320	99.55	00140962
			243.05	00141164

INTERLIGHT	V6410996	4310	94.48	00140963
J AND A FENCE	V6409989	6490	14,800.00	00141083
J AND M PROMOTIONS INC	V6402207	4310	411.83	00141041
J.W. PEPPER AND SON INC.	V6402214	4310	545.70	00141165
			385.64	00141333
JACKSONS A S BREA F M P	V6406346	4370	2,726.14	00141335
		4375	730.55	00141335
		4376	1,101.27	00141335
		4385	407.27	00141335
		4387	9.03	00141335
JART DIRECT MAIL SERVICE	V6402271	5810	7,089.94	00141084
JAUREGUI, JOSE	V6411346	5220	13.59	00140807
JAUREGUI, ROBERT	V6411548	5230	500.00	00141166
JENSEN LEARNING CORPORATION	V6408739	5210	495.00	00141042
JEYCO PRODUCTS INC	V6402332	9320	227.09	00141167
JHM SUPPLY INC.	V6411647	4347	4,532.85	00141043
			1,002.27	00141248
			882.98	00141336
		4355	387.81	00141043
JOHNSTONE SUPPLY	V6402415	4347	47.18	00141044
JONES SCHOOL SUPPLY	V6402421	4320	228.32	00140808
JUNIOR LIBRARY GUILD	V6402477	4210	2,502.03	00141337
K 12 SPECIALTIES INC	V6407667	4347	1,252.37	00141045
			1,224.80	00141249
			1,252.37	00141338
KATELLA HIGH SCHOOL	V6402515	5880	600.00	00140964
KBI AND ASSOCIATES	V6406133	4410	748.66	00141046
KELLY PAPER	V6402557	4320	386.82	00141047
KEM VENTURES INC	V6411067	4310	1,012.89	00141048
KEMP, CHRISTINE	V6400923	5220	62.07	00140809
			52.43	00140916
KENNEDY HIGH SCHOOL	V6402571	5880	10,000.00	00140917
			600.00	00140965
KNORR SYSTEMS	V6402610	4347	15,145.34	00141085
KUTA SOFTWARE	V6409466	5880	543.00	00140810
KYA SERVICES	V6411393	5610	8,188.61	00141339
LACOE	V6406272	7142	4,232.69	00141340
LAKESHORE CURRICULUM MATERIALS	V6402648	4310	1,471.41	00141049
LAM, JANE	V6412453	5220	13.86	00140811
LANGUAGE NETWORK INC	V6409301	2102	305.00	00140847
		5810	2,852.05	00140847
			570.00	00141050
			115.00	00141250
		5880	180.00	00141250
LANGUAGE TESTING INTERNATIONAL INC.	V6411351	4320	35.00	00141051
LARNER, JOHN	V6402395	3702	1,204.80	00140812
LE, CAITLIN	V6411725	5220	44.41	00140813
LEGO EDUCATION	V6407799	4310	24,026.01	00141086
			4,327.77	00141251
LETTER PERFECT SIGNS	V6402726	4355	505.08	00141341
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	5810	390.00	00141168
LIBRARY STORE, THE	V6402737	4315	203.29	00141052
LIFETOUCH NATIONAL SCHOOL STUDIOS	V6412694	4310	1,006.56	00141053
LIGHTSPEED TECHNOLOGIES INC	V6409682	4410	5,743.07	00141054
LINCOLN AQUATICS	V6411554	4347	1,996.07	00140814

			180.48	00141055
			1,908.52	00141342
LONG BEACH USD	V6406012	5210	1,500.00	00140966
LOPEZ, CYNTHIA D.	V6407771	5220	136.43	00141087
LOS ANGELES FREIGHTLINER INC	V6402833	4376	189.84	00141169
LOZANO SMITH LLP	V6402847	5210	450.00	00141056
LUNDQUIST, KATHY	V6402536	5220	30.50	00140815
MACKIN LIBRARY MEDIA	V6402903	4210	5,769.55	00140816
			2,271.42	00141170
			9,556.40	00141343
MAGNATAG VISIBLE SYSTEMS	V6402919	4320	144.05	00141171
MARKERBOARD PEOPLE, THE	V6404677	4310	264.00	00141172
MATSUDA, MICHAEL	V6403107	5220	94.43	00140967
MATT BELLACE PRESENTATIONS LLC	V6411348	5805	6,198.70	00141173
MAXIM HEALTHCARE SERVICES INC.	V6412105	5810	324.66	00141057
MC FADDEN DALE HARDWARE CO	V6403056	4347	1.57	00141174
		4355	1,744.20	00141174
			111.07	00141344
MC LOGAN SUPPLY COMPANY	V6403049	4310	390.32	00141252
MEDCO SPORTS MEDICINE	V6405872	4320	424.59	00141175
		9320	120.02	00141175
MELENA, MARIBEL	V6412070	5220	49.78	00141015
MILWAUKEE ELECTRIC TOOL CORP.	V6403148	4355	293.19	00141253
MOBILE INDUSTRIAL SUPPLY	V6407890	4375	416.76	00141254
MONTENEGRO, ROBERT	V6403968	3701	1,658.40	00140817
MONTGOMERY HARDWARE CO.	V6405624	4355	791.27	00141176
			6,381.64	00141416
NADA SCIENTIFIC LTD.	V6412661	4310	298.00	00141177
NAOMY MACHADO	V6412688	5810	600.00	00141058
NASCO MODESTO	V6403253	4310	3,604.10	00141178
			623.94	00141345
			246.01	00141346
NATIONAL BUSINESS INSTITUTE	V6403263	5210	575.00	00141179
NAVARRO, MONICA	V6412545	5220	74.90	00140818
NB CONSULTING ENGINEERS INC	V6409786	5810	6,650.00	00141403
NEVCO INC	V6406113	6490	12,148.70	00141404
NEW CEMCO STRENGTH EQUIPMENT INC	V6412675	4310	199.34	00141180
		4410	2,473.09	00141180
NEW MANAGEMENT INC.	V6405318	4310	806.16	00141181
NEWSELA	V6411918	5880	750.00	00141347
NGUYEN, CHINH	V6412608	5220	52.97	00140819
NICOLE MILLER AND ASSOCIATES INC.	V6411341	5810	5,200.00	00141255
NIMCO	V6403365	4310	2,137.10	00141182
NORTH ORANGE COUNTY REGIONAL	V6403384	5805	413.51	00141059
OC LAND MGMT SERVICE	V6405473	4347	741.86	00141257
OCDE	V6403452	4390	82.89	00141088
		5210	250.00	00141016
			300.00	00141060
			300.00	00141088
			2,875.00	00141125
		5870	46,194.25	00141088
		5880	1,140.00	00140887
			1,140.00	00141060
		7141	81,362.93	00141088
			273,059.44	00141125

OFFICE DEPOT	V6403421	4310	264,483.33	00141348
		4320	319.22	00140757
			71.06	00140757
			69.09	00140918
			271.91	00141258
OFFICE DIGITAL SOLUTIONS PLUS INC.	V6411101	4320	4,267.13	00141349
ONE STOP PARTS SOURCE	V6406259	4370	146.23	00141259
ORANGE COUNTY BEARING	V6409966	4355	90.77	00141260
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	13,700.00	00140848
			7,972.00	00141089
ORANGE COUNTY REGISTER	V6403461	4320	1,095.60	00140758
ORANGE COUNTY WINDUSTRIAL	V6412671	4410	1,022.55	00141261
O'REILLY AUTO PARTS	V6411401	4370	1,076.87	00141256
		4375	66.22	00141256
		4376	1,019.57	00141256
		4385	102.34	00141256
ORVAC ELECTRONICS	V6403479	4355	233.69	00140820
			187.45	00141350
OVERDRIVE INC	V6412644	4210	877.75	00140821
OXFORD ACADEMY	V6403485	5210	1,040.00	00141090
PACIFIC COACHWAYS CHARTER SERVICES INC.	V6407365	5721	1,862.50	00141091
PACIFIC TURF EQUIPMENT	V6403502	4347	78.55	00140919
		4410	625.49	00140919
PALMER, DONALD	V6405811	5220	43.07	00141092
PARADIGM HEALTHCARE SERVICES	V6403536	5810	1,000.00	00140822
			5,126.26	00141126
PARK, ESTHER	V6411350	5220	40.39	00140759
PARKHOUSE TIRE INC.	V6403547	4386	2,137.26	00141262
PASCALE, CATHERINE	V6412043	5220	68.64	00140920
PATHWAY COMMUNICATIONS LTD	V6410645	4310	557.40	00141263
		4410	641.00	00140760
			2,391.45	00141263
PATINO, REUBEN	V6403910	5220	50.72	00140761
PC AND MACEXCHANGE	V6410706	4410	14,803.78	00141351
PERMA BOUND	V6403638	4210	254.58	00141264
PERRY PASSARO Ph.D.	V6411634	5810	6,430.00	00141265
PEST OPTIONS INC	V6406848	5610	483.75	00140921
PETITT, CYNTHIA	V6405571	4210	41.71	00141093
PHAM, DEBBIE	V6412543	4310	387.88	00141094
PHOTO WAREHOUSE	V6403664	4310	694.77	00141266
PINEDA, MONICA	V6412705	5210	1,365.81	00141267
PINNACLE PETROLEUM INC.	V6412426	4382	34,917.34	00140823
			17,215.77	00141352
PIPS	V6407384	3601	307,754.17	00140968
		3602	102,584.71	00140968
PITNEY BOWES	V6403677	5910	5,222.64	00141268
PITNEY BOWES PRESORT SERVICES INC.	V6409632	5910	527.17	00140824
POOL SUPPLY OF ORANGE COUNTY	V6403700	4347	329.72	00140825
			394.57	00141269
			293.54	00141353
PORTVIEW PREPARATORY	V6411850	5860	6,410.00	00141095
POWERS, REGINA	V6411665	5220	54.57	00140762
PRAXAIR	V6403719	4355	706.43	00141354
PRECISION SPEEDOMETER SERVICE INC.	V6403723	4370	151.52	00141270
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	483.26	00141271

PRO ED INC.	V6403756	4310	87.95	00141272
PROTECTION ONE ALARM MONITORING INC.	V6412084	5620	2,647.86	00141183
PUBLIC WORKS GROUP	V6411656	5805	3,129.00	00141273
RDO UNDER EXCHANGE 80-5800	V6412703	5610	597.29	00141274
REAL, JEANNETTE	V6411176	5220	104.81	00141017
REEL LUMBER SERVICE	V6403871	4355	658.93	00140763
			59.84	00140826
REFRIGERATION SUPPLIES DIST.	V6403873	4347	8,532.14	00140764
			4,638.59	00140827
			1,269.30	00141275
			568.12	00141355
		4410	3,019.43	00140764
			790.24	00141275
			1,701.32	00141355
REINDL, SCOTT	V6409277	5220	105.98	00140828
			97.85	00141096
RELIABLE WORKPLACE SOLUTIONS	V6403889	9320	536.54	00141097
			1,361.53	00141276
RENAISSANCE LEARNING INC	V6403894	5880	1,730.00	00140765
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	5,336.45	00141098
REVOLVING CASH FUND	V6405190	1101	1,509.59	00140969
		2213	1,624.13	00140969
		2255	3,153.64	00140969
		4310	358.23	00140969
		4320	2,263.23	00140969
		4390	2,440.75	00140969
		5210	775.00	00140969
		5610	(500.00)	00140969
		5880	585.00	00140969
		8699	(25.00)	00140969
RIDDELL ALL AMERICAN	V6403939	5560	1,716.40	00141099
RJ COOPER	V6411550	4310	534.44	00141184
ROAD AMERICA INC	V6403955	4375	891.09	00141277
ROMERO, ENRIQUE	V6411625	5210	473.28	00140829
ROMO, HELEN	V6408213	5210	50.00	00141100
ROSA MEDIA PRODUCTIONS	V6412665	6490	11,595.65	00141356
ROSSIER PARK SCHOOL	V6411451	5860	39,354.01	00141357
RUBEN, LINDSAY	V6411952	5210	168.49	00140830
RUSSELL SIGLER INC DBA SIGLER	V6410420	4347	429.45	00140831
		4355	66.00	00140831
		4410	1,780.58	00140766
RUTHENBECK, LYNN	V6402876	5220	24.08	00140832
RYLAARSDAM, MICHAEL	V6408791	5210	1,634.30	00141101
RYONET CORP.	V6410397	4410	738.08	00141278
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	339.41	00140922
			457.94	00141185
			377.13	00141358
SAFETY KLEEN	V6404072	4355	239.83	00140923
		4376	65.00	00141359
		5610	65.00	00141186
			239.94	00141359
SAMYS CAMERA INC	V6407151	4310	2,497.56	00140924
			2,861.44	00141187
		4410	4,360.64	00140767
			1,559.68	00140924

SARGENT WELCH VWR	V6404124	9320	225.50	00140925
			41.38	00141188
SAUCEDO, NANCY	V6411992	5210	42.80	00141189
		8699	10.84	00141360
SC FUELS	V6404378	4384	2,056.65	00141190
			2,858.51	00141361
SCHOOL BUS PARTS	V6404157	4385	354.08	00141191
			313.43	00141362
SCHOOL KIDS HEALTHCARE	V6412293	4310	250.84	00141192
SCHOOL NURSE SUPPLY INC	V6404166	4310	171.40	00140768
SCHOOL OUTFITTERS	V6408379	4320	501.23	00140926
		4410	3,048.39	00140888
SCHOOL SERVICES OF CALIFORNIA	V6404171	5210	1,155.00	00141193
SCHOOL SPECIALTY INC	V6404173	4310	576.45	00140769
			190.03	00140927
SCHOOL TECH SUPPLY	V6412669	4410	14,341.04	00141279
SCHORR METALS INC	V6404179	4310	904.92	00141194
		4355	248.36	00140770
			868.27	00140833
			41.24	00141194
			77.55	00141363
SCHWARTZ, BILLIE	V6400521	5220	52.97	00140928
SEHI COMPUTER PRODUCTS INC	V6404221	4310	2,119.12	00140771
			57,981.95	00140970
			54,665.99	00141195
		4320	281.72	00141195
		4410	13,160.25	00140771
			41,817.43	00140970
			21,642.00	00141195
		5610	525.00	00141195
		5880	136.00	00141195
SEWVAC LTD	V6411805	5610	1,357.20	00141196
SHAMROCK SUPPLY CO.	V6409920	9320	1,187.82	00141197
SHERWIN WILLIAMS CO., THE	V6410919	4355	567.90	00140929
			292.71	00141198
			299.45	00141364
SHRED IT USA LLC	V6411124	5810	55.25	00140834
SIGN MART PLASTICS PLUS	V6412529	4320	519.20	00141199
		5810	1,212.19	00141199
SIGNATURE PARTY RENTALS	V6406791	5620	149.92	00140889
			6,866.58	00140971
SO CAL OFFICE TECHNOLOGIES	V6406339	5620	991.30	00141365
SOBERANIS, ROBERTHA	V6409516	8699	86.24	00141366
SOCALGRAD	V6411708	4320	817.82	00140772
			215.50	00141200
SOCIAL STUDIES SCHOOL SERVICE	V6404322	4210	45.79	00140930
SONRISE ELECTRIC INC	V6412124	5610	806.00	00141201
SOS SURVIVAL PRODUCTS	V6404349	4320	2,300.29	00140931
SOUTH COAST BOBCAT INC	V6408673	4347	144.36	00141202
SOUTH JHS ASB	V6405227	5810	310.00	00141203
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	126,133.38	00140835
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	9320	325.06	00140932
			6,982.20	00141204
SPECTRUM AQUATICS	V6412663	4347	1,444.68	00140933
SPEECH AND LANGUAGE	V6404400	5860	31,130.00	00141367

SPICE OF LIFE INC.	V6412692	4320	198.00	00140934
		4390	875.00	00140934
		5880	950.00	00140934
SPICERS PAPER INC	V6404405	4320	3,047.90	00140773
			2,409.15	00141368
SPOT LIGHTING SUPPLIES	V6411867	9320	11,394.56	00140972
SPYKERMAN, JULIE	V6405752	5220	248.97	00141102
STAFFREHAB	V6411260	5810	14,960.00	00140973
STAPLES ADVANTAGE	V6410116	4310	1,790.76	00140935
			385.02	00141205
		4320	185.74	00140774
			1,817.79	00140935
			3,812.42	00141205
			1,938.60	00141280
		4410	586.12	00141205
STATE BOARD OF EQUALIZATION	V6404444	4310	0.75	00141103
STEINBRICK, GAIL	V6408751	5220	181.69	00141018
STERICYLE COMMUNICATION SOLUTIONS INC.	V6411455	5918	246.60	00141369
SUNDANCE SOLAR PRODUCTS INC.	V6412674	4310	1,068.69	00140936
SZENERI, KANDYCE	V6412490	5220	84.90	00140836
T MOBILE	V6410424	5918	7,050.38	00141061
			238.00	00141062
TEACHER'S DISCOVERY	V6404620	4310	1,076.85	00140890
TELL STEEL	V6404633	4370	250.14	00141370
TENNANT COMPANY	V6404637	5610	372.86	00140775
TEXTBOOK WAREHOUSE	V6404663	4210	8,308.29	00140891
		4310	1,055.95	00140891
TFH USA LTD	V6407263	4310	158.47	00140892
THABET, MARWA	V6412702	4210	117.16	00141104
THERAPRO INC.	V6411300	4310	343.26	00140893
THOMPSON'S BUILDING MAT'L.	V6404721	4347	38.79	00140894
THOMSON REUTERS WEST	V6407958	4320	164.23	00141371
TIME AND ALARM SYSTEM	V6404729	4410	4,407.54	00141372
TKO ELECTRONICS	V6412668	4410	11,319.00	00141405
TOP TIER FULFILLMENT LLC	V6412635	4310	1,179.32	00141373
TORO AIRE INC	V6408584	4347	30.17	00140895
TRAN, THAO	V6412446	5220	30.76	00140837
TROXELL COMMUNICATIONS INC	V6404796	4310	937.43	00141406
		4410	5,970.17	00140974
			12,030.30	00141406
TRUCK PRO PTO SALES CORPORATION	V6403784	4376	3,448.00	00140838
			1,308.99	00141374
		4385	441.11	00141374
TURF STAR INC	V6404805	4347	96.90	00140896
		4410	1,212.21	00140896
U S BANK	V6406511	4310	12,048.24	00141127
		4320	1,224.35	00141127
		4390	3,438.81	00141127
		5210	4,216.21	00141127
		5620	257.60	00141127
		5880	282.69	00141127
U.S. TOY CO.	V6411832	4310	142.62	00141375
UC REGENTS	V6404826	5210	225.00	00140897
ULINE	V6406546	5810	826.16	00140937
			1,153.02	00141376



UNITED INDUSTRIES	V6405275	9320	302.56	00141377
UNITED PARCEL SERVICE	V6408429	5910	193.85	00140839
UNITED REFRIGERATION INC.	V6404853	4347	285.60	00140898
		4355	20.43	00140898
UNITED RENTALS	V6404854	5620	564.54	00140899
US AIR CONDITIONING DISTRIBUTORS	V6404317	4347	14.70	00140840
US GAMES	V6404813	4310	939.98	00140776
			533.37	00141378
VALLEY VISTA SERVICES INC	V6411966	5580	4,852.87	00140938
VAZQUEZ, HILDA	V6402048	5210	646.82	00141105
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	60.99	00140777
VERNIER SOFTWARE	V6404919	4310	4,755.46	00140900
VILLASENOR JR, JESUS	V6408991	5220	512.14	00140841
VILLMER, PAULA	V6410695	5220	33.86	00140842
VISION COMMUNICATIONS CO.	V6404955	4410	59,494.38	00141407
		5610	68.96	00141106
VITAL LINK	V6404963	5210	1,500.00	00141107
WALSWICK, STEPHEN	V6409298	5210	165.10	00141108
WALTERS WHOLESALE	V6409053	4355	1,010.04	00140939
			5,782.46	00140975
			1,285.44	00141379
WARDS MEDIA TECH	V6408345	4320	817.81	00141380
		4410	5,804.63	00140977
WARD'S NATURAL SCIENCE EST	V6404999	4310	6,880.37	00140976
WEISSMAN'S DESIGNS FOR DANCE	V6405016	4310	135.60	00141381
WENGER CORP	V6405024	4310	248.26	00140901
		4410	1,101.81	00140901
WEST COAST LANYARDS INC.	V6411196	4310	1,012.85	00141382
WEST MUSIC	V6405036	4310	265.37	00140902
WEST SHIELD ADOLESCENT SERVICE	V6405037	5880	5,705.01	00141383
WESTRUX INTERNATIONAL INC	V6405053	4376	255.88	00141384
WHEELS OF FREESTYLE INC.	V6412255	5805	10,788.00	00141128
			1,798.00	00141129
WINZER	V6412060	4375	2,114.88	00141385
WOHLGEMUTH, KATHLEEN	V6406945	5210	888.20	00141206
WOODCRAFT	V6405102	4355	420.34	00140903
WORK TRAINING CENTER FOR THE	V6412690	4310	171.60	00141386
		4410	2,616.90	00141386
WORTHINGTON DIRECT	V6405117	4310	1,046.76	00141387
YAMAHA GOLF CARTS OF CALIFORNIA	V6405131	5610	271.67	00141388
YELLOW CAB OF GREATER ORANGE COUNTY	V6405135	5870	336.00	00141207
ZAPIEN, JOAQUIN BASTIDA	V6412699	5230	464.59	00141109
ZISKO, AMBER	V6406552	5220	56.82	00140843
ZONAR SYSTEMS INC	V6412168	6490	26,942.28	00141130
ZONES	V6405158	4310	1,164.76	00141110
			2,784.78	00141389
		4320	206.34	00141389
<b>GENERAL FUND (0101)</b>			<b><u>5,064,428.08</u></b>	
CULVER NEWLIN	V6411589	4310	(1,560.46)	00140849
		4410	14,364.20	00140849
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	81,420.00	00141408
GHATAODE BANNON ARCHITECTS	V6408656	6212	314.97	00141409
INSPECTION RESOURCES	V6412038	6209	5,350.00	00141410

NB CONSULTING ENGINEERS INC	V6409786	6209	5,950.00	00141411
P2S ENGINEERING INC	V6411662	6212	302.00	00141027
<b>GO BOND FUND (2124)</b>			<b><u>106,140.71</u></b>	
SCHOOL FACILITY CONSULTANTS	V6404158	5810	1,142.50	00141208
<b>CAPITAL FACILITIES FUND (2525)</b>			<b><u>1,142.50</u></b>	
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	25,800.00	00141412
INTELESYSONE INC.	V6412444	6490	206,538.11	00141390
ORANGE COUNTY REGISTER	V6403461	6252	3,111.36	00141391
RUHNAU RUHNAU CLARKE	V6412249	6212	637.17	00141413
WEST COAST CODE CONSULTANTS INC	V6412493	6208	18,250.00	00141414
<b>CAPITAL FACILITIES RDA FUND (2545)</b>			<b><u>254,336.64</u></b>	
REVOLVING CASH FUND	V6405190	6240	300.00	00140978
<b>SCHOOL FACILITIES FUND (3535)</b>			<b><u>300.00</u></b>	
AUHSD	V6400400	5890	6,984.49	00140904
<b>WORKERS COMPENSATION FUND (6768)</b>			<b><u>6,984.49</u></b>	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	7,651.89	00140905
AUHSD	V6400400	5891	1,000,000.08	00141019
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	11,400.28	00140906
EXPRESS SCRIPTS INC.	V6410974	5895	79,709.13	00140844
			233,436.31	00141131
			84,283.24	00141209
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	12,127.50	00141028
HOLMAN PROFESSIONAL COUNSELING CENTERS	V6411743	5463	64,350.69	00140907
METLIFE	V6408692	5462	20,924.30	00140908
<b>HEALTH &amp; WELFARE INS FUND (6769)</b>			<b><u>1,513,883.42</u></b>	
GREATER ANAHEIM SELPA	V6401927	9620	84,958.00	00141210
			2,896,289.00	00141392
<b>PASS THRU (7676)</b>			<b><u>2,981,247.00</u></b>	
<b>GRAND TOTAL ALL FUNDS</b>			<b><u>9,928,462.84</u></b>	

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

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	347,091.37	222,365.84	1,000.00	41,118.50	264,484.34
Western	271,222.26	118,421.52	275.00	121,592.82	240,289.34
Magnolia	111,342.61	98,012.55	700.00	-	98,712.55
Savanna	87,922.66	124,607.14	500.00	262.67	125,369.81
Loara	160,315.07	60,571.05	800.00	66,823.20	128,194.25
Katella	244,612.55	154,458.57	-	-	154,458.57
Kennedy	433,559.84	302,604.87	1,300.00	-	303,904.87
Cypress	617,457.99	513,525.59	1,700.00	50,395.04	565,620.63
Brookhurst	34,856.55	34,171.34	-	-	34,171.34
Orangeview	41,753.83	48,419.32	100.00	-	48,519.32
Walker	106,039.46	97,380.01	-	-	97,380.01
Dale	55,238.60	41,196.58	-	-	41,196.58
Sycamore	42,313.75	45,897.88	-	-	45,897.88
Ball	27,476.71	22,910.94	-	-	22,910.94
South	83,946.78	84,622.35	-	-	84,622.35
Oxford	442,455.60	364,011.04	-	-	364,011.04
Lexington	63,707.14	30,602.55	-	-	30,602.55
Hope	81,965.82	81,815.14	-	-	81,815.14
Gilbert	32,435.89	39,332.83	-	-	39,332.83
<b>Total</b>	<b>3,285,714.48</b>	<b>2,484,927.11</b>	<b>6,375.00</b>	<b>280,192.23</b>	<b>2,771,494.34</b>

**Anaheim Union High School District  
Cafeteria Fund  
Financial Statements  
April 2017**

**Balance Sheet**  
**Anaheim Union High School District**  
04/30/2017

Account Number	Description	
<b>Asset</b>	<b>Assets</b>	
<b>CASH</b>		
9120	Cash-Checking	\$6,774,920.06
9122	Change Fund	\$14,230.00
9123	Petty Cash	\$50.00
<b>Total CASH</b>		<b>\$6,789,200.06</b>
<b>RECEIVABLE</b>		
9210	A/R - Current	\$57,926.75
9280	A/R - State	\$286,120.11
9290	A/R - Federal	\$3,679,828.41
<b>Total RECEIVABLE</b>		<b>\$4,023,875.27</b>
<b>INVENTORIES</b>		
9321	Warehouse Food	\$103,760.91
9322	Warehouse Commodity	\$2,035.40
9323	Warehouse Supplies	\$78,827.24
9326	School Food	\$96,523.06
9327	School Commodity	\$4.50
9328	School Supplies	\$24,002.49
<b>Total INVENTORIES</b>		<b>\$305,153.60</b>
<b>Total Asset</b>		<b>\$11,118,228.93</b>
<b>Liability</b>	<b>Liabilities and Fund Balance</b>	
<b>LIABILITIES</b>		
9510	A/P - Current	\$2,040,566.98
9530	A/P - Accrued Vacation	\$111,861.00
9580	Sales Tax Liability	\$7,656.86
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$42,809.70
<b>Total LIABILITIES</b>		<b>\$2,202,894.54</b>
<b>Total Liability</b>		<b>\$2,202,894.54</b>
<b>Fund Balance</b>	<b>Liabilities and Fund Balance</b>	
<b>FUND BALANCE</b>		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$4,580,793.28
<b>Total FUND BALANCE</b>		<b>\$8,452,203.40</b>
<b>Total Fund Balance</b>		<b>\$8,452,203.40</b>
<b>Current Year Profit (Loss)</b>		<b>\$463,130.98</b>
<b>Total Liabilities and Fund Balance</b>		<b>\$11,118,228.92</b>

**Statement of Revenue and Expense**  
**Anaheim Union High School District**

	Period Ending 04/30/2017				Period Ending 04/30/2016			
	Monthly	%	YTD	%	Monthly	%	YTD	%
<b>Revenue</b>								
<b>Local Revenue</b>								
8621	\$18,997.00	0.96 %	\$292,946.75	1.51 %	\$35,967.25	1.40 %	\$271,416.75	1.39 %
Elementary - Lunch								
8632	\$7,747.25	0.39 %	\$60,541.25	0.31 %	\$7,383.25	0.29 %	\$55,767.25	0.29 %
High School - Breakfast								
8633	\$70,623.25	3.57 %	\$603,680.00	3.11 %	\$64,192.00	2.50 %	\$535,115.25	2.74 %
High School - Lunch								
8635	\$123,902.40	6.26 %	\$1,084,951.89	5.59 %	\$142,887.30	5.57 %	\$1,222,689.06	6.27 %
A La Carte Sales								
8636	\$185.69	0.01 %	\$1,169.64	0.01 %	\$210.90	0.01 %	\$1,626.61	0.01 %
Adult Rev. - Breakfast								
8637	\$5,879.71	0.30 %	\$45,890.47	0.24 %	\$7,707.88	0.30 %	\$54,140.91	0.28 %
Adult Rev. - Lunch								
<b>Local Revenue</b>	<b>\$227,335.30</b>	<b>11.48 %</b>	<b>\$2,089,180.00</b>	<b>10.77 %</b>	<b>\$258,348.58</b>	<b>10.06 %</b>	<b>\$2,140,755.83</b>	<b>10.97 %</b>
<b>Federal Reimbursements</b>								
8200	\$328,038.92	16.56 %	\$3,215,536.75	16.57 %	\$436,489.38	17.00 %	\$3,191,801.72	16.36 %
Fed. Meal Rev.-Breakfast								
8220	\$1,245,699.62	62.90 %	\$12,196,638.62	62.87 %	\$1,614,275.07	62.88 %	\$12,255,716.82	62.81 %
Fed. Meal Rev.-Lunch								
8290	\$35,270.32	1.78 %	\$402,928.06	2.08 %	\$57,857.52	2.25 %	\$403,564.56	2.07 %
Misc Fed Rev.-Snack								
<b>Federal Reimbursements</b>	<b>\$1,609,008.86</b>	<b>81.24 %</b>	<b>\$15,815,103.43</b>	<b>81.52 %</b>	<b>\$2,108,621.97</b>	<b>82.13 %</b>	<b>\$15,851,083.10</b>	<b>81.24 %</b>
<b>State Reimbursements</b>								
8500	\$37,159.22	1.88 %	\$363,046.52	1.87 %	\$50,575.36	1.97 %	\$369,680.31	1.89 %
St. Meal Rev.-Breakfast								
8520	\$88,344.65	4.46 %	\$863,543.15	4.45 %	\$117,854.71	4.59 %	\$894,692.37	4.59 %
St. Meal Rev.-Lunch								
<b>State Reimbursements</b>	<b>\$125,503.87</b>	<b>6.34 %</b>	<b>\$1,226,589.67</b>	<b>6.32 %</b>	<b>\$168,430.07</b>	<b>6.56 %</b>	<b>\$1,264,372.68</b>	<b>6.48 %</b>
<b>Other Revenue</b>								
8291	\$0.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %	\$18,500.00	0.09 %
MISC FEDERAL REVENUE								
8638	(\$1,087.08)	-0.05 %	(\$7,471.75)	-0.04 %	(\$1,071.99)	-0.04 %	(\$12,233.36)	-0.06 %
Cash Over & Short								
8689	\$0.00	0.00 %	(\$1,710.50)	-0.01 %	\$0.00	0.00 %	\$0.00	0.00 %
Misc Fees/Contract								
8699	\$19,704.00	0.99 %	\$278,622.20	1.44 %	\$33,068.60	1.29 %	\$249,307.22	1.28 %
Spec Activity/Cater								
<b>Other Revenue</b>	<b>\$18,616.92</b>	<b>0.94 %</b>	<b>\$269,439.95</b>	<b>1.39 %</b>	<b>\$31,996.61</b>	<b>1.25 %</b>	<b>\$255,573.86</b>	<b>1.31 %</b>
<b>Total Revenue</b>	<b>\$1,980,464.95</b>	<b>100.00 %</b>	<b>\$19,400,313.05</b>	<b>100.00 %</b>	<b>\$2,567,397.23</b>	<b>100.00 %</b>	<b>\$19,511,785.47</b>	<b>100.00 %</b>
<b>Expense</b>								
<b>Food Purchases &amp; Govnmt</b>								
4700	\$660,436.93	33.35 %	\$6,686,860.94	34.47 %	\$888,697.35	34.61 %	\$7,134,119.46	36.56 %
Food Purchases								
<b>Food Purchases &amp; Govnmt</b>	<b>\$660,436.93</b>	<b>33.35 %</b>	<b>\$6,686,860.94</b>	<b>34.47 %</b>	<b>\$888,697.35</b>	<b>34.61 %</b>	<b>\$7,134,119.46</b>	<b>36.56 %</b>
<b>Supplies</b>								
4300	\$74,810.40	3.78 %	\$392,665.97	2.02 %	\$80,179.29	3.12 %	\$864,333.62	4.43 %
Materials & Supplies								
4400	\$22,344.01	1.13 %	\$159,185.37	0.82 %	\$0.00	0.00 %	\$9,121.90	0.05 %
Noncapitalized Equipment-Under \$5000								

**Statement of Revenue and Expense**  
**Anaheim Union High School District**

	Period Ending 04/30/2017				Period Ending 04/30/2016			
	Monthly	%	YTD	%	Monthly	%	YTD	%
4790	\$0.00	0.00 %	\$421,549.81	2.17 %	\$91.71	0.00 %	\$10,963.69	0.06 %
Supplies (Food)								
Supplies	\$97,154.41	4.91 %	\$973,401.15	5.02 %	\$80,271.00	3.13 %	\$884,419.21	4.53 %
Salaries								
2200	\$732,787.91	37.00 %	\$6,430,390.09	33.15 %	\$748,142.95	29.14 %	\$6,389,121.43	32.74 %
Classified Salaries								
2300	\$40,898.20	2.07 %	\$373,708.18	1.93 %	\$51,121.40	1.99 %	\$399,256.10	2.05 %
Class.Sup/Admin Salaries								
2400	\$32,525.15	1.64 %	\$330,087.60	1.70 %	\$39,830.05	1.55 %	\$323,639.60	1.66 %
Clerical/Office Salaries								
2550	\$12,429.00	0.63 %	\$111,861.00	0.58 %	\$12,429.00	0.48 %	\$111,861.00	0.57 %
Food Service Vacation Pay								
Salaries	\$818,640.26	41.34 %	\$7,246,046.87	37.35 %	\$851,523.40	33.17 %	\$7,223,878.13	37.02 %
Benefits								
3202	\$85,297.68	4.31 %	\$751,318.11	3.87 %	\$77,662.28	3.02 %	\$658,978.74	3.38 %
PERS, Classified Position								
3302	\$61,401.30	3.10 %	\$542,352.57	2.80 %	\$63,540.45	2.47 %	\$543,132.82	2.78 %
OASD/MED/Classified Position								
3402	\$193,275.18	9.76 %	\$1,916,483.23	9.88 %	\$191,992.64	7.48 %	\$1,854,092.75	9.50 %
Hlth/Welfare, Classified								
3502	\$403.72	0.02 %	\$3,564.73	0.02 %	\$420.01	0.02 %	\$3,597.20	0.02 %
SUI, Classified Position								
3602	\$18,200.41	0.92 %	\$160,709.99	0.83 %	\$19,362.12	0.75 %	\$165,620.71	0.85 %
Workers Comp, Classified								
3702	\$676.82	0.03 %	\$676.82	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %
Retire. Benefits, Classified								
Benefits	\$359,255.11	18.14 %	\$3,375,105.45	17.40 %	\$352,977.50	13.75 %	\$3,225,422.22	16.53 %
Other Expenses								
5200	\$1,489.05	0.08 %	\$15,064.49	0.08 %	\$709.60	0.03 %	\$12,611.15	0.06 %
Travel & Conference								
5500	\$85,014.60	4.29 %	\$230,649.03	1.19 %	\$60,142.44	2.34 %	\$387,158.81	1.98 %
Operation & Housekeeping								
5600	\$4,002.26	0.20 %	\$86,316.80	0.44 %	\$10,673.40	0.42 %	\$153,276.05	0.79 %
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 %	\$235,359.86	1.21 %	\$0.00	0.00 %	\$11,850.00	0.06 %
Prof. Consult Service								
5900	\$106.40	0.01 %	\$14,204.69	0.07 %	\$640.85	0.02 %	\$21,779.91	0.11 %
Fax, Pager, Postage								
6200	\$0.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %	\$26,235.96	0.13 %
Bldg & Imp of Bldg								
6400	\$0.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %	\$150,800.41	0.77 %
Equipment less \$500								
Other Expenses	\$90,612.31	4.58 %	\$581,594.87	3.00 %	\$72,166.29	2.81 %	\$763,772.29	3.91 %
Capital Outlay								
6500	\$40,842.56	2.06 %	\$74,172.79	0.38 %	\$0.00	0.00 %	\$263,717.32	1.35 %
Equipment- Over \$5000								
Capital Outlay	\$40,842.56	2.06 %	\$74,172.79	0.38 %	\$0.00	0.00 %	\$263,717.32	1.35 %
<b>Total Expense</b>	<b>\$2,066,941.58</b>	<b>104.37 %</b>	<b>\$18,937,182.07</b>	<b>97.61 %</b>	<b>\$2,245,635.54</b>	<b>87.47 %</b>	<b>\$19,495,328.63</b>	<b>99.92 %</b>
<b>Net Profit (Loss)</b>	<b>(\$86,476.63)</b>	<b>-4.37 %</b>	<b>\$463,130.98</b>	<b>2.39 %</b>	<b>\$321,761.69</b>	<b>12.53 %</b>	<b>\$16,456.84</b>	<b>0.08 %</b>

ANAHEIM UNION HIGH SCHOOL DISTRICT  
Business Division  
2016/17 MONTHLY ENROLLMENT REPORT

Month 10  
5/1/17 to 5/25/17

SCHOOL	REGULAR DAY							Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	9th	10th	11th	12th	11th	12th	Subtotal				
Anaheim	777	692	694	540	2,703	3	98	2,804			
Cypress	668	682	653	607	2,610	5	86	2,701			
Katella	648	670	643	526	2,487	5	151	2,643			
Kennedy	548	625	564	576	2,313	3	84	2,400			
Loara	502	516	492	487	1,997	2	125	2,124			
Magnolia	392	403	411	384	1,590	1	124	1,715			
Oxford	202	205	193	184	784	-	-	784			
Savanna	461	518	466	411	1,856	2	54	1,912			
Western	528	487	403	404	1,822	2	91	1,915			
<b>Total Comprehensive</b>	<b>4,726</b>	<b>4,798</b>	<b>4,519</b>	<b>4,119</b>	<b>18,162</b>	<b>23</b>	<b>813</b>	<b>18,998</b>			
Independent Learning Center	1	5	43	188	237	-	-	237			
Gilbert High School	2	20	292	279	593	9	96	698			
Polaris High School	51	64	79	36	230	-	-	230			
Special Education Transition Program	-	-	-	-	-	-	121	121			
<b>Total Alternative Ed</b>	<b>54</b>	<b>89</b>	<b>414</b>	<b>503</b>	<b>1,060</b>	<b>9</b>	<b>217</b>	<b>1,286</b>			
Hope	-	-	-	-	-	-	223	223			
<b>Total Senior High Schools</b>	<b>4,780</b>	<b>4,887</b>	<b>4,933</b>	<b>4,622</b>	<b>19,222</b>	<b>32</b>	<b>1,253</b>	<b>20,507</b>			

SCHOOL	REGULAR DAY				Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	7th	8th	11th	12th				
Ball	499	499	998	-	998	43	1,041	
Brookhurst	474	540	1,014	2	1,014	54	1,070	
Dale	563	592	1,155	2	1,155	70	1,227	
Lexington	646	700	1,346	1	1,346	37	1,384	
Orangeview	400	394	794	1	794	47	842	
Oxford	205	206	411	1	411	-	412	
South	699	731	1,430	1	1,430	68	1,499	
Sycamore	705	639	1,344	-	1,344	65	1,409	
Walker	568	543	1,111	1	1,111	34	1,146	
<b>Total Comprehensive</b>	<b>4,759</b>	<b>4,844</b>	<b>9,603</b>	<b>9</b>	<b>9,603</b>	<b>418</b>	<b>10,030</b>	
Polaris High School	5	9	14	-	14	-	14	
<b>Total Alternative Ed</b>	<b>5</b>	<b>9</b>	<b>14</b>	<b>-</b>	<b>14</b>	<b>-</b>	<b>14</b>	
<b>Total Junior High Schools</b>	<b>4,764</b>	<b>4,853</b>	<b>9,617</b>	<b>9</b>	<b>9,617</b>	<b>418</b>	<b>10,044</b>	

DISTRICT TOTAL

30,551



**ANAHEIM UNION HIGH SCHOOL DISTRICT**

Business Division

2016/17 MONTHLY ENROLLMENT REPORT

**GROWTH vs. DECLINE - MONTH to MONTH COMPARISON**

**Month 10**

<b>HIGH SCHOOL</b>	<b>Month 9</b>	<b>Month 10</b>	<b>Growth v. (Decline)</b>
Anaheim	2,818	2,804	(14)
Cypress	2,705	2,701	(4)
Katella	2,649	2,643	(6)
Kennedy	2,399	2,400	1
Loara	2,123	2,124	1
Magnolia	1,719	1,715	(4)
Oxford	784	784	-
Savanna	1,912	1,912	-
Western	1,920	1,915	(5)
<b>Total Senior High</b>	<b>19,029</b>	<b>18,998</b>	<b>(31)</b>

<b>JUNIOR HIGH SCHOOL</b>	<b>Month 9</b>	<b>Month 10</b>	<b>Growth v. (Decline)</b>
Ball	1,042	1,041	(1)
Brookhurst	1,066	1,070	4
Dale	1,230	1,227	(3)
Lexington	1,383	1,384	1
Orangeview	841	842	1
Oxford	412	412	-
South	1,504	1,499	(5)
Sycamore	1,409	1,409	-
Walker	1,151	1,146	(5)
<b>Total Junior High</b>	<b>10,038</b>	<b>10,030</b>	<b>(8)</b>

<b>Total Comprehensive Schools</b>	<b>29,067</b>	<b>29,028</b>	<b>(39)</b>
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<b>Alternative Education</b>	<b>Month 9</b>	<b>Month 10</b>	<b>Growth v. (Decline)</b>
Independent Learning Center	236	237	1
Gilbert High School	730	698	(32)
Hope School	223	223	-
Polaris High School	278	244	(34)
Special Education Transition Program	122	121	(1)
<b>Total Alternative Ed.</b>	<b>1,589</b>	<b>1,523</b>	<b>(66)</b>
<b>District Total</b>	<b>30,656</b>	<b>30,551</b>	<b>(105)</b>

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

**EDUCATIONAL CONSULTING AGREEMENT AMENDMENT**

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

13 <sup>th</sup>	day of	July	2017
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in reference to the Consulting Agreement by and between

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

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:

July 15 <sup>th</sup> , 2017
------------------------------

and amends said Consulting Agreement as follows:

The Board of Trustees is requested to amend the consulting agreement with Language Network, Inc. The original agreement was at a cost not to exceed \$35,000; for services provided August 1, 2016 through July 31, 2017, to 100 or more students/parents, dependent upon the type of service required in each instance.

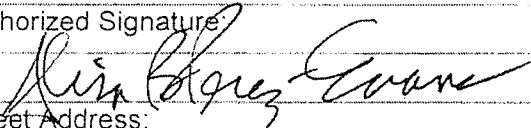
The services consist of providing written translation and oral interpretation services to students and parents in languages beyond the district's current capacity to support. There are many families who require periodic translation services in 98 languages, to assist with health, safety, and mandated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

With an increase in requests for interpretation and translation services in the spring of 2017 for Arabic, Tagalog, and other languages, the original amount of \$35,000 expended for the 2016-2017 school year were not sufficient to cover the additional services needed.

An additional \$2,558.85 is requested to cover the cost of services incurred for the remainder of the 2016-17 school year. Amended total cost is not to exceed \$37,558.85.

All other terms and conditions of the original agreement will remain in force.

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

<b>CONSULTANT:</b>		<b>DISTRICT:</b>	
Typed Name of consultant (same as page 1):			
Language Network		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Alisa Perez-Evans/President & Founder		Dr. Jaron Fried	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
101 E. Redlands Blvd. Ste. 247		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Redlands, CA 92373		Anaheim, CA 92803-3520	
Date:		Date:	
6/20/17			

Mark Appropriately:

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

Social Security Number\* or Federal Identification Number\*

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

\*Or, initial here:

<input type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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Telephone Number:

E-mail Address:

949-733-2446	alisa@languagenetworkusa.com
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*If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.*

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

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

Signature:		Date:	JUN 20 2017
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ANAHEIM UNION HIGH SCHOOL DISTRICT  
501 Crescent Way – P.O. Box 3520  
Anaheim, CA 92803-3520

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

15 <sup>th</sup>	day of	July	2017
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by and between

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

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

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

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

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

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

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

- Services to be provided by Consultant:

Language Network, Inc., provides written translation and oral interpretation services to students and parents in languages beyond the district's current capacity to support. There are many families who require periodic translation services in 98 languages, to assist with health, safety, and mandated educational issues. Contracting with Language Network will facilitate meeting the needs of students and parents who speak languages that are not available through the district translators.
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Site/School:	District-wide (English Learner Program)	Funds (Cost Center):	LCFF Funds (0009)
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- List of Other Supportive Staff or Consultants:

Consultant does not require additional staff.
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- Consultant shall commence providing services under this AGREEMENT on:

Date:	August 1, 2017
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and shall diligently perform as specified and complete performance by:

Date:	July 31, 2018
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

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

5. District shall pay Consultant the maximum amount of

\$35,000

for services rendered

to # of people:	100 or more students/parents, dependent upon the type of service required in each instance	# hours per day:	Dependent upon the amount of time required for each assignment	# of days:	Appointments will be arranged on an as-needed basis
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.
  - b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district

property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

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

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

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

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

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

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

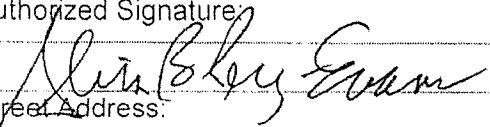
Some of these services will be performed on site and in person, so no technical support will need to be provided by the District. Written documents requiring translation will be sent by fax or email, so only routine office equipment would be required.

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

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

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

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

<b>CONSULTANT:</b>		<b>DISTRICT:</b>	
Typed Name of consultant (same as page 1):			
Language Network, Inc.		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Alisa Perez-Evans/President & Founder		Dr. Jaron Fried	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
101 E. Redlands Blvd. Ste. 247		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Redlands, CA 92373		Anaheim, CA 92803-3520	
Date:		Date:	
6/20/17			

Mark Appropriately:

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

Social Security Number\* or Federal Identification Number\*

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

\*Or, initial below:

<input type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
--------------------------	--

Telephone Number:

E-mail Address:

949-733-2446	alisa@languagenetworkusa.com
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*If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.*

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

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

Signature:		Date:	JUN 20 2017
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CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

April 4, 2017

Michael Matsuda, Superintendent  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92803-3520

Dear Superintendent Matsuda:

Subject: Grant Award Information for the 2017–2020 Tobacco-Use Prevention Education Program  
Competitive Grants for Grades Six through Twelve, Cohort M, Tier 2

Congratulations! The application from your district/local lead agency for a Competitive Tobacco-Use Prevention Education (TUPE) Program grant has been funded.

You will receive your official Grant Award Notification (AO-400) along with your Score Sheet and other pertinent documentation following the approval of the 2017–18 State Budget.

Your grant is tentatively funded at \$1,732,590.00 for the term of the grant calculated on an average daily attendance count of 32,085.00 at \$54 per unit of A.D.A. Your grant amount will be confirmed when you receive your AO-400 signed by State Superintendent of Public Instruction Tom Torlakson. The Resource Code for this grant is 6690. Should you have questions regarding your budget, please contact Shalonn Woodard, Grants Fiscal Analyst, by phone at 916-319-0197 or by e-mail at [swoodard@cde.ca.gov](mailto:swoodard@cde.ca.gov). General TUPE Program inquiries may be directed to John Lagomarsino, School Health Education Consultant, by phone at 916-323-1540 or by e-mail at [jlagomarsino@cde.ca.gov](mailto:jlagomarsino@cde.ca.gov).

We look forward to working with you to prevent, reduce, and eliminate the use of tobacco. For technical assistance with implementing your TUPE grant, please contact the Regional Consultant for your county which may be found on the California Department of Education (CDE) TUPE Regional Assignments Web page at <http://www.cde.ca.gov/ls/he/at/regionalassign.asp>. The county TUPE Coordinators are also available to provide technical assistance as you work to implement your TUPE grant. A list of these contacts may be accessed on the CDE County Office of Education TUPE Coordinators Web page at <http://www.cde.ca.gov/ls/he/at/countycoordinators.asp>.

Sincerely,

Tom Herman, Education Administrator, I  
Coordinated School Health and Safety Office

TH:sw

cc: Shanna Egans, Program Contact  
Allison Haynes, County Coordinator

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

**EDUCATIONAL CONSULTING AGREEMENT**

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

13 <sup>th</sup>	day of	July	2017
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by and between

Pamela J. Luna, DrPH, MEd

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. Pamela Luna will conduct a professional development Project ALERT curriculum training workshop for 7<sup>th</sup> and 8<sup>th</sup> grade junior high school Health and Science teachers that will be teaching the research-validated curriculum mandated by the Tobacco Use Prevention Education (TUPE) grant. The Project ALERT curriculum was created and tested by RAND, the nation's leading think tank on drug policy. Developed over a ten-year period, Project ALERT is a substance abuse prevention program for 7<sup>th</sup> and 8<sup>th</sup> grade students that is evidence-based and proven to work that teaches teens how to say "NO." Project ALERT stands for: Adolescent - Learning - Experiences - Resistance - Training. Project ALERT workshops now include how to integrate information about e-cigarettes into the lessons. Services include free training materials, curriculum, and posters available on-line as well as many additional accessible resources for participants such as lesson plans, videos, research articles, and a monthly newsletter.

Site/School:	AUHSD District Office	Funds (Cost Center):	TUPE Grant 4897
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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:	August 16, 2017
-------	-----------------

and shall diligently perform as specified and complete performance by:

Date:	September 29, 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

\$1,500
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for services rendered

to # of people:	Approximately 8 to 15 – 7 <sup>th</sup> & 8 <sup>th</sup> grade Health and Science teachers	# hours per day:	5.0 to 7.0	# of days:	1
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District 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 workshop, participants will be able to utilize the Project ALERT curriculum effectively in their classrooms and overall school sites. This training workshop will maintain and improve TUPE curriculum delivery to general student population and revitalize tobacco awareness and TUPE curriculum training of teachers and school staff. Project ALERT addresses the pro-drug mindset of today's teens and effectively increases their likelihood to remain drug-free. Project ALERT is proven to:

- Motivate students against drug use.
- Provide skills and strategies to resist drugs.
- Establish new non-use attitudes and beliefs.

The reality is that drug use can alter a teen's life forever. That's why every student should be given the tools to make a decision against using drugs - and the best place to give student those tools is the classroom.

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

Dr. Pamela Luna has many years of experience and is currently a consultant on Public Health and Education. Dr. Pamela Luna has held leadership positions working in programs to promote health of children and youth for 25+ years, is a credentialed teacher and administrator working at National, state and local levels. She is also a recipient of awards for work in education and published author in peer-reviewed journals. She also is on the Chair, School Health Subcommittee for NHLBI-NAEPP, APHA Governing Councilor and Co-chair for APHA Film Festival and has a Doctorate in Public Health-Health Promotion and Education and Master's Degree in Education/Teaching. She has years of experience and consulting/training with TUPE consortiums, including many years as a TUPE consultant for the Orange County Department of Education. She has worked with AUHSD in 2014 and 2015 during the 2014-2017 TUPE grant cycle and will now again provide services during the 2017-2020 TUPE grant cycle.

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

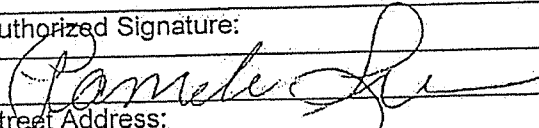
The District will provide audio visual equipment for the PowerPoint presentation, including a laptop with DVD player, internet connection from provided laptop, one (1) screen and one (1) easel.

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

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

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

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

<b>CONSULTANT:</b>		<b>DISTRICT:</b>	
Typed Name of consultant (same as page 1):			
Pamela J. Luna, DrPH, MEd		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Senior Workshop Trainer – Project ALERT		Dr. Jaron Fried	
Authorized Signature:		Signature of Assistant Superintendent:	
X 			
Street Address:		Street Address:	
1432 Cedarhill Dr		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Riverside CA 92507		Anaheim, CA 92803-3520	
Date:		Date:	
6-6-17			

Mark Appropriately:

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

Social Security Number\* or Federal Identification Number\*

xxx xx - 4337	
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\*Or, initial below:

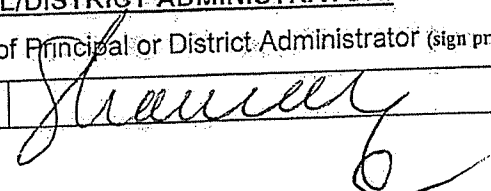
<input checked="" type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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Telephone Number:	E-mail Address:
951-208-9248	DrPam@earthlink.net

If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

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

Signature: 	Date: 6/8/17
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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:

13th	day of	July	2017
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by and between

Orange County Human Relations Council
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Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

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

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

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

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

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

1. Services to be provided by Consultant:

The Orange County Human Relations Council will provide training to Servite High School staff and students. The training will assist Servite in the further development of a safe and welcoming campus environment (staff, parents, students) where all stakeholders feel respected. Services include, but are not limited to: a leadership orientation, a task formation, all-day student retreats, faculty in-services, planning and implementation of strategies for parent outreach and involvement, assistance in the planning of school wide project(s), and student conflict resolution and anger management, and/or facilitator training for the Bridges program. The Bridges program trains participants to use positive peer support and to promote inter-group understanding and sensitivity, and how to implement restorative practices.
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Site/School:	Servite High School	Funds (Cost Center):	Title II (3992)
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	August 1, 2017
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2018
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

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

- 5. District shall pay Consultant the maximum amount of

\$5,000

for services rendered

to # of people:	100 staff members 900 students Estimated 500 parents	# hours per day:	2	# of days:	70
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Typed Name of consultant (same as page 1):

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

Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

<b>Alison Edwards/SIRP Programs Director</b>	<b>Dr. Jaron Fried</b>
--	------------------------

Authorized Signature:

Signature of Assistant Superintendent:

	
---	--

Street Address:

Street Address:

<b>1300 S. Grand Ave., Bldg. B</b>	<b>501 N. Crescent Way, P.O. Box 3520</b>
------------------------------------	---

City, State, Zip Code

City, State, Zip Code

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

Date:

Date:

<i>June 12, 2017</i>	
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Mark Appropriately:

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

Social Security Number\*

or

Federal Identification Number\*

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

\*Or, initial below:

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

Telephone Number:

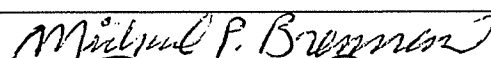
E-mail Address:

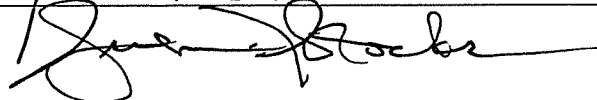
(714)567-7470 or (714)567-7566	Alison@ochumanrelations.org
--------------------------------	-----------------------------

*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:	<i>June 12, 2017</i>
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**Agreement between the Anaheim Union High School District, -  
 [REDACTED] 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," [REDACTED], hereinafter referred to as "Parents," on behalf of their daughter [REDACTED] hereinafter referred to as "Student," and AccentCare Home Health of California, hereinafter referred to as "Accent Care." 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 [REDACTED] 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.

**A G R E E M E N T**

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 August 9, 2017 and terminate on June 30, 2018. 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 a 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 a 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 1, 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 Care 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: Signature on original

Signature: Signature on original

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**ANAHEIM UNION HIGH SCHOOL  
DISTRICT**

**AccentCare Home Health  
of California**

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

Signature: Matthew Menahan

Printed Name: \_\_\_\_\_

Printed Name: Matthew Menahan

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

Title: Administrator

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

Date: 6/2/17

**APPENDIX 1  
SCHOOL GUIDELINES**

School Site: \_\_\_\_\_

Student (full name): \_\_\_\_\_

Date of Birth: \_\_\_\_\_

***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: Signature on original \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: Signature on original \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Memorandum of Understanding Between  
Anaheim Union High School District  
And  
Placentia - Yorba Linda 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 Placentia-Yorba Linda Unified 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 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 15<sup>th</sup> 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:	<u>714-999-3528</u>
Fax:	<u>714-999-0622</u>

**Sending District**

School District: Placentia – Yorba Linda Unified School District  
Address: 1301 E. Orangethorpe Ave.  
City: Placentia, CA 92870  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

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.

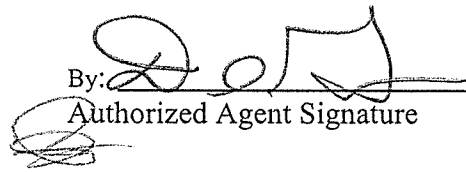
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District  
Provider District

Placentia-Yorba Linda Unified School District  
Sender District

By: \_\_\_\_\_  
Authorized Agent Signature

By:  \_\_\_\_\_  
Authorized Agent Signature

Jaron Fried, Assistant Superintendent  
Name/Title

David Giordano, Assistant Superintendent  
Name/Title Business Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Date Approved by Provider  
District Board: \_\_\_\_\_

Date Approved by Sender  
District Board: MAY 9, 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 2016-17

**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: 1/19/2016
- 5. District of Residence: Placentia-Yorba Linda Unified School District SELPA North East Orange County
- 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 Secondary: Speech or Language Impairment
- 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	<input type="checkbox"/>

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 5-31-17  
 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  
Tustin 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 Tustin 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 15<sup>th</sup> 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: Tustin Unified School District  
Address: 15400 Lansdowne Rd, Room 604  
City: Tustin, CA 92782  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

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: \_\_\_\_\_

Tustin Unified School District  
Sender District

By: Anthony Soria  
Authorized Agent Signature

Anthony Soria, Chief Financial Officer  
Name/Title

4/27/2017  
Date

Date Approved by Sender  
District Board: 4/17/2017

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: \_\_\_\_\_ 2. DOB: \_\_\_\_\_
- 3. Address: \_\_\_\_\_  
\_\_\_\_\_
- 4. IEP Placement Meeting Date: 10/6/2015
- 5. District of Residence: Tustin SELPA Tustin
- 6. School of Attendance: \_\_\_\_\_
- 7. District of Attendance: Anaheim Union High School District SELPA Greater Anaheim
- 8. Program/Placement: SH
- 9. Student's Eligibility: Primary: 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	<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"/>	<u>1:1</u>
Health Aide	<input type="checkbox"/>	
Other	<input type="checkbox"/>	

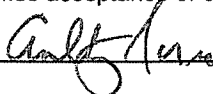
NOTE: District of Residence will be responsible for Additional Billable Services actual costs

- 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 June 9, 2017

District of Attendance \_\_\_\_\_ Date \_\_\_\_\_

\*\*\* This document works in conjunction with the Greater Anaheim INTRA/INTER SELPA MOU \*\*\*

Memorandum of Understanding Between  
The Orange County Superintendent of Schools  
And  
“Anaheim Union High School District”  
2017-2018

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as “OCDE” and the “Anaheim Union High School District,” herein referred to as “District,” and collectively referred to herein as the “Parties,” mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program 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 July 1, 2017, and ending June 30, 2018.

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). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

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

as well as schedule a visitation with the parent. OCDE referral packets are available on-line at <http://www.ocde.us/sped/Pages/default.aspx>.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. OCDE shall maintain and provide special education programs for District pupils during the 2017-2018 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the 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 an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, OCDE shall immediately notify 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 District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools 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 District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law. For all other pupils enrolled in an OCDE Special Schools Program, the 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 OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by 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 OCDE is terminated.

7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s). In the event a referral is made by a pupil's IEP team or a pupil's parent/guardian for an educationally related mental health services (ERMHS) assessment, OCDE shall immediately notify the District, and the District shall determine how to proceed with the requested ERMHS assessment.

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE,

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

#### 9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2017 through June 1, 2018. A pupil shall be counted as "enrolled" in an OCDE Special Schools 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 an OCDE Special Schools Program, whichever occurs sooner. Pupils continuing in an OCDE Special Schools 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 district of residence. If a continuing pupil has not attended school by the eleventh (11<sup>th</sup>) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.



10. Definitions

a. "Special Education Fiscal Advisory Committee" shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. "Regional Special Education Programs" are the special education classes and support services operated by OCDE 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.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "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 OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of OCDE Special Schools Programs.

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

h. "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.

## 11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The 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 District.

c. The following documents shall be used as a basis for all figures reported:

- (1) Various Program Cost Reports
- (2) State Form 01
- (3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)/Supplementary Aids

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology/Alternative Augmentative Communication, Vision Training, Orientation and Mobility, Behavior Management/Intervention and

Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services or supplementary aids necessary for the pupil to benefit from the special education program, including but not limited to ERMHS, and low incident services and equipment, shall be provided by the District or as otherwise agreed to by OCDE and the District. Translator services at IEP team meetings and/or translation of documents shall be provided by the District or as otherwise agreed to by OCDE and the District. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. 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 District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified 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 District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the 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 OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall

provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools 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 District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

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

OCDE and 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.

16. Estimated Billing

The estimated billing for 2017-2018 will be based on actual information for 2016-2017 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year. In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before

December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2017-2018

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average



Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. 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:

OCDE: Orange County Department of Education  
Special Education Division  
200 Kalmus Drive  
Costa Mesa, CA 92626  
Attn: **Dennis Roberson**  
**Chief, Special Education Services**  
Fax: (714) 545-6312  
Phone: (714) 966-4133

District: Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92803  
Attn: Janet Queneau, Special Education Director  
Fax: (714) 999-0622  
Phone: (714) 999-3527

21. No Waiver

The failure of OCDE 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.

22. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the 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 OCDE'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 OCDE, the District agrees to hold harmless, indemnify and defend OCDE 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 District's performance of services during the term of this Agreement.

23. 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.

24. 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.

25. 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:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
OCDE - [NAME]

\_\_\_\_\_  
DISTRICT - [NAME]

BY: \_\_\_\_\_  
(Authorized Agent)

BY: \_\_\_\_\_  
(Authorized Agent)

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

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

DATE APPROVED BY COUNTY  
SUPERINTENDENT OR DISTRICT BOARD:

\_\_\_\_\_

cc: SELPA

APPROVED AS TO FORM:
DATE: <u>5-12-17</u>
RONALD D. WENKART, GENERAL COUNSEL ORANGE COUNTY DEPARTMENT OF EDUCATION
BY <u>Ronald D. Wenkart</u> ATTORNEY

**Orange County Department of Education  
Special Schools Program**

Exhibit A

<b>2017-18 Adopted Budget (AB)</b>	<b>Object</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2016-17</b>	<b>2017-18</b>
<b>2016-17 average enrollment 405</b>		<b>Unaudited</b>	<b>Adopted</b>	<b>Estimated</b>	<b>Adopted</b>
<b>2017-18 proj average enrollment 410</b>	<b>Code</b>	<b>Actuals</b>	<b>Budget</b>	<b>Actuals</b>	<b>Budget</b>
Restricted Fund Balance Low Incidence	9791	221,424.62	181,655	184,973	169,473
Reserve for Economic Uncertainty	9791	1,010,976.00	898,707	946,973	904,802
Adjustment to ending balance					
<b>Total Beginning Balance</b>	<b>9791</b>	<b>1,232,401</b>	<b>1,080,362</b>	<b>1,131,946</b>	<b>1,074,275</b>
<b>Revenue</b>					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,624,741.00	1,588,518	1,587,528	1,587,528
<b>AB602 Allocation</b>		<b>1,624,741.00</b>	<b>1,588,518</b>	<b>1,587,528</b>	<b>1,587,528</b>
Prior Year Apportionment	8319	60,147.00		(2,554)	
Other State Revenue	8590			-	
<b>Other State Revenue</b>		<b>60,147</b>	<b>-</b>	<b>(2,554)</b>	<b>-</b>
Interagency Fees Bill Back to Districts	8677	18,828,643.86	20,479,354	19,369,617	21,100,333
Interagency Fees Special Circumstance Aids	8677	4,843,421.63	4,627,043	4,807,245	4,807,245
Interagency Fees - Contracts	8677	93,658.49	85,700	100,000	100,000
Other revenue	8631				
Registration & Misc. Fee	8689	5,390.00		5,550	5,550
Other Local Revenue/EE contract	8699	32,157.22	420	9,166	9,091
Other Revenue/Tuition	8710	3,460,668.78	3,453,840	3,447,496	3,506,789
<b>Other Local Revenue</b>		<b>27,263,939.98</b>	<b>28,646,357</b>	<b>27,739,074</b>	<b>29,529,008</b>
Transfer in from Other Fund	8919				
Contribution from Unrestricted	8980				318,333
Contribution for Indirect	8981	479,603.86	515,237	504,853	535,830
Contribution frm Special Ed/absence factor	8986	441,951.00	441,951	603,951	441,951
Contribution from Restricted	8990	117,226.56	117,227	77,352	117,227
Contribution to Restricted Routine Maint.	8991	(366,231.00)	(369,775)	(369,775)	(369,775)
Contribution to Food Services	8992	(160,968.51)	(195,472)	(184,041)	(184,041)
Contribution to Special Ed	8993				
<b>Total Contributions</b>		<b>511,581.91</b>	<b>509,168</b>	<b>632,340</b>	<b>859,525</b>
<b>Total Revenue</b>		<b>30,692,810.51</b>	<b>31,824,405</b>	<b>31,088,334</b>	<b>33,050,336</b>

**Orange County Department of Education  
Special Schools Program**

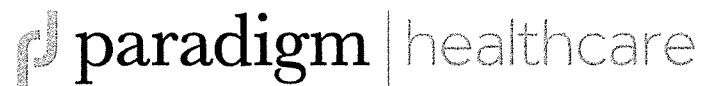
Exhibit A

<b>2017-18 Adopted Budget (AB)</b>	<b>Object</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2016-17</b>	<b>2017-18</b>
<b>2016-17 average enrollment 405</b>		<b>Unaudited</b>	<b>Adopted</b>	<b>Estimated</b>	<b>Adopted</b>
<b>2017-18 proj average enrollment 410</b>	<b>Code</b>	<b>Actuals</b>	<b>Budget</b>	<b>Actuals</b>	<b>Budget</b>
<b>Expenditures</b>					
Teachers Salaries	1100	6,065,694.25	6,122,032	5,984,656	5,722,087
Pupil Support Salaries	1200	1,326,030.33	1,318,059	1,372,808	1,126,975
Supervisor/Administrators	1300	937,088.91	987,611	917,566	1,170,367
Other Certificated	1900	1,184,688.05	1,187,210	1,266,268	1,312,485
<b>Total Certificated</b>		<b>9,513,501.54</b>	<b>9,614,912</b>	<b>9,541,298</b>	<b>9,331,914</b>
Instructional Assistants	2100	7,089,458.07	7,350,503	7,342,699	7,517,760
Classified Support Salaries	2200	633,198.33	671,139	721,542	721,248
Supervisors/Managers	2300	525,907.73	548,755	537,874	524,679
Clerical/Technical	2400	665,646.62	749,434	759,476	741,170
Short term Sub	2900	150.00	150	21,150	25,150
<b>Total Classified</b>		<b>8,914,360.75</b>	<b>9,319,981</b>	<b>9,382,741</b>	<b>9,530,007</b>
STRS/PERS	3100-3200	2,011,684.61	2,194,636	2,227,654	2,632,592
Medicare and PARS	3300	256,645.25	268,233	279,856	277,962
Health and Welfare	3400	4,358,500.15	4,738,311	4,457,906	4,634,799
Unemployment	3500	9,141.71	9,490	9,645	9,440
Worker's Comp	3600	423,034.76	398,393	326,899	318,134
PERS Reduction	3800			-	-
Life Insurance/Other	3900	32,277.17	30,967	30,395	30,862
<b>Total Benefits</b>		<b>7,091,283.65</b>	<b>7,640,030</b>	<b>7,332,355</b>	<b>7,903,789</b>
Textbooks	4100	-	1,200	200	200
Other Books	4200	2,020.00	1,796	280	580
Materials and Supplies	4300	285,623.72	328,191	77,675	1,136,879
NonCapitalized Equipment	4400	22,431.27	37,860	34,339	40,152
<b>Total Books and Supplies</b>		<b>310,074.99</b>	<b>369,047</b>	<b>112,494</b>	<b>1,177,811</b>
Travel and Conference	5200	107,178.93	109,441	113,010	121,534
Dues and Membership	5300	794.05	1,080	1,080	1,080
Utilities	5500	188,407.81	190,790	197,970	201,570
Rents/Leases/Repairs	5640	357,046.71	408,370	367,304	378,112
Repairs/Maintenance	5600	102,634.05	79,348	65,666	70,811
Transfer of Direct Costs	5700	67,492.29	44,643	44,239	44,707
Professional/Consulting Services	5800	231,528.75	209,490	341,872	360,307
Communications	5900	94,553.16	63,718	82,477	89,252
<b>Total</b>		<b>1,149,635.75</b>	<b>1,106,880</b>	<b>1,213,618</b>	<b>1,267,373</b>
Improvement on Sites	6100			-	-
Buildings	6200	81,724.55	106,203	-	-
Capitalized Equipment	6400/6500	-	6,000	-	-
<b>Total</b>		<b>81,724.55</b>	<b>112,203</b>	<b>-</b>	<b>-</b>
Support Costs	7340	2,020,679.89	2,103,117	2,072,700	2,189,546
Support Contributions	7341	479,603.86	515,237	504,853	535,830
IFT Out-Other Authorized IFT	7619				
<b>Total Support</b>		<b>2,500,283.75</b>	<b>2,618,354</b>	<b>2,577,554</b>	<b>2,725,376</b>
<b>Total Expenditures</b>		<b>29,560,864.98</b>	<b>30,781,407</b>	<b>30,160,060</b>	<b>31,936,270</b>
Restricted Fund Balance Low Incidence	9780/9740	184,973.00	119,555	169,473	155,978
Reserve for Economic Uncertainty	9780/9740	886,826	923,442	904,802	958,088
<b>Ending Fund Balance</b>		<b>1,131,946</b>	<b>1,042,998</b>	<b>928,275</b>	<b>1,114,067</b>
Total Bill Back		18,773,887	20,479,353	19,515,617	21,100,333
Average Enrollment		433.00	425	405	410
Estimated Bill Back per Pupil		<b>43,358</b>	<b>48,187</b>	<b>48,187</b>	<b>51,464</b>
Proposed Refund to District		138.91			
Actual Billing		<b>43,218.80</b>			

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	2017-18
1. Average number of pupils transported	250
2. Maximum number of billable days	202
3. Classified Salaries	\$ 105,738
4. Employee Benefits	\$ 32,608
5. Supplies	\$ 50
6. Travel/Conferences/Dues/Memberships	\$ -
7. Other Expenses	\$ 50
8. Contracts with Private Contractors (5100)	\$ 4,375,000
9. Payments to Private Carriers (5830)	\$ 25,000
10. Other Services/Operating Expenses	\$ -
11. Equipment/Replacement	\$ -
12. Therapy Transportation	\$ -
<b>Subtotal Direct Costs</b>	<b>\$ 4,375,000</b>
13. Direct Support costs	\$ 163,446
14. Indirect Support Costs @ 1%	\$ 1,634
<b>15. Total Transportation Cost Allocation</b>	<b>\$ 4,540,080</b>
16. State Transportation Entitlement	\$ 1,626,235
<b>Total</b>	<b>\$ 1,626,235</b>
17. Excess Transportation Cost	\$ 2,913,845
17a. *Per Pupil Excess Cost Line17/Line1	\$ 11,655
17b. *Per Day Excess Cost Line17a/Line2	57.70

\*Per Pupil cost is an estimate, actual cost is determined by average daily rate X # of days  
Note: If we receive additional funding for transportation, the cost will be reduced.



## SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1st day of July 2017 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“**Paradigm**”) and Anaheim Union High School District, a Local Education Agency (“**Client**”).

### RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

### TERMS

#### 1. *Retention.*

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

#### 2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2020 (“Initial Term”) subject to the termination provisions set forth in Paragraph, “Termination.” Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

#### 3. *Paradigm LEA Billing Services.*

##### a. Program Implementation Services.

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

**b. Training and Materials.**

(1) Paradigm will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the LEA billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

**c. Claims Preparation and Submission.**

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each Medi-Cal claim within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.

**d. Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

**e. Coordination with Client.**

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.



(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. **Paradigm Technologies Software.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the web-based Paradigm Technologies application. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

#### 4. *Client's LEA Billing Service Obligations.*

a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **Provider Logs.** Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

c. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

#### 5. *Paradigm CRCS Services.*

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

#### 6. *Client's CRCS Obligations.*

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

#### 7. *Paradigm MAA Billing Services.*

All services described below will be provided in accordance with and to the extent allowed by the California Department of Health Care Services ("DHCS") Medi-Cal Administrative Activities ("MAA") Plan.

##### a. **MAA Program Consulting Services.**

(1) **Ongoing Consultation.** Paradigm will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client's full participation in the MAA program.

(2) **Training.** Paradigm will provide training to Client's program coordinator(s). Training will include the following subject areas: DHCS audit requirements for Client's MAA program; information and procedures for submitting MAA fiscal information to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(3) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(4) **Program Compliance Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance, and will perform "compliance reviews" to assist the Client in maintaining audit records. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

(5) **Supplemental Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Paradigm Help Desk will be available to Client program coordinator(s) and staff utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

**b. MAA Invoice Preparation & Submission Services.**

(1) **Medi-Cal Eligibility.** Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by DHCS and County governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Invoice Processing.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all required invoice data (including the Time Survey Summary Results) provided by Client and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.

(3) **Direct Charge.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.

(4) **Agency Coordination.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, state and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.

(5) **Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports for the ongoing analysis of Client's MAA claims. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

## 8. *Client's MAA Obligations.*

a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **MAA Operational Plan.** Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.

c. **Official RMTS Participant Roster (TSP).** On the first day of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).

d. **Time Survey Summary Results.** Client will submit to Paradigm a time survey summary report that indicates the MAA time, as certified by the regional agency, for that quarter based on the RMTS methodology, and that contains all data required for the SMAA invoice by LEA and claiming unit. This report of summarized MAA time shall be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is submitted or fifteen (15) days after the report is received by Client from its regional agency, whichever is earlier.

e. **Direct Charge Documentation.** Client will provide Paradigm with all documentation to support Client's direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.

f. **MAA Invoice Submittal.** Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.

g. **Compliance.** Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.

h. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

i. **Documentation for Invoice Submittal.** Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.

j. **Data Processing.** Client will be responsible for the accuracy and appropriateness of all MAA information it provides to Paradigm for the preparation of MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

## 9. *Additional Client Obligations.*

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

## 10. *Fees and Payment Terms.*

### a. **Fees for LEA Billing Services.**

(1) **Flat Fee Per Approved Service.** Paradigm fees for Client LEA claims submitted or originating during the Term of the Agreement will consist in a flat fee for each claimed service that DHCS approves for reimbursement without regard to any DHCS administrative deductions, holdbacks, or other deferral or delay in payment ("Approved DHCS Reimbursements"). The schedule of Paradigm flat fees for DHCS approved services is set forth in Appendix A.

(2) **Sliding Scale Reduction.** Paradigm's fees per approved service will *decrease* in the event total Approved DHCS Reimbursements during any Fiscal Year exceed certain pre-established thresholds. The reduced Paradigm fee schedule will apply prospectively to services approved for payment by DHCS after (and in the same Fiscal Year) that a threshold is reached. The threshold triggering a decrease in Paradigm fees is \$500,000. The schedule of Paradigm's reduced fees starting at each threshold is set forth in Appendix A.

(3) **Effect of Increase in Reimbursement Rates.** In the event DHCS increases the reimbursement rates to Client for LEA Billing Services during the Term of this Agreement, Paradigm's flat fees will automatically increase by the same percentage as the percentage DHCS increase. However, in no event will Paradigm's flat fees increase by more than 2% in any Fiscal Year during the Term of the Agreement.

(4) **Cap on Paradigm Fees.** Notwithstanding the fee schedule set forth in Appendix A, the total fees payable to Paradigm based on Approved DHCS Reimbursements during any Fiscal Year during the Term of the Agreement will not exceed the following:

12% of Approved DHCS Reimbursements up to \$500,000;

10% of Approved DHCS Reimbursements above \$500,000.

(5) **Application of Fiscal Year Limits.** For purposes of computing Paradigm's fees, thresholds and fee caps for LEA Billing Services, all Approved DHCS Reimbursements will be deemed to fall within the Fiscal Year in which DHCS approves reimbursement, regardless when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless when or whether reimbursement is received from DHCS. Nothing in this Agreement shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on the foregoing schedule even after termination of the Agreement. Paradigm will invoice Client monthly based on Approved DHCS Reimbursements rather than payment received by Client from DHCS.

b. **Fees for CRCS Services.** The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$100 per employee or contractor used in the final calculation of "Net Total Personnel Costs" as reported on Worksheets A and B, or (ii) \$7,500. Paradigm will invoice Client for CRCS services on an annual basis.

**c. Fees for MAA Billing Services.**

(1) **MAA Program Consulting Services.** The fee for MAA Program Consulting Services will be \$1,000 per month. Paradigm will invoice Client on a monthly basis during the Term of the Agreement.

(2) **MAA Invoice Preparation & Submission Services.** The fee for MAA Invoice Preparation & Submission Services each fiscal quarter during the Term of the Agreement will be an amount equal to \$45 multiplied by the sum of: (i) the number of time survey participants claimed on Client's MAA Invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in Client's MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.

(3) Under existing law, the foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm. Certain deviations from this fee structure may prevent Client from recovering these fees as allowable administrative expenses under the MAA reimbursement process.

**d. Substitution of Alternative Methodology and/or Fee Terms.** In the event that any LEA Billing, CRCS, or MAA fee arrangements, or and part thereof are or become inconsistent with applicable state or federal law, regulation, or court order, or that any time survey methodology other than Worker Log or RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for MAA reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

**e. Late Fees.** Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

**11. *Protection of Confidential Information.***

**a. Definitions.**

(1) **"Client Confidential Information"** shall mean all information in whatever form provided by Client to Paradigm in connection with the services rendered under this Agreement that at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state law or regulation, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by Paradigm as Client's designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

(2) “**Paradigm Confidential Information**” shall mean all information in whatever form provided by Paradigm to Client in connection with the services rendered under this Agreement that, at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm’s Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

**b. Protection of Confidential Information.**

(1) Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state law or regulation.

(2) Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state law and regulations applicable thereto; (ii) have reviewed Paradigm’s written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.

(3) Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party’s obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

(4) Paradigm will timely report to Client any misuse or unauthorized disclosure of student information or other Confidential Information in accordance with all applicable federal and state laws and regulations.

**c. Ownership and Use of Client Confidential Information.** Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes.

**d. Review and Correction.** Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

e. **Retention of Client's Confidential Information.** Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy Client Confidential Information in a secure manner or return this Information to Client.

f. **Lawful Disclosure.** This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

g. **Statutory Compliance.** The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

h. **Continuing Obligations.** The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

## ***12. Accuracy of Information.***

a. **Client Efforts.** Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

### **Paradigm Efforts.**

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials. Client acknowledges that such denials are normal, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such reimbursement denial is to request that Paradigm re-bill any denied claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any reimbursement denial for healthcare or administrative services that are not reimbursable under state or federal law.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent

contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

(3) Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

### **13. *Limitation of Liability.***

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

### **14. *Licenses and Permits.***

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

### **15. *Indemnification.***

**a. Client's Indemnification Obligations.** Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "**Claims**"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

**b. Paradigm's Indemnification Obligations.** Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm



shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

c. The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "**Indemnified Party**") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "**Indemnifying Party**"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

## 16. *Termination.*

a. **For Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

b. **Without Cause.**

(1) **Mutual Agreement.** The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

(2) **CRCS Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

(3) **MAA Consulting Services Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's MAA Consulting Services by written notice sent no later than sixty (60) days prior to the beginning of any Fiscal Year for which the MAA Consulting Services would otherwise be provided under this Agreement.

c. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason:

(1) **Payment for Services Completed.** All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.

(2) **Payment for Approved LEA Billing Claim Submittals.** Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.

(3) **Payment for MAA Invoice Preparation and Submission Services.** Paradigm shall prepare and submit to DHCS the MAA invoice for any quarter which has commenced as of the date of termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of the invoice or part thereof by DHCS.

(4) **Confidential Information.** Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

**d. Survival of Terms.** All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

### **17. *Paradigm Proprietary Rights.***

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

### **18. *Miscellaneous.***

**a. Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by facsimile if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the addresses set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by facsimile, when confirmed electronically by the sending facsimile machine, or otherwise when actually received, provided that notice received on holidays, week-ends or nights will be effective at 9:00 a.m. on the next business day.

**b. Relationship.** It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

**c. Governing Law.** This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

**d. Severability.** If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

e. **Arbitration.** Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.

f. **Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

g. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

h. **Entire Agreement; Amendment.** This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.

i. **Assignment.** Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

j. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

k. **Counterparts.** This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

**PARADIGM:**

PARADIGM HEALTHCARE SERVICES, LLC

By: Constance Laflamme

Print Name: Constance Laflamme

Title: Executive Director

Date: 4/14/2017

Address:

Attn: Constance Laflamme

500 Sansome Street, Suite 500

San Francisco, California 94111

Phone: (415) 616-0920

Fax: (415) 616-0910

**CLIENT:**

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

Print Name: \_\_\_\_\_

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

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

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Appendix A - Fees for LEA Billing Services

	\$s to Client @ 50% FMAP	Paradigm's Fees	
		Rate 1	Rate 2
<b>Non-Special Education Assessments</b>			
Developmental Assessment for Occupational Therapy	\$10.40	\$1.25	\$1.04
Developmental Assessment for Physical Therapy	\$11.22	\$1.35	\$1.12
Developmental Assessment for Speech Therapy	\$10.20	\$1.22	\$1.02
Nursing Health & Nutrition Assessment	\$9.82	\$1.18	\$0.98
Health Education & Anticipatory Guidance for Credentialed School Nurse/Phy:	\$9.82	\$1.18	\$0.98
Health Education & Anticipatory Guidance for Mental Health	\$10.21	\$1.23	\$1.02
Hearing Assessment (Screening, Pure Tone, Air Only) - Under 18 Yrs	\$7.67	\$0.92	\$0.77
Hearing Assessment (Screening, Pure Tone, Air Only) - Over 18 Yrs	\$7.03	\$0.84	\$0.70
Hearing Assessment (Pure Tone Audiometry, Air Only) - Under 18 Yrs	\$11.49	\$1.38	\$1.15
Hearing Assessment (Pure Tone Audiometry, Air Only) - Over 18 Yrs	\$10.54	\$1.26	\$1.05
Psychosocial Status Assessment	\$10.21	\$1.23	\$1.02
Vision Screening	\$3.28	\$0.39	\$0.33
<b>Special Education Assessments</b>			
Initial/Triennial Audiological Assessment	\$90.75	\$10.89	\$9.07
Annual/Amended Audiological Assessment	\$68.06	\$8.17	\$6.81
Initial/Triennial Nursing Health Assessment	\$68.76	\$8.25	\$6.88
Annual/Amended Nursing Health Assessment	\$39.29	\$4.71	\$3.93
Physician's Health & Nutrition Assessment (I, T, A, AM) - 15 Min. Increments	\$9.82	\$1.18	\$0.98
Initial/Triennial Occupational Therapy Assessment	\$119.82	\$14.38	\$11.98
Annual/Amended Occupational Therapy Assessment	\$83.21	\$9.99	\$8.32
Initial/Triennial Physical Therapy Assessment	\$129.18	\$15.50	\$12.92
Annual/Amended Physical Therapy Assessment	\$89.71	\$10.76	\$8.97
Initial/Triennial Psychological Status Assessment	\$244.95	\$29.39	\$24.50
Annual/Amended Psychological Status Assessment	\$81.65	\$9.80	\$8.17
Psychosocial Status Assessment (I, T, A, AM) - 15 Min. Increments	\$8.96	\$1.07	\$0.90
Initial/Triennial Speech-Language Assessment	\$112.17	\$13.46	\$11.22
Annual/Amended Speech-Language Assessment	\$61.18	\$7.34	\$6.12
<b>Treatment Services</b>			
Initial Audiology Treatment (15-45 Min.)	\$41.60	\$4.99	\$4.16
Audiology Treatment - Additional 15 Min. Increments	\$11.34	\$1.36	\$1.13
Health Aide Treatment - 15 Min. Increments	\$4.18	\$0.50	\$0.42
Hearing Aid Check	\$26.47	\$3.18	\$2.65
School Nursing Treatment - 15 Min. Increments	\$9.82	\$1.18	\$0.98
LVN Treatments - 15 Min. Increments	\$4.96	\$0.59	\$0.50
Initial Occupational Therapy (15-45 Mins.)	\$39.53	\$4.74	\$3.95
Occupational Therapy - Additional 15 Min. Increments	\$10.40	\$1.25	\$1.04
Initial Physical Therapy (15-45 Min.)	\$35.88	\$4.31	\$3.59
Physical Therapy - Additional 15 Min. Increments	\$11.22	\$1.35	\$1.12
Initial Psychology/Counseling, Individual (15-45 Min.)	\$37.59	\$4.51	\$3.76
Psychology/Counseling, Individual - Additional 15 Min. Increments	\$10.21	\$1.23	\$1.02
Initial Psychology/Counseling, Group (15-45 Min.)	\$8.28	\$0.99	\$0.83
Psychology/Counseling, Group - Additional 15 Min. Increments	\$1.70	\$0.20	\$0.17
Initial Speech Therapy, Individual (15-45 Min.)	\$33.99	\$4.08	\$3.40
Speech Therapy, Individual - Additional 15 Min. Increments	\$10.20	\$1.22	\$1.02
Initial Speech Therapy, Group (15-45 Min.)	\$12.47	\$1.50	\$1.25
Speech Therapy, Group - Additional 15 Min. Increments	\$3.40	\$0.41	\$0.34
Targeted Case Management (TCM) - High	\$8.21	\$0.99	\$0.82
Targeted Case Management (TCM) - Med	\$7.20	\$0.86	\$0.72
Targeted Case Management (TCM) - Low	\$6.19	\$0.74	\$0.62
Transportation - One-Way Trip	\$9.27	\$1.11	\$0.93
Transportation Mileage - Per Mile	\$0.65	\$0.08	\$0.07

The reduced Paradigm fee schedule will apply prospectively to services approved for payment by DHCS after (and in the same Fiscal Year) a threshold is reached. The thresholds triggering a decrease in Paradigm fees are to the right.	<b>Rate 1</b>	<b>Rate 2</b>
	\$0 to \$500,000	Above \$500,000



1 WHEREAS, by this Agreement, DISTRICT ensures that Proposition 98, fiscal year 2017-18 State  
2 Budget Act funds, and IDEA funds are utilized so that special education pupils residing in the DISTRICT  
3 continue to be identified, assessed, and provided with Educationally Related Mental Health Services  
4 required by the IDEA;

5  
6 WHEREAS, both the COUNTY and LEAs are interested in cost containment and the accuracy and  
7 transparency of invoicing for services;

8  
9 WHEREAS, the Orange County Department of Education ("OCDE"), SELPAs, local school districts  
10 and COUNTY have a long history of working cooperatively to serve special education students and wish  
11 to continue that cooperative partnership under this Agreement.

12  
13 **OPERATIVE PRINCIPLES**

14 A. Accordingly, and in light of the foregoing recitals, the Parties agree that this Agreement is to be  
15 implemented, interpreted, and viewed in light of the following Operative Principles:

16 1. DISTRICT is responsible under the IDEA for the provision of FAPE to eligible students,  
17 pursuant to 20 U.S.C. § 1401 (26), 34 C.F.R. § 300.34., and COUNTY is obligated under State law, to  
18 provide mental health services to eligible Medi-Cal beneficiaries in Orange County.

19 2. There is no federal IDEA obligation or state law obligation on the COUNTY to provide  
20 FAPE, and there is no federal or state law obligation for DISTRICT to provide mental health services that  
21 are not educationally related, and this Agreement is not intended to create any such obligations. This  
22 Agreement is not intended to make the COUNTY a "public agency" within the meaning of IDEA and/or  
23 subject to the IDEA's dispute resolution provisions.

24 3. Absent reinstatement of and appropriation of funding by the State for AB 3632 services, there  
25 is no statutory mandate on the COUNTY to provide AB 3632 services or on the DISTRICT to refer  
26 students to the COUNTY for mental health assessments and services under AB 3632.

27 4. The payment of funds to the COUNTY, as outlined in this Agreement, for provision of  
28 Educationally-Related Mental Health Services for special education pupils does not create a statutory  
29 obligation on the COUNTY to provide FAPE, and the COUNTY is not otherwise required to provide  
30 Educationally-Related Mental Health Services, except to the extent State law provides for the provision  
31 of the same or similar mental health services to the same or similar students.

32 B. NOW, THEREFORE, based on foregoing recitals, Operative Principles, and other mutual  
33 considerations and promises herein, the Parties agree as follows:

34 1. DISTRICT'S Provision of FAPE: It is understood and agreed the DISTRICT has the right  
35 and obligation under IDEA to determine Educationally-Related Mental Health Services needed for an  
36 eligible student to receive FAPE. The COUNTY will provide to the DISTRICT's designated students the  
37 services detailed in Exhibit A and/or Exhibit B for fiscal year 2017-18 and pursuant to this Agreement

1 only. DISTRICT may use the COUNTY to provide Educationally-Related Mental Health Services or  
2 may independently, or through a third party vendor, provide for Educationally-Related Mental Health  
3 Services. DISTRICT shall bear the costs of and pay the COUNTY for the provision of Educationally-  
4 Related Mental Health Services provided, in accordance with this Agreement, to DISTRICT students; the  
5 COUNTY will not bill DISTRICT to the extent that any such services are paid for by other State or federal  
6 funding sources, specifically Medi-Cal and EPSDT.

7       2. Funding and Reimbursement: To the extent legally permissible, the COUNTY will identify  
8 and use Medi-Cal, Early and Periodic Screening, Diagnosis, and Treatment (“EPSDT”), and any other  
9 state or federal funding sources designated for the provision of specialty mental health services to children  
10 who may also qualify for services under the IDEA in providing Educationally-Related Mental Health  
11 Services under this Agreement. DISTRICT will reimburse the COUNTY for any costs incurred in  
12 providing educationally necessary mental health assessments and services to students hereunder which  
13 exceeds alternate funding, or for Medi-Cal eligible students that do not meet medical necessity for  
14 specialty mental health services.

15       3. Cooperation in Administrative Proceedings: Although the COUNTY will not be named by  
16 the DISTRICT as a party to due process proceedings under the IDEA’s procedural safeguards, the  
17 COUNTY agrees to cooperate with the DISTRICT/SELPA for all administrative or other legal  
18 proceedings involving special education students receiving services from the COUNTY pursuant to this  
19 Agreement. The COUNTY will ensure that relevant staff are available, when possible, and will provide  
20 copies of source documents related to services provided under terms of this Agreement to the extent  
21 permitted by law with appropriate written permissions from parents/guardians. COUNTY staff will bill  
22 time under the case management rate.

23       4. Referrals and Assessment Reports:

24       a. DISTRICT may refer students, as determined by the DISTRICT, with suspected  
25 educationally-related mental health needs arising from a qualifying IDEA disability to the COUNTY for  
26 mental health assessment within ten days of DISTRICT’s receipt of signed consent from the  
27 parent/guardian, and the COUNTY will process and complete the assessment within the IDEA timeline.  
28 If DISTRICT does not forward the referral information within ten days of receipt of written consent (not  
29 counting days between the pupil’s regular school sessions, terms, or days of school vacation in excess of  
30 five schooldays) from the parent/guardian, COUNTY has the option of requesting an extension of the  
31 timeline. DISTRICT will provide a “Referral Packet” that includes a statement of the student’s problems,  
32 all necessary assessment reports, background information, signed consents and releases, and any other  
33 relevant information as set forth in the IDEA and California Education Code.

34       b. The COUNTY will attend related Individual Education Program (“IEP”) meetings if  
35 requested by DISTRICT.

36       c. For services provided under Exhibit A, the COUNTY’s assessment will result in a report  
37 that will include recommendations for specific mental health services or no mental health services, and



1 the assessment report will be submitted to the DISTRICT within a minimum of three (3) working days  
2 prior to the IEP. Such recommendations will only be advisory to and not otherwise binding upon the  
3 DISTRICT. Consultation with the COUNTY regarding any recommendations or parts of the assessment  
4 could be made available by contacting the Service Chief from the service region to which the referral was  
5 made. See Exhibit C for contact information.

6 d. For services provided under Exhibit B, the COUNTY's assessment will result in a report  
7 that recommends either placement in a residential treatment facility or other mental health services as  
8 appropriate, and the assessment report will be submitted to the DISTRICT within a minimum of three  
9 working days prior to the IEP. COUNTY's recommendations will only be advisory to, and not otherwise  
10 binding upon, the DISTRICT.

11 5. HCA's Provision of Services:

12 a. Educationally-Related Mental Health Services for eligible students, as referenced in this  
13 AGREEMENT, are defined in Exhibits A and B of this Agreement.

14 b. As part of this Agreement, each district may select a package of services from both  
15 Exhibit A and Exhibit B, or, from either Exhibit A or Exhibit B. The services described in Exhibit A  
16 and/or Exhibit B will be provided as needed for eligible children with qualifying disabilities, as defined  
17 under the IDEA, in paragraph (3) of Section 1401 of Title 20 of the United States Code. Services provided  
18 by the COUNTY under this Agreement will be dependent upon the Exhibit(s) selected by the DISTRICT.  
19 DISTRICT must make its selection by marking the box or boxes below, indicating which mental health  
20 services the DISTRICT wishes the COUNTY to provide as part of this Agreement:

21 1)  EXHIBIT A: Outpatient Services (for students not placed residentially)

22 2)  EXHIBIT B: Residential Placement Services

23 c. The COUNTY will provide Educationally-Related Mental Health Services listed in  
24 Exhibit A and/or Exhibit B as long as the student remains enrolled in a school district that has entered into  
25 this Agreement for such services. In cases where a student is identified as being no longer enrolled in the  
26 school district that has entered into this Agreement, such services will be transferred to the new school  
27 district of responsibility. Examples of these types of cases may include, but are not limited to, the  
28 following: a student who matriculates to another school district that has not entered into this Agreement,  
29 a student who changes residence, a student that discharges from residential placement (and requires a  
30 service that is not included as part of this Agreement), or a student who remains in residential placement  
31 but matriculates into another school district that has not entered into this Agreement.

32 1) A minimum of one therapeutic termination session may be needed for each student  
33 that moves to a school district that has not entered into this Agreement, as well as case management  
34 services to link the parent to the new district representative handling the IEP related mental health services.

35 2) DISTRICT will inform the COUNTY in a timely manner, and by means of written  
36 or electronic notification, that a student has graduated, matriculated out of the DISTRICT, or moved to  
37 another district. DISTRICT will also inform the COUNTY in a timely manner when Educationally-

1 Related Mental Health Services are removed or dropped from the student's IEP. Failure of DISTRICT to  
2 provide evidence to the COUNTY of either written or electronic notification of the student's graduation,  
3 matriculation, termination of services from the IEP and/or move shall make DISTRICT of origin  
4 responsible for costs of all services provided up to the day of notification. Notification shall be sent to  
5 CYBH Administration and the appropriate Service Chief.

6 d. The COUNTY agrees to provide cumulative monthly "IEP related Detail Service  
7 Reports" to DISTRICT via the SELPA to review and validate that HCA's Integrated Records Information  
8 System ("IRIS") has eligible students documented in the correct district of residence, per the most current  
9 IEP found in the county mental health record. These reports will be delivered to SELPAs via secured e-  
10 mail approximately twenty-one (21) days from the last day of the month. SELPAs/DISTRICTS will have  
11 approximately fourteen (14) days to submit corrections to HCA's designated staff member.

12 e. Funding and/or reimbursement received by the COUNTY, from sources other than  
13 DISTRICT, for Educationally-Related Mental Health Services will offset any amount DISTRICT is  
14 required to fund under this Agreement. The accounting of expenditures to DISTRICT will reflect the cost  
15 of services and the units of service billed to Medi-Cal and EPSDT.

16 f. The COUNTY shall bill DISTRICT for services based on invoices that itemize the  
17 service function code, units of services and rate per unit. The rate per unit is as follows:

18 1) Case Management (Outpatient): \$5.02/minute

19 2) Collateral Services, Assessment, Individual Therapy, and Group Therapy  
20 (Outpatient): \$5.69/minute

21 3) For Placement Services provided to clients in Out-of-State Group Homes,  
22 DISTRICT shall reimburse the COUNTY for time spent involved with activities noted in Exhibit B at the  
23 case management rate of \$5.69 a minute and will include a pro-rated share of travel costs that will include  
24 car rental and fuel, airfare, lodging, and meals.

25 g. Medication management is not a service included in this Agreement.

26 h. If there are any billing errors, the costs will be revised through a reconciliation process.

27 i. For each service provided, as described in Exhibits A and B, documentation time and  
28 travel time (when necessary to gain access to student) will be included in the claim for that service, but  
29 broken out in the monthly report. The County shall bill the District for documentation and travel time at  
30 the case management rate.

31 //

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1           6. Residential Placement: The COUNTY will make recommendations directly to DISTRICT  
2 for students appearing to need residential placement prior to the IEP meeting. The COUNTY's  
3 recommendation will be advisory. The COUNTY's report will be given to DISTRICT a minimum of  
4 three (3) working days prior to the IEP. The DISTRICT will review the report with parents at the IEP  
5 meeting. The COUNTY report will be considered an educational record as federal and state laws allow.  
6 DISTRICT will be responsible for making all payments to residential treatment facilities for the board  
7 and care, education, and educationally related mental health treatment costs of students placed from their  
8 DISTRICT.

9           7. Reimbursement of Educationally-Related Mental Health Services: DISTRICT will provide  
10 reimbursement to the COUNTY for the provision of Educationally-Related Mental Health Services, as  
11 outlined in Exhibits A and/or B, at the rates listed in Subparagraph 5.g, above.

12           a. DISTRICT will reimburse the COUNTY for Costs within forty-five (45) days of receipt  
13 of submitted claims (as set forth more specifically in paragraph 8 below) subject to review by the School  
14 District.

15           b. The COUNTY agrees that their billing system will clearly set forth the name of the  
16 student, date of birth, the school district of residence, the dates and times of services provided and a  
17 description of the services that is satisfactory to DISTRICT.

18           c. The COUNTY agrees to quickly resolve all billing disputes. Proof of the correction of  
19 billing disputes shall be provided to DISTRICT within thirty (30) days. Proof of the correction will be  
20 set forth in a written document listing the corrections and provided to DISTRICT within 30 days.

21           d. The COUNTY agrees to provide copies of audits performed by State or other regulatory  
22 entities under which it operates related to claims for reimbursement of Educationally Related Mental  
23 Health Services, upon a request made by the Orange County Department of Education. To the extent  
24 permitted by law, audit results will be kept confidential among the parties to this Agreement.

25           8. Submission of Claims:

26           a. The COUNTY will submit a claim for services under this Agreement quarterly, within  
27 thirty days of the end of each quarter, using the state fiscal year of July through June. The claim shall  
28 include a detailed report of cost of services provided to each district's student(s). This report will include  
29 information from those Encounter Documents (ED) entered into the COUNTY'S Integrated Records and  
30 Information System (IRIS) at the time the report is generated. DISTRICT shall reimburse the COUNTY,  
31 at the agreed to rate, for all costs incurred in providing Educationally-Related Mental Health Services  
32 which are not reimbursed by other funding sources. Payment must be received within forty-five days of  
33 the claim.

34           b. The COUNTY will provide a final reconciliation to DISTRICT by December 1, 17 or  
35 sooner if possible.

36 //

37 //

1 c. The COUNTY quarterly claims will be mailed to DISTRICT at the following address:  
2

3 Anaheim Union High School District Greater Anaheim SELPA  
4 501 N. Crescent Way 7300 La Palma, Bldg. 6  
5 Anaheim, CA 92801 Buena Park, CA 90620  
6

7 d. Checks should be mailed to COUNTY at the following address:

8 CEO Treasurer Unit  
9 Attn: HCA School District Reimbursement  
10 P.O. Box 4005  
11 Santa Ana, CA 92702-4005  
12

13 9. Mailing of Reports: Monthly and semi-annual service reports will be mailed to DISTRICT  
14 and SELPA at the following address:

15  
16 Anaheim Union High School District Greater Anaheim SELPA  
17 501 N. Crescent Way 7300 La Palma, Bldg. 6  
18 Anaheim, CA 92801 Buena Park, CA 90620  
19

20 10. Privacy: The COUNTY and SELPA acknowledge the protections afforded to student health  
21 information under regulations adopted pursuant to the Health Insurance Portability and Accountability  
22 Act of 1996 (HIPAA), Pub. L. No. 14-109, students records under the Family Educational Rights and  
23 Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy of  
24 student information. The COUNTY and DISTRICT shall ensure that all activities and communications  
25 undertaken under this Agreement will conform to the requirements of these laws.

26 11. Modification: This Agreement shall not be modified or amended without the mutual written  
27 consent of the Parties.

28 12. Integration: This Agreement represents the entire understanding of SELPA/DISTRICT and  
29 the COUNTY as to those matters contained herein, and supersedes and cancels any prior oral or written  
30 understanding, promises or representations with respect to those matters covered hereunder. This  
31 Agreement may not be modified or altered except in writing and signed by both Parties hereto. This is an  
32 integrated Agreement.

33 13. Indemnity:

34 a. DISTRICT agrees to indemnify, defend with counsel approved in writing by COUNTY,  
35 which approval shall not be unreasonably withheld, its elected and appointed officials, officers,  
36 employees, agents, and those special districts and agencies for which COUNTY's Board of Supervisors  
37 acts as the governing Board (COUNTY INDEMNITEES), if applicable, harmless from any claims,

1 demands or liability of any kind or nature, including, but not limited to, personal injury or property  
2 damage, arising from or related to the performance of this Agreement by DISTRICT but only in proportion  
3 to and to the extent such claims, demands, or liability are caused by or result from the negligent or  
4 intentional acts or omissions of DISTRICT, its officers, employees, or agents.

5 b. COUNTY agrees to indemnify, defend and hold DISTRICT, its appointed officials,  
6 officers, employees, and agents harmless from any claims, demands or liability of any kind or nature,  
7 including, but not limited to personal injury or property damage, arising from or related to the performance  
8 of this Agreement by COUNTY, but only in proportion to and to the extent such claims, demands, or  
9 liability, including defense costs, are caused by or result from the negligent or intentional acts or omissions  
10 of COUNTY, its offices, employees, or agents.

11 c. If judgment is entered against DISTRICT and COUNTY by a court of competent  
12 jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,  
13 DISTRICT and COUNTY agree that liability will be apportioned as determined by the court. Neither  
14 party shall request a jury apportionment.

15 14. Laws and Venue: This Agreement shall be interpreted in accordance with the laws of the  
16 State of California. If any action is brought to interpret or enforce any term of this Agreement, the action  
17 shall be brought in a state or federal court situated in the County of Orange, State of California, unless  
18 otherwise specifically provided for under California law.

19 15. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or  
20 benefits to anyone other than DISTRICT and the COUNTY.

21 16. Severability: The unenforceability, invalidity or illegality of any provision(s) of this  
22 Agreement shall not render the other provisions unenforceable, invalid, or illegal.

23 17. Term: This Agreement shall cover the period of July 1, 2017 through June 30, 2018.

24 18. Termination: Either party may terminate this Agreement, without cause, upon thirty (30)  
25 days written notice given to the other party.

26 19. Dispute Resolution: The COUNTY and DISTRICT agree that resolution of disputes on the  
27 implementation of this Agreement will be initially conducted through collaborative efforts between the  
28 Parties. In the event a collaborative resolution cannot be achieved, the Parties agree that Title 5 of the  
29 California Code of Regulations at §4600, et seq. relating to "Uniform Complaint Procedures" will be  
30 applied.

31 20. Default; Force Majeure:

32 a. Neither party shall be deemed to be in default of the terms of this Agreement if either  
33 party is prevented from performing its terms by causes beyond its control, including without being limited  
34 to: acts of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting  
35 from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated  
36 contingencies occur, the party delayed by force majeure shall immediately give the other parties written  
37 notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct

1 the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party  
2 delayed shall immediately give the other parties written notice thereof and shall resume performance of  
3 the terms of this Agreement.

4 b. Neither party shall be liable for any excess costs if the failure to perform the Agreement  
5 arises from any of the contingencies listed above.

6  
7 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly  
8 authorized officers in the County of Orange, California.

9  
10 ANAHEIM UNION HIGH SCHOOL DISTRICT

11  
12 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

13  
14 TITLE: \_\_\_\_\_

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17 COUNTY OF ORANGE

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20 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

21 HEALTH CARE AGENCY

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25 APPROVED AS TO FORM  
26 OFFICE OF THE COUNTY COUNSEL  
27 ORANGE COUNTY, CALIFORNIA

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30 BY:  DATED: 6/9/17

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1 EXHIBIT A  
2 TO AGREEMENT FOR PROVISION OF  
3 EDUCATIONALLY RELATED MENTAL HEALTH SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 ANAHEIM UNION HIGH SCHOOL DISTRICT  
8 JULY 1, 2017 THROUGH JUNE 30, 2018  
9

10 **DESCRIPTION OF OUTPATIENT SERVICES TO BE PERFORMED BY THE COUNTY**  
11

12 Outpatient Services are defined as follows:

13 A. Assessment:

14 1. Initial Assessment/Re-Assessment Services: This includes, but is not limited to, clinical  
15 analysis of the pertinent history related to the current status of the student's mental, emotional, or behavior  
16 condition; interviews with significant persons in the student's life; interview(s) with student (when  
17 possible); and consultation with school district personnel.

18 2. Annual Assessments: This consists of re-assessments required to re-assess a student to  
19 determine eligibility for mental health services under the IDEA and/or to determine the appropriate  
20 composition of such services (for students that have Medi-Cal as a health plan only).

21 3. Assessment Updates: This includes six (6)-month updates for documentation purposes and  
22 chart review (for students that have Medi-Cal as a health plan only).

23 B. Mental Health Services – Mental Health Services<sup>2</sup> shall include:

24 1. Individual Therapy: Individual Therapy includes those therapeutic interventions consistent  
25 with the student's IEP mental health goals that focus primarily on symptom reduction as a means to  
26 improve functional impairments. Individual Therapy is usually delivered to an individual, face-to-face  
27 without any other person or family member present.

28 2. Collateral Services: Collateral Services consists of contact with one or more significant  
29 support persons in the life of the student which are determined by student's IEP team to be necessary to  
30 address the student's IEP mental health goals and which may include consultation and training to assist  
31 in better utilization of services and understanding mental illness. Collateral services include, but are not  
32 limited to, helping significant support persons to understand and accept the student's condition and  
33 involving them in service planning and implementation of service plan(s). Family counseling or therapy  
34 which is provided on behalf of the student is considered collateral.

35 //

36 \_\_\_\_\_  
37 <sup>2</sup> Mental Health Services include driving time if service is provided offsite from clinic.

1 3. Family Therapy: Family Therapy consists of contact with the student and one or more family  
2 members and/or significant support persons that address a student's IEP mental health goals. Services  
3 shall focus on the care and management of the student's mental health conditions within the family system.

4 C. Case Management – Case Management Services are activities that are provided by staff to access  
5 medical, educational, social, prevocational, vocational, rehabilitative, or other needed educationally-  
6 related services for eligible students. Services may include the following:

7 1. Linkage and Coordination: Includes the identification and pursuit of resources needed for  
8 provision of a free and appropriate public education to a student, including, but not limited to the  
9 following:

- 10 a. Inter-and intra-agency communication, coordination, and referral, including reports to  
11 Child Protective Services;
- 12 b. Monitoring service delivery to ensure an individual's access to services;
- 13 c. Attending IEPs and legal proceedings as requested by DISTRICT or as required by  
14 subpoena.
- 15 d. Travel and documentation time.

16 2. Plan Development: Plan Development consists of the following that address a student's  
17 mental health goals:

18 a. When staffs develop Client Plans, approve Client Plans, and/or monitor a client's  
19 progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or  
20 program goals, with a client or family member and/or significant support persons to obtain signatures on  
21 the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered  
22 clinician.

23 b. When staff meet to discuss the student's clinical response to the Client Plan or to consider  
24 alternative interventions.

25 c. When staffs communicate with other professionals to elicit and evaluate their  
26 impressions (e.g. probation officer, teachers, social workers) of the student's clinical progress toward  
27 achieving their Client Plan goals, their response to interventions, or improving or maintaining client's  
28 functioning.

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1 EXHIBIT B  
2 TO AGREEMENT FOR PROVISION OF  
3 EDUCATIONALLY RELATED MENTAL HEALTH SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 ANAHEIM UNION HIGH SCHOOL DISTRICT  
8 JULY 1, 17 THROUGH JUNE 30, 2018  
9

10 **DESCRIPTION OF RESIDENTIAL PLACEMENT SERVICES TO BE PERFORMED BY THE COUNTY**  
11

12 Residential Placement Services are defined as supportive assistance to the individual in the  
13 assessment, determination of need, and securing adequate and appropriate living arrangements that are  
14 needed for the student to receive a free and appropriate public education.

15 A. Assessment for Residential Placement:

16 1. Initial Assessment/Re-Assessment Services: This includes clinical analysis of the pertinent  
17 history related to the current status of the student's mental, emotional or behavior condition.

18 2. Annual Assessments: This consists of re-assessments required to re-assess a student to  
19 determine eligibility for mental health services under the IDEA and/or to determine the appropriate  
20 composition of such services (for students that have Medi-Cal as a health plan only).

21 3. Assessment Updates: This includes six (6)-month updates for documentation purposes and  
22 chart review (for students that have Medi-Cal as a health plan only).

23 B. Residential Case Management:

24 1. Placement Search: Locating and securing an appropriate residential treatment center;

25 2. Placement Admission: Accessing services necessary to secure placement including, but not  
26 limited to, assisting school districts to obtain the Interstate Compact for the Placement of Children (ICPC)  
27 approval when necessary, including preparation of documentation and coordination with Orange County  
28 Social Services Agency, Orange County Probation Department, and school district staff to obtain  
29 information and documentation required by the ICPC. By assisting in this manner, the COUNTY, or its  
30 individual staff members, in no way intend to become the "sending agency" as defined by the law that  
31 governs the ICPC.

32 3. Residential Case Management Visits: Traveling to sight to provide face-to-face visits with  
33 the student three (3) times per year. In addition, visits will include contact with staff, a review of records,  
34 and documentation of visit.

35 4. Placement Discharge: Assisting the client and family to terminate services from the  
36 residential treatment facility and transition to a continuity of care as directed by the IEP.

37 //

1           5. IEP Attendance: Where necessary, as determined by the DISTRICT, the COUNTY case  
2 manager will attend IEPs for designated individuals being served.

3           6. Progress Summary Report: A brief report will be provide to each school district which  
4 includes name of placement, student identifying information, educational progress, mental health  
5 treatment progress, medications, Special Incident Reports, condition of the facility, and  
6 transition/discharge plan information.

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EXHIBIT C  
 TO AGREEMENT FOR PROVISION OF  
 EDUCATIONALLY RELATED MENTAL HEALTH SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 ANAHEIM UNION HIGH SCHOOL DISTRICT  
 JULY 1, 17 THROUGH JUNE 30, 2018

**LIST OF HCA/CYBH SERVICE CHIEFS**

<b>North Region:</b>	<b>Veronica De Fernandez, MFT II</b> 377 E. Chapman Ave., Ste. 110, Placentia, CA 92870 Phone Number: 714-577-5400 Email: <a href="mailto:vdefernandez@ochca.com">vdefernandez@ochca.com</a>
<b>West Region:</b>	<b>Phyllis Crane, Ph.D.</b> 14140 Beach Blvd., Ste. 155, Westminster, CA 92683 Phone Number: 714-896-7556 Email: <a href="mailto:pcrane@ochca.com">pcrane@ochca.com</a>
<b>East Region:</b>	<b>Janice Coniglio, LCSW</b> 1200 N. Main St., Ste. 500, Santa Ana, CA 92701 Phone Number: 714-480-6600 Email: <a href="mailto:jconiglio@ochca.com">jconiglio@ochca.com</a>
<b>South Region:</b> <b>(Costa Mesa)</b>  <b>(Laguna Beach)</b>	<b>Victor Cota, DSW</b> 3115 Red Hill Ave., Costa Mesa, CA 92626 Phone Number: 714-850-8408 Email: <a href="mailto:vcota@ochca.com">vcota@ochca.com</a>  <b>Linda Rappaport, LCSW</b> 21632 Wesley Dr., Laguna Beach, CA 92651 Phone Number: 949-499-5346 Email: <a href="mailto:lrappaport@ochca.com">lrappaport@ochca.com</a>
<b>HCA/CYBH Educationally Related          Mental Health Services Coordinator:</b>	<b>Nathan Lopez, Ph.D.</b> 405 W. 5 <sup>th</sup> Street, Ste. 590, Santa Ana, CA 92701 Phone Number: 714-834-5678 Email: <a href="mailto:nlopez@ochca.com">nlopez@ochca.com</a>



# Pacific Audiologics

Member - National Hearing Conservation Association  
1846 Woodlawn St. • Upland, California 91786 • (909) 982-0579 • Fax (909) 608-9230

Michael E. Robinson, Au. D.  
Audiologist

Gary L. Jones, M.A.  
Audiologist

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_\_, 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 2017-2018 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 _____
2. Above services with 3 nurses based on student populations)	\$1700.00 per day _____
3. Above services with 4 nurses	\$1,965.00 per day _____
4. Threshold testing (if failed hearing and Time permits)	NO CHARGE _____
5. Pre-printing test response forms (includes data download & conversion)	\$150.00 _____
6. Make-up, re-test (one nurse with Portable equipment.)	\$265.00 per day _____

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 Audiologics  
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 1<sup>st</sup>, 2017, through June 30<sup>th</sup>, 2018.

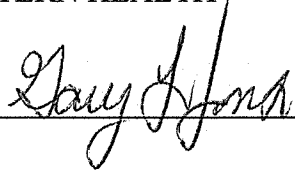
5. Special Provisions

- 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

**NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
COLLEGE AND CAREER ACCESS PATHWAYS  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

**2017-18**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Cypress College (“COLLEGE”) a college of the North Orange County Community College District, (NOCCCD), 1830 W. Romneya Drive, Anaheim, CA 92801, Anaheim Union High School District (“SCHOOL DISTRICT”).

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the North Orange County Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9-12 located in North Orange County and within the regional service area of NOCCCD, unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, NOCCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office, NOCCCD and COLLEGE;

NOW THEREFORE, NOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

**1. TERM OF AGREEMENT**

- 1.1 The term of this CCAP Agreement shall be for one year beginning on July 14, 2017 and ending on June 30, 2018, and requires annual renewal each year by July 1, unless otherwise terminated in accordance with Section 19 of this Agreement.



- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)
- 1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)

## **2. DEFINITIONS**

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of NOCCCD and applicable law. Sec. 2 (a)
- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.3 Pursuant to AB 2364, effective January 1, 2017, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the AB 2364 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high schools in California.

## **3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY**

- 3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or

preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and NOCCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and NOCCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less

than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

#### **4. COLLEGE APPLICATION PROCEDURE**

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.
- 4.4 COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 4.5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f)(q)

#### **5. PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The NOCCCD governing board shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Participating students must meet all NOCCCD prerequisite requirements as established by NOCCCD and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.

- 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.7 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 5.8 A course dropped within the NOCCCD drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

**6. CCAP AGREEMENT COURSES**

- 6.1 COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to this CCAP Agreement. Sec. 2 (o)(1)
- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course. Sec. 2 (o)(1)
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by COLLEGE with the approval of the NOCCCD Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with NOCCCD academic standards.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.

- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department and approved by the COLLEGE curriculum committee, the NOCCCD Board of Trustees and the state Chancellor's Office.
- 6.8 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by NOCCCD Administrative Procedure 4610.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to NOCCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between NOCCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the NOCCCD regulations, policies, procedures, prerequisites, and standards, shall prevail. Specifically, class cancelation procedure will follow the provisions in the NOCCCD collective bargaining agreements with faculty.
- 6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or NOCCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with NOCCCD academic standards.
- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with NOCCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with NOCCCD guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.14 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

## 7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the NOCCCD.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.6 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of NOCCCD.

- 7.9 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of NOCCCD specifically with regard to their duties as instructors under this CCAP Agreement.
- 7.10 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by NOCCCD.

## **8. ASSESSMENT OF LEARNING AND CONDUCT**

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

## **9. LIAISON AND COORDINATION OF RESPONSIBILITIES**

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with NOCCCD policies and standards. Sec. 2 (c)(2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 9.3 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with NOCCCD policy and COLLEGE procedures and academic standards.

- 9.4 The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.
- 9.5 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses offered under this CCAP Agreement.
- 9.6 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
  - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
  - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(1)(C)
  - The total number of full-time equivalent students generated by CCAP partnership participants. Sec. 2 (t)(1)(D)

## 10. APPORTIONMENT

- 10.1 NOCCCD shall include all eligible students enrolled in this CCAP Agreement courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments.
- 10.2 For purposes of allowances and apportionment from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 10.3 NOCCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)



10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

## 11. CERTIFICATIONS

11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.

11.2 NOCCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.

11.3 The SCHOOL DISTRICT agrees and acknowledges that NOCCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.

11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)

11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)

11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)

11.7 The COLLEGE certifies that:

- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
- A community college course that is oversubscribed or has a waiting list shall not be offered or included in this CCAP Agreement. Sec. 2 (k)(2)
- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this

Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)

- 11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

**12. PROGRAM IMPROVEMENT**

- 12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

**13. RECORDS**

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

**14. REIMBURSEMENT**

- 14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

**15. FACILITIES**

- 15.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to NOCCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 15.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that

no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

- 15.3 The COLLEGE facilities may be used subject to mutual agreement by the parties as expressed in the Appendix to this Agreement.

## **16. INDEMNIFICATION**

16.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and NOCCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

16.2 The NOCCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of NOCCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the NOCCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

## **17. INSURANCE**

17.1 The SCHOOL DISTRICT, in order to protect the NOCCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/THREE MILLION DOLLARS (\$3,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and NOCCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement.

A certificate of insurance including a separate endorsement shall be furnished to the COLLEGE and to NOCCCD.

- 17.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and NOCCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

## **18. NON-DISCRIMINATION**

- 18.1 Neither the SCHOOL DISTRICT nor the COLLEGE and NOCCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

## **19. TERMINATION**

- 19.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 20 below.

## **20. NOTICES**

- 20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE  
Cypress College  
9200 Valley View Street  
Cypress, CA 90630  
Attn: Dr. Santanu Bandyopadhyay

NOCCCD  
North Orange County Community College District

1830 W. Romneya Dr., Anaheim, CA 92801  
Attn: Cherry Li-Bugg, PhD. Vice Chancellor, Educational Services and  
Technology

SCHOOL DISTRICT  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801  
Attn: Dr. Jaron Fried, Assistant Superintendent, Educational Services

**21. INTEGRATION**

21.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

**22. MODIFICATION AND AMENDMENT**

22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

**23. GOVERNING LAWS**

23.1 This agreement shall be interpreted according to the laws of the State of California.

**24. COMMUNITY COLLEGE DISTRICT BOUNDARIES**

24.1 For locations outside the geographical boundaries of NOCCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

**25. SEVERABILITY**

25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

**26. COUNTERPARTS**

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on July 14, 2017

By: Dr. Jaron Fried By: Dr. Santanu Bandyopadhyay  
SCHOOL DISTRICT COLLEGE

By: Dr. Cherry Li-Bugg  
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## APPENDIX

### COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Cypress College (“COLLEGE”) a college of the North Orange County Community College District (NOCCCD), 1830 W. Romneya Dr., Anaheim, CA 92801 and Anaheim Union High School District (SCHOOL DISTRICT.”) and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, NOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

#### 1. CCAP AGREEMENT

- a. COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2)
- c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before 06/30/2018 and follow the protocols set forth in (a) and (b) of this section.
- d. NOCCCD, COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c)(2)

<b>LOCATION</b>	<b>NAME</b>	<b>TELEPHONE</b>	<b>EMAIL</b>
NOCCCD:	W. Cherry Li-Bugg, PhD	714-808-4787	clibugg@nocccd.edu
College:	Santanu Bandyopadhaya, PhD	714-484-7330	sbandyopadhyay@cypresscollege.edu
School District:	Dr. Jaron Fried	714-999-3557	fried_ja@auhsd.us

**2. STUDENT SELECTION**

- a. Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of this CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in this CCAP Agreement community college courses.
- b. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” *Sec. 2 (a)* and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” *Sec. 1 (d)*
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. *Preamble and Sec. 2 (c)(1)*
- d. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15-unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. *Sec. 2 (p) (1-3)*

**3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)**

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.



4. **CCAP AGREEMENT PROGRAM YEAR 2017-18** - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor; and employer of record.

PROGRAM YEAR: 2017-18 COLLEGE: Cypress College

EDUCATIONAL PROGRAM: Art, CIS, Counseling, Court Reporting, Ethnic Studies, Library, Management, Music, and Theatre

SCHOOL DISTRICT: Anaheim Union High School District

HIGH SCHOOL: Cypress HS, Kennedy HS, Magnolia HS, Oxford HS, Western HS

TOTAL NUMBER OF STUDENTS TO BE SERVED: 2060	TOTAL PROJECTED FTES: 137.3
Duplicated Headcount	

COURSE NAME	COURSE NUMBER	Number of Sections	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
1. Fundamentals of Art	ART-100C	1	Spring 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
2. Network Security	CIS-195C	2	Fall 2017 & Spring 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS Magnolia
3. Anti-Hacking Network Security	CIS-196C	2	Fall 2017 & Spring 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS Magnolia
4. CISCO Networking 1	CIS-230C	2	Fall 2017 & Summer 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS Magnolia
5. CISCO Networking 2	CIS-231C	1	Spring 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS Magnolia
6. CISCO Networking 3	CIS-231C	2	Fall 2017 & Summer 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
7. CISCO Networking 4	CIS-232C	2	Fall 2017 & Summer 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
8. Stress & Anxiety Management	COUN-105C	3	Fall 2017 & Spring 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS Oxford, Cypress, Kennedy
9. Leadership	COUN-135C	8	Fall 2017 & Spring 2018 & Summer 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS Oxford, Cypress, Kennedy, Western

10. Educational Planning	COUN-140C	8	Summer 2017 & Fall 2017 & Spring 2018 & Summer 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford, Cypress, Kennedy, Western
11. Career Explorations	COUN-141C	8	Summer 2017 & Fall 2017 & Spring 2018 & Summer 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS Oxford, Cypress, Kennedy, Western
12. Spelling for Modern Business	CTRP-073AC	2	Fall 2017 & Spring 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS Cypress, Western
13. Punctuation – Court Reporting	CTRP-073BC	2	Fall 2017 & Spring 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS Cypress, Western
14. Introduction to Chicano Studies	ETHS-150C	2	Fall 2017 & Spring 2018	TBD	TBD	TBD	TBD	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Western
15. Asian Pacific American History	ETHS-171C	2	Fall 2017 & Spring 2018	TBD	TBD	TBD	TBD	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Kennedy
16. Introduction to Research	LIB-100C	2	Fall 2017 & Spring 2018	TBD	TBD	TBD	TBD	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Kennedy – Entirely ONLINE
17. Introduction to Business	MGT-161C	2	Fall 2017 & Spring 2018	TBD	TBD	TBD	TBD	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Kennedy, Oxford
18. History of Rock Music	MUS-119C	4	Fall 2017 & Spring 2018	TBD	TBD	TBD	TBD	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Kennedy, Oxford
19. Acting 1	THEA-120C	1	Fall 2017	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
20. Musical Theatre Performance	THEA-132C	1	Spring 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS
21. Stage Crew 1	THEA-149C	1	Spring 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS

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

The courses have been offered previously to college bound AUHSD students. The courses are offered to help students participating in the coursework to start successfully in college. Ethnic studies, Business, Theatre, Court Reporting and Computer Information Systems (Cyber Security) are courses that help engage students in General Education or CTE Pathways and pursue higher education.

**5. BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. History of Rock Music	Rock and Roll: It's History and Stylistic Development ISBN: 9780205246977	\$134.00	N/A	
2. Introduction to Chicano Studies	The Chicano Studies Reader ISBN: 9780895511232	\$21.95	N/A	
3. Spelling for Modern Business	Programmed Spelling Demons ISBN: 9780132556217	\$131.25	N/A	
4. Spelling for Modern Business	Gregg Reference Manual ISBN: 9780072936537	\$66.50	N/A	
5. Punctuation – Court Reporting	Punctuation (Cypress Col)	\$11.00	N/A	
6. Punctuation – Court Reporting	Applied Punctuation ISBN: 9780882941219	\$12.96	N/A	
7. Punctuation – Court Reporting	Punctuation, Capitalization, & Spelling ISBN: 9780070194878	\$22.00	N/A	
8. Introduction to Business	BUSN 10 (w/Access Card) ISBN: 9781337116695	\$37.49	N/A	
9. Asian Pacific American History	TBD	TBD	N/A	

**6. MANDATED ANNUAL STATE REPORTING**

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before 07/01/2018 and shall be reported annually in compliance with all applicable state and federal privacy laws. The NOCCCD shall annually report the student data to the office of the Chancellor of the California Community Colleges. *Sec. 2 (t) (1)(A)*
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in under this CCAP Agreement. *Sec. 2 (t) (1)(B)*
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. *Sec. 2 (t)(1)(C)*
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. *Sec. 2 (t)(1)(D)*
- f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

**7. CCAP AGREEMENT DATA MATCH AND REPORTING**

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

**8. PRIVACY OF STUDENT RECORDS**

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student

education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

- b. **Limitation on Use.** COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. **Recordkeeping Requirements.** COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. **Acknowledgement of Receipt of Notice of FERPA Regulations.** By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R.§ 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent.

**9. FACILITIES USE**

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.
- b. COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

<b>BUILDING</b>	<b>CLASSROOM</b>	<b>DAYS</b>	<b>HOURS</b>
N/A			

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

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Fullerton College (“COLLEGE”) a college of the North Orange County Community College District, (NOCCCD), 1830 W. Romneya Drive, Anaheim, CA 92801, and Anaheim Union High School District (“SCHOOL DISTRICT”).

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the North Orange County Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9-12 located in North Orange County and within the regional service area of NOCCCD, unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, NOCCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office, NOCCCD and COLLEGE;

NOW THEREFORE, NOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

**1. TERM OF AGREEMENT**

- 1.1 The term of this CCAP Agreement shall be for one year beginning on July 14, 2017 and ending on June 30, 2018, and requires annual renewal each year by July 1, unless otherwise terminated in accordance with Section 19 of this Agreement.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total

number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)

- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)
- 1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)

## **2. DEFINITIONS**

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of NOCCCD and applicable law. Sec. 2 (a)
- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.3 Pursuant to AB 2364, effective January 1, 2017, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the AB 2364 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high schools in California.

## **3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY**

- 3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and

“underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and NOCCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and NOCCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.



#### **4. COLLEGE APPLICATION PROCEDURE**

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.
- 4.4 COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 4.5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f)(q)

#### **5. PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The NOCCCD governing board shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Participating students must meet all NOCCCD prerequisite requirements as established by NOCCCD and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.
- 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.

- 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.7 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 5.8 A course dropped within the NOCCCD drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

## **6. CCAP AGREEMENT COURSES**

- 6.1 COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to this CCAP Agreement. Sec. 2 (o)(1)
- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course. Sec. 2 (o)(1)
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by COLLEGE with the approval of the NOCCCD Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with NOCCCD academic standards.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department and approved by the

COLLEGE curriculum committee, the NOCCCD Board of Trustees and the state Chancellor's Office.

- 6.8 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by NOCCCD Administrative Procedure 4610.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to NOCCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between NOCCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the NOCCCD regulations, policies, procedures, prerequisites, and standards, shall prevail. Specifically, class cancelation procedure will follow the provisions in the NOCCCD collective bargaining agreements with faculty.
- 6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or NOCCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with NOCCCD academic standards.
- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with NOCCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with NOCCCD guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.14 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

## 7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the NOCCCD.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.6 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of NOCCCD.

- 7.9 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of NOCCCD specifically with regard to their duties as instructors under this CCAP Agreement.
- 7.10 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by NOCCCD.

## **8. ASSESSMENT OF LEARNING AND CONDUCT**

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

## **9. LIAISON AND COORDINATION OF RESPONSIBILITIES**

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with NOCCCD policies and standards. Sec. 2 (c)(2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 9.3 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with NOCCCD policy and COLLEGE procedures and academic standards.

- 9.4 The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.
- 9.5 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses offered under this CCAP Agreement.
- 9.6 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
  - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
  - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(1)(C)
  - The total number of full-time equivalent students generated by CCAP partnership participants. Sec. 2 (t)(1)(D)

## 10. APPORTIONMENT

- 10.1 NOCCCD shall include all eligible students enrolled in this CCAP Agreement courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments.
- 10.2 For purposes of allowances and apportionment from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 10.3 NOCCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)

10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

## 11. CERTIFICATIONS

11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.

11.2 NOCCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.

11.3 The SCHOOL DISTRICT agrees and acknowledges that NOCCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.

11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)

11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)

11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)

11.7 The COLLEGE certifies that:

- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
- A community college course that is oversubscribed or has a waiting list shall not be offered or included in this CCAP Agreement. Sec. 2 (k)(2)
- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this

Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)

- 11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

## **12. PROGRAM IMPROVEMENT**

- 12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

## **13. RECORDS**

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

## **14. REIMBURSEMENT**

- 14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

## **15. FACILITIES**

- 15.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to NOCCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 15.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that



no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

- 15.3 The COLLEGE facilities may be used subject to mutual agreement by the parties as expressed in the Appendix to this Agreement.

## **16. INDEMNIFICATION**

16.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and NOCCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

16.2 The NOCCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of NOCCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the NOCCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

## **17. INSURANCE**

17.1 The SCHOOL DISTRICT, in order to protect the NOCCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/THREE MILLION DOLLARS (\$3,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and NOCCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement.

A certificate of insurance including a separate endorsement shall be furnished to the COLLEGE and to NOCCCD.

- 17.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and NOCCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

## **18. NON-DISCRIMINATION**

- 18.1 Neither the SCHOOL DISTRICT nor the COLLEGE and NOCCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

## **19. TERMINATION**

- 19.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 20 below.

## **20. NOTICES**

- 20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

Fullerton College  
321 E. Chapman Avenue  
Fullerton, CA 92832  
Attn: José Ramón Núñez, Ph.D. Vice President, Instruction

NOCCCD  
North Orange County Community College District  
1830 W. Romneya Dr., Anaheim, CA 92801

Attn: Cherry Li-Bugg, PhD. Vice Chancellor, Educational Services and  
Technology

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

Attn: Dr. Jaron Fried, Assistant Superintendent, Educational Services

**21. INTEGRATION**

21.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

**22. MODIFICATION AND AMENDMENT**

22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

**23. GOVERNING LAWS**

23.1 This agreement shall be interpreted according to the laws of the State of California.

**24. COMMUNITY COLLEGE DISTRICT BOUNDARIES**

24.1 For locations outside the geographical boundaries of NOCCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

**25. SEVERABILITY**

25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

**26. COUNTERPARTS**

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on July 14, 2017

By: \_\_\_\_\_  
Anaheim Union HSD

By: \_\_\_\_\_  
Fullerton College

By: \_\_\_\_\_  
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## APPENDIX

### COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Fullerton College (“COLLEGE”) a college of the North Orange County Community College District (NOCCCD), 1830 W. Romneya Dr., Anaheim, CA 92801 and Anaheim Union High School District (SCHOOL DISTRICT.”) and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, NOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

#### 1. CCAP AGREEMENT

- a. COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2)
- c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before August 15th and follow the protocols set forth in (a) and (b) of this section.
- d. NOCCCD, COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c)(2)

<b>LOCATION</b>	<b>NAME</b>	<b>TELEPHONE</b>	<b>EMAIL</b>
NOCCCD:	W. Cherry Li-Bugg, PhD	714-808-4787	clibugg@nocccd.edu
College:	José Ramón Núñez, Ph.D.	714-992-7031	jnunez@fullcoll.edu
School District:	Dr. Jaron Fried	714-999-3557	fried_ja@auhsd.us

**2. STUDENT SELECTION**

- a. Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of this CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in this CCAP Agreement community college courses.
- b. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” *Sec. 2 (a)* and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” *Sec. 1 (d)*
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. *Preamble and Sec. 2 (c)(1)*
- d. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15-unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. *Sec. 2 (p) (1-3)*

**3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)**

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

4. **CCAP AGREEMENT PROGRAM YEAR 2017-2018** – The college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor; and employer of record.

PROGRAM YEAR: 2017-2018

COLLEGE: Fullerton College

EDUCATIONAL PROGRAMS:          Ethnic Studies, Counseling, Sociology, Social Sciences, Communication Studies, Drafting, and Business.

SCHOOL DISTRICT: Anaheim Union High School District

HIGH SCHOOL: Savanna HS, Magnolia HS, Anaheim HS, Gilbert HS, Katella HS, and Loara HS

TOTAL NUMBER OF STUDENTS TO BE SERVED: 1275 students | TOTAL PROJECTED FTES: 42 FTES

COURSE NAME	COURSE NUMBER	Number of Sections	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
1. Introduction to Chicano/Chicana Studies	ETHS 140 F	2	Fall 2017 & Spring 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Savanna HS
2. Introduction to Chicano/Chicana Studies	ETHS 140 F	2	Fall 2017 & Spring 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Magnolia HS
3. Introduction to Chicano/Chicana Studies	ETHS 140 F	2	Fall 2017 & Spring 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Katella HS
4. Introduction to Sociology	SOC 101 F	2	Fall 2017 & Spring 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Savanna HS
5. Introduction to Research Methods	SOCS 125 F	1	Spring 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Savanna HS

6. College Orientation	COUN 100 F	7	Fall 2017 & Spring 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Savanna HS
7. Public Speaking	COMM 100 F	1	Spring 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Anaheim HS
8. College Orientation	COUN 100 F	4	Fall 2017 & Spring 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Anaheim HS
9. College Orientation	COUN 100 F	3	Fall 2017 & Spring 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Loara HS
10. Solidworks	DRAF 944 F	1	Spring 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Loara HS
11. College Orientation	COUN 100 F	3	Fall 2017 & Spring 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Katella HS
12. College Orientation	COUN 100 F	2	Fall 2017 & Spring 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Magnolia HS
13. College Orientation	COUN 100 F	2	Fall 2017 & Spring 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS Gilbert HS
14. Business Internship	BUS 295	4	Summer 2018	TBD	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD



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

Some of these courses have been offered previously to college bound high school students. They helped those students to start successfully college.

**5. BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. Introduction to Chicano/Chicana Studies	<i>Chicanos, Latinos and Cultural Diversity: An Anthology</i> Editors Dionne Espinoza, et. al. Kendall/Hunt Publishing Co. (2004) ISBN: 978-0-7575-1128-8	\$103.00	N/A	
2. College Orientation	N/A			
3. Introduction to Sociology	<i>Sociology: A Brief Introduction.</i> Richard Schaefer. McGraw-Hill Higher Education (2014). 11ed. ISBN 978-0-07-802710-9	\$128.70	N/A	
4. Introduction to Research Methods	<i>The Process of Social Research.</i> Jeffrey Dixon, Royce Singleton, Bruce Straits. Oxford University Press. 1 <sup>st</sup> ed. ISBN: 978-0-19-994675-4	\$79.00	N/A	
5. Public Speaking	<i>Lucas, The Art of Public Speaking.</i> McGraw-Hill, 12 <sup>th</sup> ed. ISBN: 9780073523910	\$30.00	N/A	

6. Solidworks	<i>Parametric Modeling with SOLIDWORKS 2016.</i> Paul Schilling and Randy Shih. ISBN: 1585039985	\$75.00	N/A	
7. Business Internship	<i>Get an Internship and Make the Most of It: Practical Information for High School and Community College Student.</i> Rowman & Littlefield Publishers (2015). Joan McLachlan and Patricia Hess.	\$20.92	N/A	

## 6. MANDATED ANNUAL STATE REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before July 1, 2018 and shall be reported annually in compliance with all applicable state and federal privacy laws. The NOCCCD shall annually report the student data to the office of the Chancellor of the California Community Colleges. *Sec. 2 (t) (1)(A)*
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in under this CCAP Agreement. *Sec. 2 (t) (1)(B)*
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. *Sec. 2 (t)(1)(C)*
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. *Sec. 2 (t)(1)(D)*
- f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

## 7. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

## 8. PRIVACY OF STUDENT RECORDS

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student

education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

- b. **Limitation on Use.** COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. **Recordkeeping Requirements.** COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. **Acknowledgement of Receipt of Notice of FERPA Regulations.** By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent.

**9. FACILITIES USE**

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.
- b. COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

<b>BUILDING</b>	<b>CLASSROOM</b>	<b>DAYS</b>	<b>HOURS</b>
N/A			

ANAHEIM UNION HIGH SCHOOL DISTRICT  
SPECIAL YOUTH SERVICES  
501 N. CRESCENT WAY  
ANAHEIM, CA 92801

TRANSPORTATION AGREEMENT

This is to certify that [redacted] agree to the following method of transportation during the regular school year 2017-2018:

Parents will provide [redacted] transportation from [redacted] home at [redacted] [redacted] to Savanna High School located at 301 North Gilbert Street, Anaheim, California 92801, and will be reimbursed at the rate of 0.535¢ per mile for a total of 2.2 miles each way, 4.4 miles daily for up to 180 days during 2017-18 school year, not to exceed 180 days beginning August 9, 2017 through May 24, 2018. The maximum amount approved is as follows:

$.535 \text{ cents per mile} \times 4.4 \text{ mile daily round trip} = \$2.35 \times 180 \text{ days} = \$423.00$

Invoicing to the District is required monthly, listing date of transporting student to and from Savanna 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 [redacted] from [redacted] home to Savanna High School: [redacted]

Parent Signature: Signature on original Date: \_\_\_\_\_

Parent Signature: Signature on original Date: \_\_\_\_\_

Janet Queneau: \_\_\_\_\_ Date: \_\_\_\_\_  
Director, Special Youth Services

Board Approved: 07-13-17  
Date

## Instructional Materials Submitted for Adoption

**July 13, 2017**

June 15, 2017-July 13, 2017

Curriculum	Basic/ Suppl.	Course Name (Number)	GR	Title	Publisher
World Languages	Suppl.	Spanish for Spanish Speakers 2, 3 (2178)	8-12	<i>Los de abajo</i>	Penguin
World Languages	Suppl.	Spanish for Spanish Speakers 2, 3 (2178)	8-12	<i>Me llamo Rigoberta Menchu y así me nació la conciencia</i>	Primera Edicion

## Instructional Materials Submitted for Display

### July 13, 2017

July 13, 2017-August 10, 2017

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
World Languages	Suppl.	Spanish for Spanish Speakers 1, 2, 3 (2167, 2172, 2178)	7-12	<i>Voces sin fronteras</i>	Vintage Books
English	Suppl.	English 8-SDC (6278)	8	<i>For Liberty-The Story of the American Revolution</i>	Don Johnston, Inc.
English	Suppl.	English 7 (1330)	7	<i>Don't You Dare Read This Mrs. Dunphrey</i>	Simon Pulse
English	Suppl.	English 7 (1330) English 8 (1350)	7-8	<i>The Car</i>	Harcourt, Inc.
English	Suppl.	English 7 (1330)	7	<i>Buried Onions</i>	Harcourt, Inc.
Career Technical Education	Basic	AIME Summer Internship Program	11	<i>Get an Internship and Make the most of It</i>	Rowman & Littlefield
Health	Basic	Health Science (2310)	9	<i>Comprehensive Health-2018</i>	Goodheart Wilcox

**Field Trip Report**

Board of Trustees

July 13, 2017

1. Savanna High School: California Academic Partnership Program (CAPP) - My Journey to College (My JTC), (100 students-40 male, 60 female)  
Adviser/Lead Chaperone: Aracely Portillo (female)  
Chaperones: Susana Garcia (female), Susana Calderon (female), Barbara Burns (female), Lucy Jaurequi (female), Maria Trujillo (female), Khristyne P. Chang (female), Dion Thomas (male), Jon Hogencamp (male), Robert Olivas (male), Rogelio Alvarado (male), and Jose J. Sanchez (male)  
Chaperones from the organization will assist in meeting District guidelines.

To: University of California, Los Angeles

Dates: July 19, 2017 to July 22, 2017

Purpose: Students will explore and engage in college life activities (academic, social and emotional)

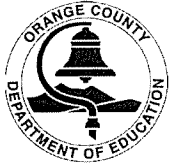
Expenses: CAPP-meals, transportation, accommodations

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





## 2016-17 Quarterly Report Williams Legislation Uniform Complaints

**District:** Anaheim Union High School District

**District Contact:** Brad Jackson

**Title:** Assistant Superintendent, Human Resources

- |                                     |  |                                       |
|-------------------------------------|--|---------------------------------------|
| <input type="checkbox"/>            | Quarter #1 July 1 - September 30, 2016   | <b>Report due by October 28, 2016</b> |
| <input type="checkbox"/>            | Quarter #2 October 1 - December 31, 2016 | <b>Report due by January 27, 2017</b> |
| <input type="checkbox"/>            | Quarter #3 January 1 - March 31, 2017    | <b>Report due by April 28, 2017</b>   |
| <input checked="" type="checkbox"/> | Quarter #4 April 1 - June 30, 2017       | <b>Report due by July 28, 2017</b>    |

**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

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)  
2016/2017 SALARY SCHEDULE**

Effective 7/1/2016 - BOT Approved on(Pending BU Contract Approval) - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
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. EVENT/FACILITY ATTENDANT (Eff. 9/13/16)	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 SERVICES ASSISTANT	3,662.00 20.82	3,802.00 21.60	3,954.00 22.47	4,113.00 23.36	4,281.00 24.33	4,453.00 25.30	4,538.00 25.79	4,631.00 26.32	4,720.00 26.83	4,817.00 27.38	Monthly Hourly
55	BUS DRIVER HEAVY EQUIPMENT OPERATOR INVENTORY CONTROL SPECIALIST NUTRITION SERVICES SOUS CHEF SR EQUIP OPERATOR SR WHSE WKR-CENT WHSE SR WHSE WKR-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

EXHIBIT UU

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)  
2016/2017 SALARY SCHEDULE**

Effective 7/1/2016 - BOT Approved on (Pending BU Contract Approval) - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
57	ATHLETIC FACILITIES TECHNICIAN DRIVER INSTRUCTOR IRRIGATION SYSTEM TECH MAINTENANCE GLAZIER MAINTENANCE PAINTER POOL MAINTENANCE TECH TECHNOLOGY SERVICES TECH	4,040.00 22.97	4,192.00 23.81	4,362.00 24.80	4,536.00 25.78	4,717.00 26.82	4,903.00 27.86	5,006.00 28.44	5,108.00 29.04	5,209.00 29.60	5,312.00 30.20	Monthly Hourly
59	ELECTRONICS TECH EQUIPMENT REPAIR MECHANIC GRAPHIC ARTS TECH MAINTENANCE CARPENTER MAINTENANCE FLR/PLAS WKR MAINTENANCE LOCKSMITH MAINTENANCE PLUMBER OFFSET PRESS OPERATOR SHOP EQUIPMENT REPAIR TECH TRANSPORTATION DISPATCHER	4,235.00 24.07	4,406.00 25.04	4,578.00 26.01	4,762.00 27.06	4,953.00 28.16	5,152.00 29.27	5,254.00 29.86	5,360.00 30.46	5,467.00 31.08	5,573.00 31.67	Monthly Hourly
61	ATHLETIC FACILITIES TECH AUDIO-VISUAL TECH FOOD SERVICES EQUIPMENT TECH HVAC ENERGY MAINT CONT SYS TECH INSTRUMENT REPAIR TECH MAINTENANCE ELECTRICIAN MAINTENANCE WELDER-FABRICATOR MECHANIC TRANSPORTATION OPERATIONS SPEC	4,444.00 25.25	4,623.00 26.29	4,806.00 27.31	5,002.00 28.41	5,206.00 29.58	5,405.00 30.72	5,516.00 31.33	5,627.00 31.97	5,739.00 32.60	5,855.00 33.27	Monthly Hourly
62		4,631.00 26.32	4,822.00 27.40	5,013.00 28.48	5,214.00 29.63	5,420.00 30.80	5,640.00 32.05	5,757.00 32.71	5,873.00 33.37	5,996.00 34.08	6,113.00 34.74	Monthly Hourly
63	GRAPHIC PRODUCTION SPECIALIST SR GRAPH ARTS TECH	4,670.00 26.53	4,852.00 27.58	5,047.00 28.69	5,253.00 29.84	5,462.00 31.02	5,677.00 32.26	5,793.00 32.92	5,908.00 33.58	6,027.00 34.25	6,149.00 34.95	Monthly Hourly
67	NETWORK TECHNICIAN	5,148.00 29.24	5,352.00 30.41	5,564.00 31.62	5,791.00 32.90	6,020.00 34.21	6,259.00 35.57	6,386.00 36.29	6,516.00 37.02	6,642.00 37.74	6,778.00 38.50	Monthly Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

- 2% plus \$519 after ten (10) years of service with AUHSD
- 4% plus \$1,543 additional after fifteen (15) years of service with AUHSD
- 7% plus \$2,840 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,705 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: \$135.00

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)  
2016/2017 SALARY SCHEDULE**

Effective 7/1/2016 - BOT Approved on 6/15/17 - REVISED 7/13/17

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	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-SPECIAL ACADEMIC INSTR. OFFICE ASSISTANT	2,862.00 16.27	2,983.00 16.95	3,105.00 17.64	3,226.00 18.33	3,355.00 19.06	3,494.00 19.85	3,560.00 20.24	3,628.00 20.61	3,702.00 21.03	3,776.00 21.45	Monthly Hourly
47	COMPUTER LAB ASSIST 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	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	CHILD WELFARE & ATTENDANCE LIAISON 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 PUBLICATIONS TECH SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASST	3,320.00 18.86	3,454.00 19.62	3,584.00 20.36	3,733.00 21.21	3,884.00 22.07	4,041.00 22.97	4,115.00 23.39	4,203.00 23.90	4,283.00 24.34	4,365.00 24.81	Monthly Hourly
51	CHILD WELFARE & ATTENDANCE LIAISON DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH 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 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)  
2016/2017 SALARY SCHEDULE**

Effective 7/1/2016 - BOT Approved on 6/15/17 - REVISED 7/13/17

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10		
54	ASB ACCOUNT TECH BRAILLE TRANSCRIBER INFO SYSTEMS TECH JOB DEVELOPER / JOB COACH LICENSED VOCATIONAL NURSE SIGN LANG INTERP	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	
56	FAMILY & COMM ENGAGEMENT SPECIALIST	3,942.00	4,093.00	4,258.00	4,428.00	4,606.00	4,788.00	4,885.00	4,984.00	5,083.00	5,186.00	Monthly	
57	ACCOUNTING TECH ASSES/EVAL TECH (Until 6/30/17) ADMINISTRATIVE ASST ASSES/EVAL TECH ATHLETIC TRAINER BENEFITS TECH BUSINESS TECH CREDENTIALS TECH HUMAN RESOURCES TECH PAYROLL TECH RISK MANAGEMENT TECH SPEECH LANGUAGE PATHOLOGY ASST ADMIN ASST BILINGUAL INFORMATION SYSTEMS SPECIALIST I LEGAL ADMIN ASST. SR ACCOUNTING TECH SR BUDGET TECHNICIAN SR ADMIN ASST PROGRAM SUPPORT SR ADMIN ASST SCHOOL SUPPORT SR ADMIN PROCUREMENT ASST. SR CREDENTIAL TECH SR PAYROLL TECH	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	5,066.00 28.86	5,108.00 29.04	5,209.00 29.60	5,312.00 30.18	Monthly Hourly
59	ACCOUNTING TECH ASSES/EVAL TECH (Until 6/30/17) ADMINISTRATIVE ASST ASSES/EVAL TECH ATHLETIC TRAINER BENEFITS TECH BUSINESS TECH CREDENTIALS TECH HUMAN RESOURCES TECH PAYROLL TECH RISK MANAGEMENT TECH SPEECH LANGUAGE PATHOLOGY ASST ADMIN ASST BILINGUAL INFORMATION SYSTEMS SPECIALIST I LEGAL ADMIN ASST. SR ACCOUNTING TECH SR BUDGET TECHNICIAN SR ADMIN ASST PROGRAM SUPPORT SR ADMIN ASST SCHOOL SUPPORT SR ADMIN PROCUREMENT ASST. SR CREDENTIAL TECH SR PAYROLL 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	5,254.00 29.86	5,360.00 30.46	5,467.00 31.08	5,573.00 31.67	Monthly Hourly
61	FOOD SERVICES TECH SR ADMIN ASST SCHOOL SUP / BIL SR ADMIN ASST PROG SUP / BIL WEB MASTER	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	BEHAVIOR INTERVENTION SPECIALIST BUYER FOOD SERV ACCOUNTING SPECIALIST INFORMATION SYSTEMS SPECIALIST II	4,670.00 26.94	4,852.00 27.99	5,047.00 29.11	5,253.00 30.30	5,462.00 31.51	5,677.00 32.75	5,793.00 33.42	5,908.00 34.08	6,027.00 34.77	6,149.00 35.47	Monthly Hourly	

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)  
2016/2017 SALARY SCHEDULE**

Effective 7/1/2016 - BOT Approved on 6/15/17 - REVISED 7/13/17

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
65	ART DESIGNER	4,906.00 27.86	5,103.00 28.95	5,307.00 30.12	5,519.00 31.35	5,739.00 32.60	5,969.00 33.88	6,088.00 34.57	6,210.00 35.25	6,335.00 35.96	6,461.00 36.69	Monthly Hourly
66	CONTRACT PROCUREMENT SPECIALIST	5,041.00	5,242.00	5,452.00	5,670.00	5,897.00	6,133.00	6,256.00	6,381.00	6,508.00	6,638.00	Monthly
75	NETWORK ANALYST PROGRAMMER ANALYST	6,254.00 35.54	6,500.00 36.94	6,765.00 38.44	7,037.00 39.98	7,319.00 41.58	7,610.00 43.24	7,758.00 44.06	7,913.00 44.96	8,075.00 45.89	8,236.00 46.80	Monthly Hourly
76	SYSTEMS ADMIN	6,573.00 37.35	6,830.00 38.81	7,102.00 40.36	7,385.00 41.96	7,678.00 43.62	7,991.00 45.40	8,147.00 46.29	8,313.00 47.23	8,483.00 48.20	8,651.00 49.15	Monthly Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

- 2% plus \$519 additional after ten (10) years of service with the AUHSD
- 4% plus \$1,543 additional after fifteen (15) years of service with the AUHSD
- 7% plus \$2,840 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,705 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Billingual stipend and Nightwork differential: \$135.00

**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
**CONFIDENTIAL**  
**2016/2017 SALARY SCHEDULE**  
 Effective 7/1/16 - BOT Approved on BOT 7/13/17 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
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  
MANAGEMENT**

**2016/2017 SALARY SCHEDULE**

Effective 7/1/2016 - BOT Approved on 7/13/17 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly
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**

**2016/2017 SALARY SCHEDULE**

Effective 7/1/2016 - BOT Approved on 7/13/17 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
19	RISK MANAGER	6,436.00	6,692.00	6,955.00	7,229.00	7,515.00	7,812.00	7,967.00	8,122.00	8,282.00	8,447.00	Monthly
20	* ASSIST. DIRECTOR, FOOD SERVICES	6,549.00	6,811.00	7,081.00	7,361.00	7,655.00	7,959.00	8,118.00	8,278.00	8,442.00	8,611.00	Monthly
21	ENERGY MANAGER OCCUPATIONAL THERAPIST	6,662.00	6,929.00	7,206.00	7,492.00	7,794.00	8,105.00	8,268.00	8,434.00	8,602.00	8,774.00	Monthly
26	ASST DIRECTOR-MAINT & OPERATIONS	7,260.00	7,551.00	7,853.00	8,167.00	8,494.00	8,833.00	9,010.00	9,190.00	9,374.00	9,561.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:

- 2% plus \$519 after ten (10) years of service with AUHSD
- 4% plus \$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  
ADMINISTRATORS**

**2016/2017 SALARY SCHEDULE**

Effective 7/1/2016 - BOT Approved on 7/13/17 - REVISED

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
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
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
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
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
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
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
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
35	DIRECTOR (CERTIFICATED)	14.4	224 *	132,421.00	135,489.00	138,570.00	141,643.00	144,717.00	147,785.00
36	DIRECTOR PURCHASING & CENTRAL SERV. DIRECTOR TRANSPORTATION DIRECTOR RISK MANAGEMENT	14.4	224 **	112,164.00	115,238.00	118,309.00	121,379.00	124,453.00	127,525.00
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
38	COUNSEL	14.4	224 **	132,421.00	135,489.00	138,570.00	141,643.00	144,717.00	147,785.00
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
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

\*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  
CONTRACTED EMPLOYEES  
2016/2017 SALARY SCHEDULE**

Effective 7/1/2016 - BOT Approved on 6/21/16 - REVISED 10/11/16

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  
2016/2017 TEACHERS' SALARY SCHEDULE**

		<b>BA + 30</b>	<b>BA + 45 or MA</b>	<b>BA + 60 &amp; MA or Doctorate</b>
<b>STEPS</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
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
<b>LONGEVITY (Steps 16-26 are longevity steps for years of credentialed teaching in AUHSD) See Article 14.3.5</b>				
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

<b>Years Experience</b>	<b>Placement</b>
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees  
 June 15, 2017  
 Effective: July 1, 2016

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
2016/17 COUNSELOR SALARY SCHEDULE**

		<b>BA + 45 or MA</b>	<b>BA + 60 &amp; MA or Doctorate</b>
<b>STEPS</b>	<b>I</b>	<b>II</b>	<b>III</b>
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
<b>LONGEVITY (Years of Credentialed Service in AUHSD-See Article 14.3.5)</b>			
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.

<b>Years Experience</b>	<b>Placement</b>
1	2
2	3
3	4
4	5
5	6
6 or more	7

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Approved July 15, 2017  
Effective: July 1, 2016

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**1. Resignations/Retirements, effective as noted:**

Earnest, Russell	6/30/17
Harlan, Kathryn	5/26/17
Jellerson, Jason	5/26/17
Le, Michael	5/26/17
Millan, Jamie	7/7/17
Russell, Joey	5/26/17

**2. Leaves of Absence:**

Balmages, Carolyn, for child care, without pay and without health benefits from 8/7/17 through the end of the working day on 5/26/18.

Cao, Jennifer for professional growth, without pay and without health benefits from 8/7/17 through the end of the working day on 5/25/18.

King Villar, Elizabeth for child care, without pay and without health benefits from 3/20/17 through the end of the working day on 5/19/17.

**3. Employment:****A. Teacher(s)/Probationary:**

		<u>Column</u>	<u>Step</u>
Campos, Cheryl	8/7/17	1	1
Carrillo, Edith	8/7/17	4	8
Cerasuolo, Kathryn	8/7/17	1	1
Duong, Alexa	8/7/17	2	1
Lee, Jean	8/7/17	2	1
Ren, Xi	8/7/17	4	2
Vick, Katie	8/7/17	3	4

**B. Teacher(s)/Temporary:**

		<u>Column</u>	<u>Step</u>
Gamboa, Octavio	8/7/17	2	2
Hawkins, Shelley	8/7/17	4	7
Mai, Lilliana	8/7/17	1	1
Park, Andrew	8/7/17	1	1
Rodriguez, Lorenzo	8/7/17	2	1
Saldivar, Carlos	8/7/17	2	1
Thabet, Marwa	8/7/17	4	1
Welker, Lauren	8/7/17	2	1

**C. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:**

Moonswami, Bob	8/7/17
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**D. TUPE Coordinator/Temporary:**

		<u>Column</u>	<u>Step</u>
Azevedo, Vicky	8/7/17	4	6

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- E. Day-to-Day Substitute Teacher(s) for Extended School Year with authorization to teach in subject areas where they have adequate preparation, effective 6/5/17:

Zambrano, Erik

- F. Administrator Substitute, on an if and as needed basis, for the 2017-18 school year, effective as noted:

Quadrelli-Jones, Cheryl 7/3/17

- G. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Anderson, Sarah	5/4/17	22	4
Interim Assistant Principal, Senior High School			
Baillie, Alicia	7/1/17	25	1
Principal, Senior High School			
Bryant, Renae	7/1/17	35	6
Director, English Learner and Multilingual Services			
Figueroa, Liberato	7/26/17	21	5
Assistant Principal, Junior High School			
Gladysz-Brown	7/6/17	24	6
Principal, Junior High School			
Gracian, Refugio	7/6/17	24	6
Principal, Junior High School			
Miller, Dale	7/19/17	22	4
Assistant Principal, Senior High School			
Olea, David	7/19/17	22	1
Assistant Principal, Senior High School			
Park, Mary Ellen	7/26/17	21	5
Assistant Principal, Junior High School			
Pfeiffer, Sean	7/19/17	22	5
Assistant Principal, Senior High School			
Phillips, Imelda	7/26/17	21	1
Assistant Principal, Junior High School			
Zurbano, Regina	7/1/17	25	3
Principal, Senior High School			

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**4. Extra Service Compensation:**

- A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2017-18, effective August 7, 2017: (General Funds)

Arellano, Jaime	Anaheim
Cruchley, Lara	Western
Esperanza, Cori	Anaheim
Hughes, Scott	Western
Nguyen, Pete	Western
Ramirez, Oscar	Anaheim

- B. Additional Work Days, for the following JROTC instructors, at their per diem rate of pay. (General Funds)

	<u>Days</u>	<u>School Year</u>
Granville, Clevester	15	2016-17
Granville, Clevester	5	2017-18
Miles, Noel	10	2016-17

- C. California Speech-Language Pathology License Stipend, to be paid to the following individual(s), in the amount of \$1,133, for an earned CA Speech-Language Pathology License, effective as noted:

Vick, Katie	8/7/17
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- D. American Speech-Language-Hearing Association (ASHA) Certificate of Competence Stipend, to be paid to the following individual(s), in the amount of \$1,133, for an earned ASHA Certificate of Competence, effective as noted:

Vick, Katie	8/7/17
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- E. WASC Report Stipend, for the following individual(s) to assist with WASC report writing on August 2, 2017, to be paid at the miscellaneous rate of \$44.29 per hour, not to exceed a total of four hours per person: (Title I)

Criner, Wendy	Western
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- F. Link Crew Collaboration Stipend, for the following individual(s) for leadership training for Link Crew Freshmen Orientation 2017 on July 31, 2017, August 1, 2017, and August 3, 2017, to be paid at the miscellaneous rate of \$44.29 per hour, not to exceed ten hours per person: (LCFF)

Flores, Jaime	Western
Flores, Monique	Western
Garcia, Juanis	Western
Jensen, Ann	Western
Shozi, Lisa	Western



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- G. Doctorate Stipend, to be paid to the following individual(s) for an earned doctorate stipend, effective as noted:

Phillips, Imelda	7/26/17
Valdez, Vidal	7/19/17
Zurbano, Regina	7/1/17

- H. French Curricula Stipend, for the following individual(s) to develop curriculum for four days in June 2017, for the 2017-18 school year, to be paid at the miscellaneous rate of \$44.29 per hour, not to exceed five hours per person, per day: (Title I)

Walsh-Sloane, Penelope      Cypress

- I. Orange County Friday Night Live/Club Partnership Stipend, to be paid for the 2016-17 school year to the following individuals as noted: (Orange County Department of Education Grant Funds)

Alvarez, Veronica	\$350
Banales, Catarina	\$400
Cortez, Alicia	\$350
Eager, Brian	\$500
Gangnath, Erika	\$500
Loth, Sandra	\$500
Powers, Kelly	\$1,000
Resch, Nikki	\$1,000
Ting, Cyndi	\$500
Villasenor, Rosie	\$400

- J. District CELDT Tester, to administer the individual student portion of the California English Learner Development Test (CELDT), on an as-needed basis, effective July 17, 2017, to be paid at the rate of \$160 per day. (LCFF Funds)

Martinez, Miguel

**5. Correction to Longevity date for ASTA unit member(s):**

<u>NAME</u>	<u>ORIGINAL LONGEVITY DATE</u>	<u>CORRECTED LONGEVITY DATE</u>
Malik, Zia	9/1/2000	9/1/1998

**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>
Alfares, Waleed	3 2	4 3	8/7/17
Camarena, Jenni	3 7	4 7	8/7/17
Campos, Cheryl	1 1	3 1	8/7/17
Lee, Jean	2 1	3 1	8/7/17
Rodriguez, Alfonso	3 11	4 11	8/7/17

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**7. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:**

Argueta, Franklin	6/21/17
Chan, Khristyne	6/19/17
Chidester, Jason	6/7/17
Diaz, Elizabeth	6/26/17
Diaz, Michelle	6/9/17
Gaitan, Stacey	6/22/17
Hanna, Rasha	6/28/17
Henry, Kimberly	6/9/17
Hernandez, Javier	6/29/17
Jones, Erland Jr	6/5/17
Jones, Travis	6/19/17
Lopez, Maria	6/23/17
Moreno, Adolfo	6/22/17
Moreno, Samuel	6/7/17
Navarro Aleman, Edgar	6/8/17
Reyes, Ruth	6/27/17
Reynoso, Angelica	6/14/17
Ruiz, Sonia	6/16/17
Sanchez, Jose	6/22/17
Shepperd, Melissa	5/26/17
Stiger, Brenda	6/12/17
Tang, My	6/21/17
Tello, Eileen	5/26/17
Viramontes, Martin Jr	5/30/17
Wilson, Connie	6/23/17
Yamamoto, George	5/26/17

**8. Extra Service Assignments, employment effective as noted:**

**Classified:**

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u>			
Bittner, Edward Dance, Assistant	\$1,589	1 <sup>st</sup> Semester	8/7/17
Ceja, Jose Volleyball, Head Varsity	\$3,350	Season	8/7/17
Ceja, Oscar Volleyball, Asst./Lower Level	\$3,023	Season	8/7/17
Cortes Hernandez, Arturo Football, Junior Varsity	\$3,350	Season	8/11/17
Garcia, Befael Assistant Band Director	\$1,589	1 <sup>st</sup> Semester	8/7/17

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Gomez, Vincent Football, Junior Varsity	\$3,350	Season	8/11/17
Guerrero, Jalisa Songleader, Varsity	\$1,243	1 <sup>st</sup> Semester	8/7/17
Kolakowski, Lawrence Accompanist	\$822	1 <sup>st</sup> Semester	8/7/17
Orellana, Ruben Volleyball, Asst./Lower Level	\$3,023	Season	8/7/17
Peralta, Sarah Colorguard	\$2,721	1 <sup>st</sup> Semester	8/7/17
Reese, David Football, Assistant Varsity	\$3,571	Season	8/7/17
Sanchez, Jorge Cross Country, Asst./Lower Level	\$3,023	Season	8/7/17
Troup, Katrina Cheerleader, Varsity	\$1,243	1 <sup>st</sup> Semester	8/7/17
Vega Maciel, Roberto Drill Team	\$2,721	1 <sup>st</sup> Semester	8/7/17
<u>Cypress</u> Bacon, Nicolette Song, Assistant Coach	\$1,243	1 <sup>st</sup> Semester	8/7/17
Bacon, Nicolette Song, Assistant Coach	\$1,243	2 <sup>nd</sup> Semester	1/8/18
Blazer, Thomas Football, Assistant Varsity	\$3,571	Season	8/7/17
Castillo, Joanne Basketball, Asst./Lower Level, Girls	\$3,350	Season	11/6/17
Eliot, Taylor Song/Cheer	\$2,483	1 <sup>st</sup> Semester	8/7/17
Eliot, Taylor Song/Cheer	\$2,483	2 <sup>nd</sup> Semester	1/8/18
Griswold, Mary Assistant Band Director	\$1,589	1 <sup>st</sup> Semester	8/7/17
Griswold, Mary Assistant Band Director	\$1,589	2 <sup>nd</sup> Semester	1/8/18

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Labeet, Gavin Cross Country, Head Varsity, Girls	\$3,350	Season	8/7/17
Labeet, Gavin Track, Asst./Lower Level	\$3,023	Season	2/13/18
Lightle, Victor Soccer, Head Varsity, Boys	\$3,350	Season	8/7/17
Lozano, Josh Basketball, Lower Level, Boys	\$3,350	Season	11/6/17
Mitchell, Derek Basketball, Head Varsity, Boys	\$4,197	Season	11/6/17
Mitchell, Douglas Basketball, Asst./Lower Level, Girls	\$3,350	Season	11/6/17
Perry, Vincent Football, Assistant Varsity	\$3,571	Season	8/7/17
Phillips, Carlisha Basketball, Asst./Lower Level, Girls	\$3,350	Season	11/6/17
Pounds, Jordan Football, Assistant Varsity	\$3,571	Season	8/7/17
Rivera, Nathaniel Basketball, Head Varsity, Girls	\$4,197	Season	11/6/17
Rivera, Nicole Golf, Head Varsity, Girls	\$3,023	Season	8/7/17
Rivera, Nicole Golf, Head Varsity, Boys	\$3,023	Season	2/13/18
Thompson, Darrell Football, Asst. Frosh/Soph	\$3,023	Season	8/7/17
Tweed, Matthew Cross Country, Head Varsity, Boys	\$3,350	Season	8/7/17
Tweed, Matthew Track, Asst./Lower Level	\$3,023	Season	2/13/18
Woiemberghe, Nicole Soccer, Head Varsity, Girls	\$3,350	Season	11/6/17
Wong, Thomas Basketball, Asst./Lower Level, Boys	\$3,350	Season	11/6/17

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<u>Katella</u> Acker, Victoria Accompanist	\$822	1 <sup>st</sup> Semester	8/7/17
Barnes, Brianna Song/Cheer	\$2,483	1 <sup>st</sup> Semester	8/7/17
Cordray, Gary Football, Asst. Varsity	\$3,571	Season	8/7/17
Deason, Geoconda Volleyball, Asst./Lower Level, Girls	\$3,023	Season	8/7/17
Esteves, Gabriel Volleyball, Asst./Lower Level, Girls	\$3,023	Season	8/7/17
Esteves, Gabriel Tennis, Head Varsity, Girls	\$3,350	Season	8/7/17
Lopez, Angel Football, Junior Varsity	\$3,350	Season	8/7/17
Mikesell, David Water Polo, Head Varsity	\$3,350	Season	7/31/17
Morrill, John Football, Asst./Lower Level	\$3,350	Season	8/7/17
Morrill, Katherine Dance	\$1,857	1 <sup>st</sup> Semester	8/7/17
Nieto Jr., Richard Football, Assistant Varsity	\$3,571	Season	8/7/17
Paddison, Richard Golf, Head Varsity, Girls	\$3,023	Season	8/7/17
Paskerian, Elizabeth Tennis, Asst./Lower Level, Girls	\$3,023	Season	8/7/17
Rambaud, Aimee Yearbook Advisor	\$1,589	1 <sup>st</sup> Semester	8/7/17
Ramirez, Dubhe Football, Junior Varsity	\$3,350	Season	8/7/17
Ricci, Thomas Wrestling, Head Varsity, Boys	\$4,197	Season	11/6/17
Schlotter, Michael Drill Team/Percussion	\$2,721	1 <sup>st</sup> Semester	8/7/17

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Tillman, Jason Basketball, Asst./Lower Level, Boys	\$3,350	Season	11/6/17
Vazquez Jr., Orlando Water Polo, Asst./Lower Level	\$3,023	Season	8/7/17
<u>Kennedy</u> Aguilar, Nancy Drill Team	\$2,721	1 <sup>st</sup> Semester	8/1/17
Aguilar, Nancy Drill Team	\$2,721	2 <sup>nd</sup> Semester	1/8/18
Aiau, Brandon Football, Assistant	\$3,023	Season	8/7/17
Aiau, Brandon Baseball, Asst./Lower Level	\$1,500	Season	2/13/18
Anthony, Robert Assistant Band Director	\$1,589	1 <sup>st</sup> Semester	8/1/17
Anthony, Robert Assistant Band Director	\$1,589	2 <sup>nd</sup> Semester	1/8/18
Bird, Anthoy Wrestling, Head Varsity, Boys	\$4,197	Season	11/6/17
Bixby, Billie Basketball, Asst./Lower Level, Girls	\$3,350	Season	11/6/17
Bixby, Billie Volleyball, Head Varsity	\$3,350	Season	8/7/16
Bixby, Billie Volleyball, Asst./Lower Level	\$3,023	Season	2/13/18
Brambila, Hector Colorguard	\$2,721	1 <sup>st</sup> Semester	8/7/17
Brambila, Hector Colorguard	\$2,721	2 <sup>nd</sup> Semester	1/8/18
Cervantes Cenizo, Sergio Swimming, Head Varsity, Girls	\$3,350	Season	2/13/18
Clark, Steven Football, Assistant Varsity	\$3,571	Season	8/7/17
Deese, Derrick Basketball, Asst./Lower Level, Boys	\$100	Season	11/7/17

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Desai, Bhruqesh Badminton, Asst./Lower Level	\$3,023	Season	2/13/18
Duarte, Anthony Baseball, Asst./Lower Level	\$3,350	Season	2/13/18
Gutierrez-Garcia, Arturo Soccer, Head Varsity, Boys	\$3,350	Season	11/6/17
Hyde, Jeff Track, Asst./Lower Level	\$3,023	Season	2/13/18
Johnson, Devan Tennis, Head Varsity, Girls	\$3,023	Season	8/11/17
Johnson, Devan Track, Asst./Lower Level	\$3,023	Season	2/13/18
Johnson, Kris Football, Junior Varsity	\$3,350	Season	8/11/17
Johnson, Kris Track, Head Varsity, Boys	\$4,197	Season	2/13/18
Lavespere, Patrick Basketball, Asst./Lower Level, Boys	\$3,350	Season	11/6/17
Nishida, Norikazu Basketball, Asst./Lower Level, Girls	\$3,350	Season	11/6/17
Panis, Aehjai Dan Tennis, Asst./Lower Level	\$3,023	Season	8/7/17
Panis, Aehjai Dan Tennis, Asst./Lower Level	\$3,023	Season	2/13/18
Peoples, Kevin Baseball, Asst./Lower Level	\$3,000	Season	2/13/18
Quan, Kevin Basketball, Asst./Lower Level, Girls	\$3,350	Season	11/6/17
Reynes, Mary Volleyball, Asst./Lower Level	\$3,023	Season	8/7/17
Reynes, Mary Volleyball, Asst./Lower Level	\$3,023	Season	2/13/18
Rodriguez, Gloria Accompanist	\$822	1 <sup>st</sup> Semester	8/7/17

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Rodriguez, Gloria Accompanist	\$822	2 <sup>nd</sup> Semester	1/8/18
Rodriguez, Gloria Dance	\$1,857.50	1 <sup>st</sup> Semester	8/7/17
Rodriguez, Gloria Dance	\$1,857.50	2 <sup>nd</sup> Semester	1/8/18
Sanchez, Daniel Cross Country, Head Varsity, Boys	\$3,350	Season	8/17/17
Sanchez, Daniel Track, Head Varsity, Girls	\$4,197	Season	2/13/18
Scott, Tiana Cheerleader, Varsity	\$1,243	1 <sup>st</sup> Semester	8/7/17
Scott, Tiana Cheerleader, Varsity	\$1,243	2 <sup>nd</sup> Semester	1/8/18
Tweed, Matthew Basketball, Asst./Lower Level, Boys	\$3,350	Season	11/6/17
<u>Loara</u> Besch, Cory Football, Assistant, Varsity	\$3,571	Season	8/7/17
Cozza, Frank Football, Assistant, Varsity	\$3,571	Season	8/7/17
Juarez, Ramon Football, Assistant, Varsity	\$3,571	Season	8/7/17
Rangel, Jonathan Football, Sophomore	\$3,350	Season	8/7/17
Remigio, Gary Football, Assistant Frosh/Soph	\$3,012	Season	8/7/17
Sauvageau, Eric Football, Junior Varsity	\$3,350	Loara	8/7/17
<u>Magnolia</u> Ponce, Matthew Assistant Band Director	\$1,589	1 <sup>st</sup> Semester	7/1/17
Ponce, Matthew Assistant Band Director	\$1,589	2 <sup>nd</sup> Semester	1/1/18
Rodriguez, Anthony Colorguard	\$2,721	1 <sup>st</sup> Semester	7/1/17



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Rodriguez, Anthony Colorguard	\$2,721	2 <sup>nd</sup> Semester	1/1/18
Thoreson, Phillip Drill Team	\$2,721	1 <sup>st</sup> Semester	7/1/17
Thoreson, Phillip Drill Team	\$2,721	2 <sup>nd</sup> Semester	1/1/18
Tolbert, Luther Football, Assistant Varsity	\$3,350	Season	7/1/17
Viramontes, Jesse Football, Assistant Varsity	\$3,571	Season	8/7/17
Viramontes, Martin Jr. Football, Assistant Varsity	\$3,350	Season	8/7/17
Yim, Aaron Band	\$2,721	1 <sup>st</sup> Semester	7/1/17
<u>Oxford</u>			
Anderson, Lawrence Soccer, Head Varsity, Girls	\$3,350	Season	11/6/17
Barnes, David Volleyball, Assistant	\$3,023	Season	2/13/18
Cantrell, Steven Basketball, Assistant, Boys	\$3,350	Season	11/6/17
Christensen, Joshua Cross Country, Head Varsity, Boys	\$3,350	Season	8/7/17
Christensen, Joshua Track, Head Varsity, Boys	\$4,197	Season	2/13/18
Comerford, Allan Volleyball, Head Varsity, Girls	\$3,350	Season	8/9/17
Dominguez, Jessica Volleyball, Head Varsity	\$3,350	Season	2/13/18
Dutro III, Patrick Volleyball, Assistant	\$3,023	Season	8/7/17
Eastin, Robert Soccer, Head Varsity, Boys	\$3,350	Season	11/6/17
Espinoza Rodriguez, Cesar Soccer, Assistant, Boys	\$3,023	Season	11/6/17

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Guerra, Miguel Soccer, Assistant, Girls	\$3,023	Season	11/6/17
Masuno, Christopher Basketball, Assistant, Girls	\$3,350	Season	11/6/17
Nungaray, Jacob Basketball, Assistant, Girls	\$3,350	Season	11/6/17
Polk, W Track, Head Varsity, Girls	\$4,197	Season	2/13/18
Puckett, Kellen Basketball, Assistant, Boys	\$3,350	Season	11/6/17
Saldana, Ronald Tennis, Assistant	\$3,023	Season	8/7/17
Saldana, Ronald Tennis, Assistant	\$3,023	Season	2/13/18
Venega, Roland Basketball, Head Varsity	\$4,197	Season	11/6/17
Williams, Casey Baseball, Assistant	\$3,350	Season	2/13/18
<u>Savanna</u> Arevalos, Rudy Assistant Band Director	\$1,589	1 <sup>st</sup> Semester	8/7/17
Arevalos, Rudy Assistant Band Director	\$1,589	2 <sup>nd</sup> Semester	1/8/18
Sosa, Kristin Volleyball	\$3,715	Season	8/11/17
Sosa, Kristin Volleyball	\$3,715	Season	2/13/18
<u>Western</u> Bautista, Barrie Football, Asst. / Lower Level	\$1,511.50	Season	8/7/17
Chavez, Josue Football, Sophomore	\$3,350	Season	8/7/17
Hilliard, Darryl Basketball, Head Varsity, Boys	\$4,197	Season	8/7/17

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1. **Retirements/Resignations/Terminations, effective as noted:**

	<b><u>Location:</u></b>	<b><u>Effective:</u></b>
Adams, John Performing Arts Supervisor	Operations Department	05/24/2017
Chadwell, Krystina Instructional Assistant – Behavioral Support	Hope School	04/03/2017
Giang, Tony Food Service Assistant I	Orangeview Jr. High School	05/25/2017
Loch, Kelly Instructional Assistant – Medically Fragile/Orthopedically Impaired	Hope School	05/25/2017
Montano-Ochoa, Melissa Family and Community Engagement Specialist	Cypress High School	06/15/2017
Neri, Yazmin Family and Community Engagement Specialist	Loara High School	06/09/2017

2. **Employment, effective as noted:**

	<b><u>Range/Step:</u></b>	<b><u>Effective:</u></b>
<b>Permanent Employees:</b>		
Andrade-Saleh, Jazmin Instructional Assistant – Behavioral Support	51/01	05/22/2017
Estrada, Lisa Instructional Assistant – Behavioral Support	51/01	05/24/2017
Gallegos, Eleuterio Maintenance Plumber	59/06	07/17/2017
Meyers, Laurie School Library Media Technician	51/01	07/17/2017
Ramirez-Mercado, Hermoly Sr. Payroll Technician	59/03	07/03/2017
<b>Promotions:</b>		
Eichenauer, Michelle Sr. Administrative Assistant – Program Support	59/10	07/03/2017
Palos-Bergado, Lilia Sr. Administrative Assistant – School Support	59/09	07/03/2017

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Tovar, Eric Custodian	49/10	06/20/2017
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**Substitute Employees:**

Cielo-Cuautle, Guillermina Substitute Food Service Assistant I	41/01	05/31/2017
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3. **Workability, current minimum wage or stipend of \$256 effective as noted:**  
(Workability Grant Funds)

**Effective**

Carlos, Helen	06/01/2017
Chua, Hannah	06/23/2017
Cook, Kyle	06/23/2017
Gomez, Margarret	05/31/2017
Hadrous, Darian	06/22/2017
Hardaway, Zanai	06/13/2017
Le, Tristen	06/23/2017
Lopez, Eileen	06/20/2017
Mendoza, Samantha	06/26/2017
Reyes, Luis	06/22/2017
Romero, Dayana	06/23/2017
Zaman, Alya	06/22/2017

4. **Summer Employment other than Extended School Year, effective as noted:**

**Range/Step**

**Effective:**

Alvarez, Gemma Secretary – Attendance (Bilingual)	53/10	06/19/2017
Andrade, Rosalba Custodian	48/01	05/26/2017
Asturi, Victoria Custodian	48/01	06/20/2017
Ayala, Claudia Food Service Assistant I	41/06	06/19/2017
Banks, Landy Secretary – Attendance (Bilingual)	53/07	07/25/2017
Barraza, Isabel Food Service Assistant I	41/10	06/19/2017
Bevins, Stephen Athletic Facilities Worker II	52/01	07/03/2017

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Blumberg, Sandra Health Services Technician	51/10	07/24/2017
Cisneros, Lenore Instructional Assistant – Deaf/Hard of Hearing	51/03	07/24/2017
Eichenauer, Michelle Human Resources Technician	57/10	05/26/2017
Gaspar, Victor Custodian	48/01	05/26/2017
Guzman, Jojo Instructional Assistant – Specialized Academic Instruction	43/04	07/24/2017
Figueroa, Graciela Secretary – Attendance (Bilingual)	53/09	07/21/2017
Hughes, Eric Custodian	48/01	05/26/2017
Johnson, Dennis Instructional Assistant – Specialized Academic Instruction	43/10	07/24/2017
Laris, Josefina Secretary – Program Support (Bilingual)	53/10	06/19/2017
Lemus-Leon, Nancy Office Assistant - Bilingual	47/02	07/21/2017
Loth, Sandra Office Assistant	43/10	07/24/2017
Luebben-Morrill, David Grounds Maintenance Worker	49/01	06/12/2017
Magdaleno, Mario Warehouse Worker	51/01	07/05/2017
Martinez, Angelica Health Services Technician	51/10	07/21/2017
Monge, William Custodian	48/01	05/26/2017
Navarro, Monica Translator/Interpreter	53/01	06/05/2017
Park, Karen Secretary – Attendance (Bilingual)	53/03	07/24/2017

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Ramirez, Maria Translator/Interpreter	53/02	06/05/2017
Segura-Vazquez, Lizbeth Translator/Interpreter	53/05	06/05/2017
Villasenor, Jesus Translator/Interpreter	53/10	06/05/2017
Viramontes, Olivia Custodian	48/01	05/26/2017
Westphal, Cheryl Instructional Assistant – Specialized Academic Instruction	43/10	07/24/2017
Ylo, Geraldine Food Service Assistant I	41/06	05/26/2017

5. **Extended School Year Employment, effective as noted:**

	<b><u>Range/Step</u></b>	<b><u>Effective:</u></b>
Acevedo, Monica Instructional Assistant – Behavioral Support	51/04	06/05/2017
Aceves, Raquel Instructional Assistant – Special Abilities	51/07	06/05/2017
Agatep, Sherrie Instructional Assistant – Special Abilities	51/03	06/05/2017
Aguilera, Ernie Instructional Assistant – Special Abilities	51/07	06/05/2017
Alcala, Robert Instructional Assistant – Adult Transition	51/06	06/05/2017
Alvarado, Robert Instructional Assistant – Behavioral Support	51/10	06/05/2017
Arboleda, Hernando Instructional Assistant – Special Abilities	51/10	06/05/2017
Arechiga, Dagoberto Instructional Assistant – Behavioral Support	51/08	06/05/2017
Arechiga, Jacqueline Instructional Assistant – Special Abilities	51/03	06/05/2017
Armenta, Amber	51/02	06/05/2017

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Instructional Assistant – Behavioral Support

Armijo, Charles 51/10 06/05/2017  
Instructional Assistant – Behavioral Support

Arroyo, Andres 51/10 06/05/2017  
Instructional Assistant – Behavioral Support

Ascencio, Laura 51/10 06/05/2017  
Instructional Assistant – Behavioral Support

Bagaybagayan, Joseph 51/10 06/05/2017  
Instructional Assistant –  
Medically Fragile/Orthopedically Impaired

Barajas, Benjamin 51/10 06/05/2017  
Instructional Assistant – Special Abilities

Barbosa, Susana 51/10 06/05/2017  
Instructional Assistant – Adult Transition

Barraza, Mario 51/05 06/05/2017  
Instructional Assistant – Behavioral Support

Bates, Melissa 51/10 06/05/2017  
Instructional Assistant – Special Abilities

Bayuga, Nick 51/10 06/05/2017  
Instructional Assistant – Special Abilities

Beer-Goetz, Shanna 51/10 06/05/2017  
Instructional Assistant – Special Abilities

Bibian, Fernanda 51/02 06/05/2017  
Instructional Assistant – Behavioral Support

Brito, Carlos 51/10 06/05/2017  
Instructional Assistant – Special Abilities

Brodeske, James 51/04 06/05/2017  
Instructional Assistant – Special Abilities

Brodnick, Etsuko 51/10 06/05/2017  
Instructional Assistant – Adult Transition

Brown, Linda 51/10 06/05/2017  
Instructional Assistant – Behavioral Support

Bruch, Jason 51/02 06/05/2017  
Instructional Assistant – Behavioral Support

Burdick, Marlene 51/02 06/05/2017

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Instructional Assistant – Adult Transition

Bush, Dewayne 51/07 06/05/2017  
Instructional Assistant – Behavioral Support

Camacho, Gabriela 51/02 06/05/2017  
Instructional Assistant – Behavioral Support

Camire, Melory 51/10 06/05/2017  
Instructional Assistant – Special Abilities

Campos, Jessica 51/03 06/05/2017  
Instructional Assistant – Behavioral Support

Carmona, Ariana 51/05 06/05/2017  
Instructional Assistant – Behavioral Support

Carrasco, Efren 51/10 06/05/2017  
Instructional Assistant – Behavioral Support

Carrera, Maryanne 51/10 06/05/2017  
Instructional Assistant – Behavioral Support

Castaneda, Karen 51/02 06/05/2017  
Instructional Assistant – Adult Transition

Chadderton, Ryan 51/07 06/05/2017  
Instructional Assistant – Behavioral Support

Chavez, Maggen 51/03 06/05/2017  
Instructional Assistant – Behavioral Support

Collins, Heather 51/07 06/05/2017  
Instructional Assistant – Adult Transition

Coney-Gordon, Shantrise 51/04 06/05/2017  
Instructional Assistant – Adult Transition

Crocitto, Matthew 51/02 06/05/2017  
Instructional Assistant – Behavioral Support

Cyrus, Laurence 51/10 06/05/2017  
Instructional Assistant – Adult Transition

David, Diosdado 51/10 06/05/2017  
Instructional Assistant –  
Medically Fragile/Orthopedically Impaired

David, Glen 51/10 06/05/2017  
Instructional Assistant –  
Medically Fragile/Orthopedically Impaired



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Davis, Marvin Instructional Assistant – Behavioral Support	51/08	06/05/2017
Delgado, Angelica Instructional Assistant – Adult Transition	51/01	06/05/2017
Dodd, Timothy Instructional Assistant – Behavioral Support	51/05	06/05/2017
Drumm, Randal Instructional Assistant – Adult Transition	51/04	06/05/2017
Elias, Robert Instructional Assistant – Behavioral Support	51/02	06/05/2017
Elizondo, Breanna Instructional Assistant – Behavioral Support	51/01	06/05/2017
Escalera-Salas, Alex Instructional Assistant – Special Abilities	51/10	06/05/2017
Escobedo, Erin Instructional Assistant – Special Abilities	51/10	06/05/2017
Evans, Ellen Instructional Assistant – Special Abilities	51/10	06/05/2017
Farkas, Andrea Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/05	06/05/2017
Figueroa, Marlon Instructional Assistant – Behavioral Support	51/07	06/05/2017
Fish, Jason Instructional Assistant – Behavioral Support	51/07	06/05/2017
Flenory, Reginald Instructional Assistant – Behavioral Support	51/06	06/05/2017
Forbes, Brooks Instructional Assistant – Behavioral Support	51/03	06/05/2017
Fuller, Pamela Instructional Assistant – Behavioral Support	51/10	06/05/2017
Gallagher, Maureen Instructional Assistant – Special Abilities	51/10	06/05/2017
Garcia, Angie	51/02	06/05/2017

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Instructional Assistant – Behavioral Support

Garcia, Erika Instructional Assistant – Behavioral Support	51/10	06/05/2017
Garcia, Lorena Instructional Assistant – Behavioral Support	51/10	06/05/2017
Garcia, Matthew Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/04	06/05/2017
Gilday, Kam Instructional Assistant – Behavioral Support	51/08	06/05/2017
Gonzales, A Instructional Assistant – Medically Fragile/orthopedically Impaired	51/10	06/05/2017
Gonzalez, Annie Instructional Assistant – Special Abilities	51/10	06/05/2017
Gonzalez, Melinda Instructional Assistant – Adult Transition	51/01	06/05/2017
Gonzalez, Rene Instructional Assistant – Adult Transition	51/03	06/05/2017
Greco, Stefanie Instructional Assistant – Behavioral Support	51/06	06/05/2017
Harris, Ryutaro Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/10	06/05/2017
Harris, Shintaro Instructional Assistant – Special Abilities	51/10	06/05/2017
Hernandez, Amber Instructional Assistant – Adult Transition	51/07	06/05/2017
Hernandez, Adriana Instructional Assistant – Behavioral Support	51/04	06/05/2017
Hernandez, Jose Instructional Assistant – Behavioral Support	51/10	06/05/2017
Hernandez, Stephanie Instructional Assistant – Special Abilities	51/04	06/05/2017
Hicks, Vanessa	51/10	06/05/2017

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Instructional Assistant – Behavioral Support		
Higgins, Dorothea Instructional Assistant – Behavioral Support	51/06	06/05/2017
Hoang, Michelle Instructional Assistant – Behavioral Support	51/01	06/05/2017
Hodges, Anthony Instructional Assistant – Special Abilities	51/10	06/05/2017
Hoss, Craig Instructional Assistant – Behavioral Support	51/07	06/05/2017
Hunter, Justen Instructional Assistant – Adult Transition	51/03	06/05/2017
Jamerson, Sharon Instructional Assistant – Behavioral Support	51/10	06/05/2017
Jimenez-Santos, Maricruz Instructional Assistant – Behavioral Support	51/10	06/05/2017
Jojola, John Instructional Assistant – Behavioral Support	51/02	06/05/2017
Jusi, Rolando Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/10	06/05/2017
Kelly, Desiree Instructional Assistant – Special Abilities	51/04	06/05/2017
King, Fannie Instructional Assistant – Special Abilities	51/10	06/05/2017
Kirchner, Jaime Instructional Assistant – Behavioral Support	51/05	06/05/2017
La, Victor Instructional Assistant – Special Abilities	51/10	06/05/2017
Lindsay, Danielle Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/10	06/05/2017
Lopez, Arlene Instructional Assistant – Behavioral Support	51/04	06/05/2017
Luna, Gerasmio Instructional Assistant – Behavioral Support	51/01	06/05/2017

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Luna, Pamela Instructional Assistant – Special Abilities	51/10	06/05/2017
Ly, Lisa Instructional Assistant – Behavioral Support	51/10	06/05/2017
Lopez, Maritza Instructional Assistant – Behavioral Support	51/10	06/05/2017
Macedonio-Alonso, Nancy Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/03	06/05/2017
Machado, Carmen Instructional Assistant – Special Abilities	51/07	06/05/2017
Maguire, Eric Instructional Assistant – Behavioral Support	51/09	06/05/2017
Mancilla, Albino Instructional Assistant – Behavioral Support	51/02	06/05/2017
Mancilla, Monica Instructional Assistant – Special Abilities	51/09	06/05/2017
Maniscalco, Kimberly Instructional Assistant – Behavioral Support	51/03	06/05/2017
Manokoun, Billie Instructional Assistant – Behavioral Support	51/04	06/05/2017
Marshall, Francenia Instructional Assistant – Behavioral Support	51/05	06/05/2017
Martin, Dana Instructional Assistant – Behavioral Support	51/06	06/05/2017
Martinez, Janessa Instructional Assistant – Deaf/Hard of Hearing	51/05	06/05/2017
Martinez, Frank Instructional Assistant – Special Abilities	51/10	06/05/2017
McClendon, Latecia Instructional Assistant – Behavioral Support	51/04	06/05/2017
McCord, Jason Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/06	06/05/2017
McDermott, Shaughnessy	51/04	06/05/2017

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Instructional Assistant – Behavioral Support		
McKee, Sheryl Instructional Assistant – Behavioral Support	51/10	06/05/2017
Mendez, Milton Instructional Assistant – Adult Transition	51/01	06/05/2017
Mendoza, Ashley Instructional Assistant – Behavioral Support	51/02	06/05/2017
Mendoza, Brenda Instructional Assistant – Adult Transition	51/02	06/05/2017
Meneses, Dulce Instructional Assistant – Behavioral Support	51/03	06/05/2017
Mercado, Jonathan Instructional Assistant – Special Abilities	51/10	06/05/2017
Morales, Amber Instructional Assistant – Behavioral Support	51/10	06/05/2017
Morales-Blas, Cesar Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/05	06/05/2017
Morrell, Emily Instructional Assistant – Special Abilities	51/10	06/05/2017
Nash, Kenny Instructional Assistant – Behavioral Support	51/10	06/05/2017
Nauta, Kazuko Instructional Assistant – Special Abilities	51/10	06/05/2017
Nieto, Marta Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/07	06/05/2017
Novelo-Ramirez, Ricardo Instructional Assistant – Behavioral Support	51/01	06/05/2017
O’Campo, Elida Instructional Assistant – Adult Transition	51/10	06/05/2017
Orozco, Michael Instructional Assistant – Behavioral Support	51/03	06/05/2017
Owens, Cheyenne Instructional Assistant – Adult Transition	51/04	06/05/2017

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Pagenkopp, Terri Instructional Assistant – Adult Transition	51/10	06/05/2017
Parker, Andrya Instructional Assistant – Behavioral Support	51/10	06/05/2017
Perez, Carolina Instructional Assistant – Special Abilities	51/10	06/05/2017
Peterson, Ladonna Instructional Assistant – Special Abilities	51/10	06/05/2017
Pickel, Degala Instructional Assistant – Behavioral Support	51/04	06/05/2017
Piro, Lesley Instructional Assistant – Special Abilities	51/09	06/05/2017
Porras, Carlos Instructional Assistant – Behavioral Support	51/06	06/05/2017
Preston, Ruthie Instructional Assistant – Behavioral Support	51/02	06/05/2017
Ragazzo, Alexa Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/03	06/05/2017
Ramirez, Paul Instructional Assistant – Adult Transition	51/05	06/05/2017
Ramos, Jose Instructional Assistant – Behavioral Support	51/04	06/05/2017
Rasanen, Erik Instructional Assistant – Behavioral Support	51/02	06/05/2017
Reyes, Ann Instructional Assistant – Adult Transition	51/04	06/05/2017
Reyes, Gerardo Campus Safety Aide	41/10	06/05/2017
Reyes, Maria Instructional Assistant – Behavioral Support	51/03	06/05/2017
Rios, Sergio Instructional Assistant – Behavioral Support	51/05	06/05/2017
Rivera, Yvette Instructional Assistant – Behavioral Support	51/08	06/05/2017

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Rodriguez, Gladys Office Assistant - Bilingual	57/10	06/23/2017
Ruiz, Jose Instructional Assistant – Special Abilities	51/03	06/05/2017
Ruvalcaba, Lizette Instructional Assistant – Special Abilities	51/10	06/05/2017
Rwakatare, Gail Instructional Assistant – Special Abilities	51/10	06/05/2017
Salazar, Elizabeth Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/05	06/05/2017
Sandoval, Vanessa Instructional Assistant – Adult Transition	51/10	06/05/2017
Serrao, Vincent Instructional Assistant – Behavioral Support	51/05	06/05/2017
Slaughter, Tanisha Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/02	06/05/2017
Smith, Debi Instructional Assistant – Behavioral Support	51/10	06/05/2017
Jessica Smith Instructional Assistant – Behavioral Support	51/04	06/05/2017
Sorensen, Dane Instructional Assistant – Behavioral Support	51/05	06/05/2017
Stuesser, John Instructional Assistant – Special Abilities	51/10	06/05/2017
Tannar, Stacy Instructional Assistant – Behavioral Support	51/05	06/05/2017
Tapia, Jacqueline Instructional Assistant – Behavioral Support	51/01	06/05/2017
Tawfik, Dalia Instructional Assistant – Special Abilities	51/07	06/05/2017
Tejeda, Louie Instructional Assistant – Special Abilities	51/06	06/05/2017
Tran, Trung Instructional Assistant – Adult Transition	51/05	06/05/2017

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Trujillo, Jose Instructional Assistant – Adult Transition	51/09	06/05/2017
Turner, Vicki Instructional Assistant – Special Abilities	51/10	06/05/2017
Valladares, Juliana Instructional Assistant – Behavioral Support	51/06	06/05/2017
Vanroom, Ann Marie Instructional Assistant – Behavioral Support	51/04	06/05/2017
Vautrin, Stephen Instructional Assistant – Deaf/Hard of Hearing	51/10	06/05/2017
Vega, Emily Instructional Assistant – Behavioral Support	51/03	06/05/2017
Velazquez, Adele Instructional Assistant – Behavioral Support	51/02	06/05/2017
Ventura, Shannon Instructional Assitant – Behavioral Support	51/10	06/05/2017
Vigoren, Melissa Instructional Assistant – Special Abilities	51/10	06/05/2017
Viles, Charles Instructional Assistant – Adult Transition	51/08	06/05/2017
Villicana, Jesica Instructional Assistant – Behavioral Support	51/06	06/05/2017
Villicana, Pedro Instructional Assistant – Behavioral Support	51/02	06/05/2017
Viramontes, Daisy Instructional Assistant – Behavioral Support	51/04	06/05/2017
Williams, Ann Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/10	06/05/2017
Williams, Carolyn Instructional Assistant – Special Abilities	51/10	06/05/2017
Winter, Branden Instructional Assistant – Adult Transition	51/04	06/05/2017
Wolf, Ted Instructional Assistant – Behavioral Support	51/06	06/05/2017



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Wray, John Instructional Assistant – Behavioral Support	51/10	06/05/2017
Zambrano, Yvette Instructional Assistant – Adult Transition	51/03	06/05/2017

**6. Classified Salary Changes:**

Approve the revised salary range for the classification of Assessment and Evaluation Technician, from CSEA/57 to CSEA/62, effective, July 1, 2017. The rationale for this recommendation, from 12/6/16 Personnel Commission meeting, is attached.

# Attachment 1

**PERSONNEL COMMISSION  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
Regular Meeting: Tuesday, December 6, 2016**

**SUBJECT: 2016 AUHSD Classified Workforce Salary Study Findings & Recommendations**

**BACKGROUND INFORMATION:**

The Executive Director of Classified Personnel, Brandon Tietze, has been discussing preliminary findings and recommendations for the 2016 classified workforce salary study since the January 12, 2016 Personnel Commission meeting. Over the following twelve months the findings and recommendations were further discussed, refined, and revised. Below is a summary of the Personnel Commission meetings that have occurred with discussion related to the salary study:

<b>PC Meeting Date</b>	<b>What Occurred</b>
1/12/16	- A Plan is recommended to fix the salary schedule calculations and place all classified positions above the middle of their market based on Base Salary only - Announced that the pending results are available online for employee feedback - Number of classified positions found to be under market = 27
2/9/16	- Clarification on the salary analysis strategy is provided - Noted that additional classifications are still be added
3/8/16	- Updated salary information for eight (8) agencies in market that increased salaries - Number of classified positions found to be under market = 37
6/14/16	- Salary increases are recommended for 30 classifications to maintain External alignment with market
7/12/16	- Salary increases are recommended for 19 classifications to maintain Internal alignment within AUHSD - Salary increase recommended for one (1) additional classifications to maintain External alignment with market - HR Process Guide for Salary Analysis provided
9/13/16	- Salary increases are recommended for two (2) additional classifications to maintain Internal alignment within AUHSD - Clarification provided on salary recommendations made thus far - Number of External alignment classifications recommended for increase = 26 - Number of Internal alignment classifications recommended for increase = 25
11/8/16	- Update provided on analysis of total compensation requested by the Board for consideration in the salary study - Presentation and discussion conducted on differences between Base salary analysis and Total Compensation analysis

Throughout November additional analysis was performed based on collaboration with the Assistant Superintendent of Business Services (ASBS) and needs determined by the Executive Director of Classified Personnel. The intent of the collaboration was to reach reasonable agreement on the technical aspects of how salary was analyzed so that the eventual focus could be on what to do about the findings rather than questioning the findings themselves.

**METHODOLOGY:**

In carrying out the revisions to the salary study findings and through collaboration with fiscal leadership, staff conducted the following activities:

- Updated salary information for 15 agencies in the market that have increased salaries
- Made the following adjustments based on collaboration with ASBS
  - Analyzed total compensation in market, including benefits and longevity
  - Included total compensation data in the analysis
  - Adjusted the weighting of the health benefits analysis to align with AUSHD with approximately 37.5% in an HMO plan and 62.5% in a PPO plan
  - Agreed to use lowest HMO plan of the agency rather than Kaiser plan for benefits analysis

## **ANALYSIS:**

In carrying out this updated analysis, staff conducted the following activities:

- Compared basic function, duty statements, qualifications, and minimum and maximum salary, across 114 classifications.
- Calculated the following statistical findings:
  - Market average for health benefits, including single and family rates for HMO and PPO plans
  - Market median for health benefits, including single and family rates for HMO and PPO plans
  - Market average for dental and vision benefits, including single and family rates for HMO plan
  - Market median for dental and vision benefits, including single and family rates for HMO plan
  - Market average for longevity % provided at 15 or 16 years
  - Market median for longevity % provided at 15 or 16 years
  - Market average for longevity amount provided at 15 or 16 years
  - Market median for longevity amount provided at 15 or 16 years
  - % of market agencies below AUHSD for salary and qualifications
  - % AUHSD is from market average for salary and qualifications
  - % AUHSD is from market median for salary and qualifications
  - % AUHSD is from market combined average and median for salary and qualifications
  - Overall combined % AUHSD is from the market for salary and qualifications
  - The market combined minimum qualification (CMQ) for all observed positions

## **DISCUSSION:**

Overall, AUHSD is compensating its classified employees very well as most analyzed positions were concluded to be a healthy degree above the middle of their respective market. Notably, the analysis on total compensation has found that AUHSD is at the top of market in health, dental, and vision benefits and above market in longevity pay at the 15/16 year date. The results (see attached) indicate that AUHSD is essentially above market around \$384 for non-management positions and \$483 for management positions. These amounts ultimately act as a "benefits bonus" in terms of total compensation whereby the advantage of high benefits can arguably counteract the disadvantage of low base salary. For example, if the base salary for a classification is found to be \$300 under market, the benefits bonus of \$384 would theoretically raise the salary back up to \$84 above market ( $-\$300 + \$384 = \$84$ ). It would be a great disservice to AUHSD to not give weight and credit to the cost of the benefits and longevity provided.

Considering AUHSD's top of the market benefits package, it would be arguably negligent for the salary study not to include total compensation. In the current health insurance market, AUHSD is paying a steep price to cover employee benefits. The Executive Director of Classified Personnel fully supports using total compensation for all classified salary analysis moving forward as long as AUHSD is significantly above market with benefits.

With the inclusion of total compensation in the salary study the number of positions found to be under market has decreased significantly. Based on base salary analysis alone, 43 classified positions were found to be under market, while only 14 are under market with total compensation analysis. Notably, a significant majority of the AUHSD workforce receives both top of the market benefits and above market salary, while the 43 positions identified do not. These positions receive the top of the market benefits, but are under market with salary.

At the November PC meeting, the Executive Director discussed the inequity of the 43 classifications, represented by less than 10% of the workforce, not receiving the same compensation standard as the rest of the workforce. The Director recommended that the compensation strategy include eventual increases for the 43 classified positions so that the entire classified workforce would at last be receiving the same standard. However, due to budget constraints, the Director acknowledged that those below market based on total compensation should be addressed before those below market with base salary alone as those individuals are arguably above market with the benefits bonus. However, the financial health of the District is the top priority and all salary increases should be weighed against potential additional reductions in the future.

**RECOMMENDATION:**

Since the November PC meeting, more information has become available regarding AUHSD’s budget concerns, which will have a significant impact on funding available for salary increases. The obligation of the PC is to recommend salary changes that maintain external and internal alignment. In lieu of the budget concerns, the Executive Director is modifying recommendations to prioritize two different levels of recommendations in terms of the financial health of the District. Please note that the estimated fiscal impact is higher than the likely actual impact to the general fund, which is estimated to be 20-30% less based on calculations provided by the business department. For example, if the fiscal impact is listed as \$100,000 the true cost to the general fund is more likely around \$70,000-\$80,000.

The first and highest Priority Group (#1) represents those who are currently paid under market even with all total compensation factored in. The second Priority Group (#2) represents those who are under market in terms of base salary alone and those who are internally aligned with any positions found to be under market.

- 1) **IF THERE ARE LOW FUNDS AVAILABLE FOR SALARY INCREASES** - The Director recommends that the Commission approve recommending the following salary range modifications to the Board of Trustees to be approved after the bargaining units have provided consent:

<b>(TOTAL COMP) External Alignment - Non-Management</b>				
Classification	# of Employees in Classification	Current Range	Recmnd Modified Range	Estimated Total Annual Fiscal Impact for all in Classification
Assessment & Evaluation Technician	1	57	<b>59</b>	\$3,823
HVAC-Energy Mgmt Control Systems	5	61	<b>62</b>	\$18,989
Webmaster	1	61	<b>64</b>	\$6,590
<b>TOTAL</b>				<b>\$29,312</b>

<b>(TOTAL COMP) External Alignment - Management</b>				
Classification	# of Employees in Classification	Current Range	Recmnd Modified Range	Estimated Total Annual Fiscal Impact for all in Classification
Accounting Manager	1	M16	<b>M20</b>	\$11,701
Asst. Director - Nutrition Services	1	M19	<b>M21</b>	\$4,791
Controller	1	M37	<b>M38*</b>	\$12,537/2=\$6,268
Director of Business Operations	1	M37	<b>M38*</b>	\$12,537/2=\$6,268
Director of Purchasing	1	M36	<b>M37*</b>	\$12,185/2=\$6,092
Employee Relations Analyst	1	M09	<b>M11</b>	\$4,775
HR Analyst	2	M09	<b>M12</b>	\$14,528
Maintenance Manager	1	M13	<b>M16</b>	\$8,597
Operations Supervisor	1	M08	<b>M13</b>	\$12,242
Payroll Supervisor	1	M09	<b>M13</b>	\$9,738
Risk Manager	1	M19	<b>M22</b>	\$8,217
<b>TOTAL</b>				<b>\$93,218</b>

\*Recommend creating new range between next lower salary range for more accurate target increase

- 2) **IF THERE ARE SUFFICIENT FUNDS AVAILABLE FOR SALARY INCREASES** - The Director recommends that the Commission approve recommending the following salary range modifications to the Board of Trustees to be approved after the bargaining units have provided consent for the non-management recommendations:

**(BASE SALARY) External Alignment - Non-Management**

Classification	# of Employees in Classification	Current Range	Recmnd Modified Range	Estimated Total Annual Fiscal Impact for all in Classification
Assessment & Evaluation Technician	1	57	<b>62</b>	\$11,701
Auditorium Operations Technician	4	53	<b>55</b>	\$14,171
Campus Safety Aide	43	41	<b>43</b>	\$75,508
Child Welfare and Attendance Liaison	1	51	<b>54</b>	\$5,260
Credentials Technician	3	57	<b>58</b>	\$5,056
Electronics Technician	2	59	<b>61</b>	\$8,257
Event/Facility Attendant	1	48	<b>50</b>	\$1,312
HVAC-Energy Mgmt Control Systems	5	61	<b>62</b>	\$18,989
Information Systems Specialist I	2	59	<b>61</b>	\$8,257
Maintenance Painter	1	57	<b>59</b>	\$3,821
Maintenance Plumber	3	59	<b>60</b>	\$6193
Senior Credentials Technician	1	59	<b>61</b>	\$4,128
Senior Executive Assistant	1	67	<b>68</b>	\$2,533
Senior Warehouse Worker - Central	1	55	<b>56</b>	\$1,859
Senior Warehouse Worker - Nutrition	1	55	<b>56</b>	\$1,859
Systems Administrator	1	76	<b>77</b>	\$3,162
Technology Services Technician	21	57	<b>58</b>	\$40,273
Webmaster	1	61	<b>64</b>	\$6,590
<b>TOTAL</b>				<b>\$264,759</b>

**(BASE SALARY) External Alignment - Management**

Classification	# of Employees in Classification	Current Range	Recmnd Modified Range	Estimated Total Annual Fiscal Impact for all in Classification
Accounting Manager	1	M16	<b>M22</b>	\$17,509
Asst. Director - Nutrition Services	1	M19	<b>M24</b>	\$12,268
Controller	1	M37	<b>M38</b>	\$12,537
Director of Business Operations	1	M37	<b>M38</b>	\$12,537
Director of Purchasing	1	M36	<b>M37</b>	\$12,185
Director of Transportation	1	M36	<b>M37</b>	\$12,185/2=\$6,092
Employee Relations Analyst	1	M09	<b>M13</b>	\$9,735
Food Service Operations Supervisor	3	M11	<b>M14</b>	\$23,497
Graphic Production Manager	1	M09	<b>M12</b>	\$7,261
HR Analyst	2	M09	<b>M14</b>	\$25,209
Maintenance Foreman	1	M06	<b>M09</b>	\$8,711
Maintenance Manager	1	M13	<b>M18</b>	\$14,786
Operations Supervisor	1	M08	<b>M16</b>	\$20,832
Payroll Supervisor	1	M09	<b>M15</b>	\$15,459
Performing Arts Supervisor	1	M07	<b>M08</b>	\$1,946
Plant Manager I	11	M02	<b>M03</b>	\$24,638
Risk Manager	1	M19	<b>M24</b>	\$12,268
Warehouse Supervisor	1	M07	<b>M08</b>	\$1,976
<b>TOTAL</b>				<b>\$259,748</b>

\*Recommend creating new range between next lower salary range for more accurate target increase

Internal Alignment - Non-Management					
Classification	# of Employees in Classification	Internally Aligned Classification that is Below External Market	# of Ranges Below Market	Recmnd Modified Range	Estimated Total Annual Fiscal Impact for all in Classification
Athletic Facilities Technician	1	Maint. Painter	1	<b>58</b>	\$5,622
Benefits Technician	1	Credential Tech	1	<b>58</b>	\$1,918
Equipment Repair Mechanic	1	Maint. Group	1	<b>56</b>	\$1,859
Food Service Equipment Tech	1	Maint. Group	1	<b>62</b>	\$3,777
HR Technician	4	Credential Tech	1	<b>58</b>	\$7,671
Info. Systems Specialist II	1	Info. Systems Specialist I	1	<b>64</b>	\$2,284
Instrument Repair Technician	1	Maint. Group	1	<b>62</b>	\$3,777
Light Duty Mechanic	1	Maint. Group	1	<b>54</b>	\$2,459
Maint. Floor/Plaster Worker	1	Electronics Tech	1	<b>60</b>	\$2,064
Maintenance Carpenter	3	Electronics Tech	1	<b>60</b>	\$6,193
Maintenance Electrician	1	Maint. Group	1	<b>62</b>	\$3,777
Maintenance Glazier	1	Maint. Group	1	<b>58</b>	\$1,918
Maintenance Locksmith	2	Electronics Tech	1	<b>60</b>	\$4,128
Maintenance Plumber	8	Electronics Tech	1	<b>60</b>	\$16,513
Maintenance Service Worker	12	Maint. Group	1	<b>54</b>	\$29,513
Maintenance Welder/Fabricator	1	Maint. Group	1	<b>62</b>	\$3,777
Mechanic	5	Maint. Group	1	<b>62</b>	\$18,885
Risk Management Technician	1	Credential Tech	1	<b>58</b>	\$1,918
Shop Equipment Repair Tech	1	Electronics Tech	1	<b>60</b>	\$2,064
Warehouse Worker - Central Services	6	Sr. Warehouse Worker	1	<b>52</b>	\$3,338
Warehouse Worker - Nutrition Services	6	Sr. Warehouse Worker	1	<b>52</b>	\$2,503
<b>TOTAL</b>					<b>\$113,281</b>

Internal Alignment - Management					
Classification	# of Employees in Classification	Internally Aligned Classification that is Below External Market	# of Ranges Below Market	Recmnd Modified Range	Estimated Total Annual Fiscal Impact for all in Classification
Plant Manager II	8	Plant Manager I	1	<b>M05</b>	\$19,910
<b>TOTAL</b>					<b>\$19,910</b>

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


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**BOARD OF TRUSTEES  
Minutes  
Thursday, June 8, 2017**


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**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 4:00 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 Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the agenda.

**3. FACILITIES UPDATE STUDY SESSION**

A study session regarding the District's construction program and an update by the law firm of Atkinson, Andelson, Loya, Ruud & Romo on the lease-leaseback delivery method for use on future projects was provided.

**4. RECONVENE MEETING, PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE****4.1 Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:04 p.m.

**4.2 Pledge of Allegiance and Moment of Silence**

Board of Trustees President Anna L. Piercy led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

**5. 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 21<sup>st</sup> century.

In addition, Board of Trustees' President Piercy introduced Jackie Brock, CSEA president; Cheryl Ing, ASCPTA president; and Marco Rivas, DELAC president.



6. **RECOGNITION**

**Orange County Music and Arts Administrators**

The Board of Trustees recognized Brian Belski, Savanna High School teacher, for being the recipient of the High School, Instrumental Music Award at the 2017 Music and Arts Educators Awards by the Orange County Department of Education. The Orange County Music and Arts Administrators present prestigious awards to honor the accomplishments of teachers who make a difference in the lives of students through arts education.

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

- 7.1 Adela G. Lopez, Los Amigos Education Committee Chair, spoke on the LCAP process, which she participated in the Pupil Engagement group. She will also share the process with Los Amigos Education Committee and thanked everyone for allowing her to participate.
- 7.2 Cheryl Ing, ASCPTA president, voiced concerns and perspective as a parent of the LCAP process. Additionally, she thanked the District for the learning experience.
- 7.3 Marco Rivas, DELAC president, shared his LCAP experience and how he enjoyed the inclusiveness. In addition, he thanked everyone for making parents feel like they belong. He said AUHSD is leading the way and AUHSD will always have a friend in him.

8. **ITEMS OF BUSINESS**

**EDUCATIONAL SERVICES**

8.1 **Presentation, Local Control and Accountability Plan (LCAP) and Annual Update**

Background Information:

The LCAP and annual update provides details regarding the District's actions and expenditures to support pupil outcomes and overall performance pursuant to California Education Code Sections 52060, 52066, 47605, 47605.5, and 47606.5. California Education Code Section 52060 requires the governing board of each school district to adopt the LCAP and annual update using a template adopted by the State Board of Education. School districts must also ensure that teachers, principals, administrators, and other school personnel, as well as local bargaining units, parents, and pupils were consulted in the development of the 2017-18 LCAP, and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2016-17 year.

Current Consideration:

Manuel Colón, chief academic officer, Educational Services, and staff will present the LCAP and annual update to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

## 8.2 **Public Hearing, Local Control and Accountability Plan (LCAP) and Annual Update**

### Background Information:

The LCAP and annual update provides details regarding the District's actions and expenditures to support pupil outcomes and overall performance pursuant to California Education Code Sections 52060, 52066, 47605, 47605.5, and 47606.5. California Education Code Section 52060 requires the governing board of each school district to adopt the LCAP and annual update using a template adopted by the State Board of Education. School districts must also ensure that teachers, principals, administrators, and other school personnel, as well as local bargaining units, parents, and pupils were consulted in the development of the 2017-18 LCAP, and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2016-17 year.

### Current Consideration:

Notice of the public hearing was posted in three public places in our District, ten days prior to this public hearing. The proposed LCAP is available for public inspection in the Educational Services Department, Monday through Friday, June 5, 2017, through June 15, 2017, 7:45 a.m. to 4:15 p.m. The purpose of the public hearing is to allow the public an additional opportunity to speak on the District's LCAP and annual update.

### 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, it was recommended that the Board formally open a public hearing to provide the public with an opportunity to speak on the LCAP and annual update at 7:20 p.m.

There were no requests to speak.

Board President Piercy closed the public hearing at 7:20 p.m.

## **BUSINESS SERVICES**

## 8.3 **Public Hearing, 2017-18 Proposed Budget**

### Background Information:

The Board of Trustees was requested to open a public hearing on the 2017-18 proposed budget. Education Code Section 42103 requires the governing board of each school district to hold a public hearing on the proposed budget for its district. The public hearing should be held on, or before, July 1, 2017, and should be held at least three days following availability of the proposed budget for public inspection. At the hearing, any resident of the District has an opportunity to appear and comment on the budget. The budget will not be considered for adoption by the Board of Trustees until after the public hearing has been held.

### Current Consideration:

Jennifer Root, assistant superintendent, Business Services, and staff presented the 2017-18 proposed budget.

The final budget (All Funds) will be presented to the Board for adoption on June 15, 2017. The Board was required to hold this public hearing before such adoption.

Budget Implication:

There is no impact on the budget.

Action:

Although this is an information item only, requiring no formal action by the Board of Trustees, Board President Piercy formally opened a public hearing to provide the public an opportunity to speak on the 2017-18 proposed budget at 8:23 p.m.

There were no requests to speak.

Board President Piercy closed the public hearing at 8:23 p.m.

8.4 **Purchase and Sale Agreement for Portable Buildings, Glendale Unified School District**

Background Information:

The District is preparing to undertake a new wave of Measure H projects that will require displacing students and staff on an interim basis, while construction work is being performed at the school site. One of the many projects that will require interim housing is the project that will modernize and construct a new classroom and administration building at Dale Junior High School. The District plans on installing and certifying many portable buildings that will serve as interim housing. This action will ensure that students and staff are properly housed during construction.

Current Consideration:

The District contacted Glendale Unified School District (GUSD) to inquire about portable buildings throughout its campuses that would soon be subject to surplus. In anticipation of considerable savings to our District, staff met with GUSD representatives to identify the portable buildings that would be suitable for use at Dale Junior High School, and subsequently, at other District school sites for interim housing use. The portable buildings will be certified by the Division of the State Architect upon relocation to our District. Pursuant to California Education Code Section 17540, school districts are authorized to buy or sell personal property from or to other districts without advertisement or receipt of bids, by action of their governing boards.

The twenty-seven relocatable buildings that were identified for use at our District are:

- Two–12' x 40' restroom buildings
- Four–24' x 60' buildings
- Twenty-one–24' x 40' buildings

Budget Implication:

The purchase price of the twenty-seven portable buildings is \$27. (Measure H Fund)

Action:

On the motion of Trustee O'Neal, following discussion, the Board of Trustees approved the purchase and sale agreement with Glendale Unified School District.

9. **CONSENT CALENDAR**

**BUSINESS SERVICES**

**Award of Bid**

The Board of Trustees discussed and awarded the bid as listed.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2017-19	Modular Buildings Relocation (Measure H Fund)	Oceanstate Development, Inc.	\$194,350

10. **ADVANCE PLANNING**

10.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, June 15, 2017, at 6:00 p.m.

Thursday, July 13  
Thursday, August 10  
Thursday, September 7

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

10.2 **Suggested Agenda Items**

There were no suggested agenda items.

11. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:58 p.m.

Approved \_\_\_\_\_  
Clerk, Board of Trustees

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, [www.auhsd.us](http://www.auhsd.us)

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**BOARD OF TRUSTEES**  
**Minutes**  
**Thursday, June 15, 2017**

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**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 2:30 p.m.

Present: Anna L. Piercy, president; Katherine H. Smith, clerk; Al Jabbar, assistant clerk; Brian O'Neal and Annemarie Randle-Trejo, members; Michael B. Matsuda, superintendent, Brad Jackson, and Jennifer Root, assistant superintendents; and Jeff Riel, District counsel.

Absent: Jaron Fried, Ed.D., assistant superintendent

2. **ADOPTION OF AGENDA**

Staff requested the following amendments to the agenda:

- EXHIBIT N, pull exhibit
- EXHIBIT PPP, replace Page 12

On the motion of Trustee O'Neal, duly seconded and unanimously carried, 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 2:33 p.m.

Trustee Randle-Trejo entered closed session at 2:34 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 6:04 p.m.

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

Board President Anna L. Piercy led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

### 5.3 **Closed Session Report**

Board Clerk Smith reported the following actions taken during closed session.

- 5.3.1 The Board of Trustees took formal action, with a 5-0 vote, to extend the superintendent's contract for one year.
- 5.3.2 No reportable action taken regarding anticipated litigation.
- 5.3.3 The Board of Trustees took formal action, with a 5-0 vote, to accept the settlement on Claim AUHSD 15-09, Tort Claim #362.
- 5.3.4 The Board of Trustees with a vote of 5-0, approved a settlement agreement in this matter resolving all outstanding issues by providing \$175 in reimbursement.
- 5.3.5 No reportable action taken regarding negotiations.
- 5.3.6 No reportable action taken regarding personnel.
- 5.3.7 The Board of Trustees took formal action, with a 5-0 vote, to accept the settlement agreement for employee HR-2016-17-19.
- 5.3.8 The Board of Trustees took formal action, with a 5-0 vote, to accept the settlement agreement for employee HR-2016-17-20.
- 5.3.9 The Board of Trustees took formal action, with a 5-0 vote, to make the following assistant principal appointments.
  - Liberato Figueroa, South Junior High School
  - Dale Miller, Anaheim High School
  - David Olea, Katella High School
  - Mary Ellen Park, South Junior High School
  - Sean Pfeiffer, Kennedy High School
  - Imelda Philips, Brookhurst Junior High School
- 5.3.10 The Board of Trustees took formal action, with a 5-0 vote, to make the following principal appointments.
  - Alicia Baillie, Oxford Academy
  - Jennifer Gladysz-Brown, Walker Junior High School
  - Refugio Gracian, Orangeview Junior High School
  - Regina Zurbano, Kennedy High School
- 5.3.11 The Board of Trustees took formal action, with a 5-0 vote, to appoint Renae Bryant as director, English learner and multilingual services.
- 5.3.12 The Board of Trustees took formal action to approve the expulsion of student 16-43 under Education Code 48900(c) and 48915 (a)(3).

## 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 21<sup>st</sup> century.

In addition, Board of Trustees' President Piercy introduced Sharon Yager, CSEA representative, Larry Larsen, Oversight Committee member, Claudia Peña, representative for Assemblywoman Sharon Quirk-Silva; and Rachel Rolnicki, representative for Congressman Lou Correa.

## 7. BOARD OF TRUSTEES' RECOGNITION

### 7.1 **Orange County Department of Education (OCDE) English Learner Success Award Recipients**

The Board of Trustees recognized Carlos H. Hernandez, family and community engagement specialist, Oxford Academy and Hope School, as well as Esther Park, District Korean interpreter/translator, who were honored as the AUHSD District awardees at the 5<sup>th</sup> Annual Orange County Department of Education (OCDE) Language Learner Celebration held on May 11, 2017, at the Marconi Automotive Museum in Tustin. The Board also recognized Diana Fujimoto, curriculum specialist, District English Learner Services for her nomination for the OCDE county awardee. This event is a county-wide opportunity to recognize and commend the achievements of our Orange County community in meeting the needs of all language learners, as well as promoting and valuing multi-literacy.

### 7.2 **Multi-literacy Award, Oxford Academy Student**

The Board of Trustees recognized Emily Kim, graduating senior from Oxford Academy, for her outstanding achievement in mastering four languages. This is the second year this award has been bestowed on a multi-lingual, multi-literate student who has met the criteria for the State Seal of Biliteracy in English and three or more other languages.

### 7.3 **Orange County Music and Arts Administrators**

The Board of Trustees recognized Vanessa Montgomery, Loara High School teacher, for being the recipient of the Secondary Theater Educator of the Year at the 2017 Music and Arts Educators Awards by the Orange County Department of Education. The Orange County Music and Arts Administrators present prestigious awards to honor the accomplishments of teachers who make a difference in the lives of students through arts education.

### 7.4 **Kennedy High School, Every 15 Minutes Supporters**

The Board of Trustees recognized the following individuals that helped make the Every 15 Minutes Program at Kennedy High School a successful event. The Every 15 Minutes Program offers students a real-life experience without the real-life risks. This emotionally charged program is an event designed to dramatically instill teenagers with the potentially dangerous consequences of drinking alcohol while driving. This powerful program challenges students to think about drinking while driving and the responsibility of making mature decisions when lives are involved. The following individuals provided outstanding contributions to this event and their involvement made a tremendous difference in the success of the Every 15 Minutes Program.

Joseph Aragona, La Palma Community Foundation Board Member  
Lauree Aragona, La Palma Community Foundation Vice President  
Mackenzie Cook, Community Member  
Lori Dinwiddie, Community Member

Anthony Ferrari, Community Member  
Annie Grommet, Perfect Harmony Booster Club President  
Terry Kim, La Palma Chief of Police  
Sammie Sias, Community Member  
Michele Steggell, La Palma Community Foundation President and Mayor of La Palma

## 8. **REPORTS**

### 8.1 **Reports of Associations**

There were no reports.

### 8.2 **Parent Teacher Student Association (PTSA) Reports**

There were no reports.

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

- 9.1 Ron Flores, Western High School alumni association president, expressed his disappointment in the system in place for alumni associations. He submitted a Standard Operating Procedure (SOP), and requested the Board consider it.
- 9.2 Nativo Lopez, private consultant with the Hermandad Mexicana Humanitarian Foundation, said he's speaking on behalf of parents regarding the demographics of Oxford Academy. He believes there is discrimination, and is requesting a meeting with the superintendent.
- 9.3 Noe Granados, Anaheim High School student, presented a civic engagement project and provided the Board with a petition containing 1,200 signatures requesting funding from the California Department of Education for more instructional aides in the classroom, instructional materials for teachers, and smaller class sizes.

## 10. **PRESENTATION**

### **District English Learner Advisory Committee (DELAC)**

#### Background Information:

In compliance with state regulations, DELAC must advise the Board of Trustees on the programs and procedures related to the implementation of the English Learner Program. Parent input and needs are gathered and addressed by the English Learner Services staff at DELAC meetings. Annually, the DELAC executive committee advises the Board of Trustees directly on the needs of the English learner students.

#### Current Consideration:

The DELAC executive committee along with the English Learner Services staff will present the annual report to the Board of Trustees, as required by state statute. The DELAC report will advise the Board of Trustees on required tasks, which include the District's plan and goals for services, needs assessment, teacher and paraprofessional qualifications, annual language census, procedures for reclassification, as well as written notifications.

#### 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-24, Authorization of Approval of Vendor Claims/Orders**

Background Information:

The District has been using the Orange County Department of Education's (OCDE) financial system since July 1, 2001. While the District's accounting department enters the vendor claims/orders for payment, OCDE is responsible for processing the physical warrant, or the electronic transfer. Before OCDE will do this process, a District administrator must approve the claims/orders for payment. OCDE requires a resolution stating the names of the administrators authorized to approve the issuance of warrants or electronic transfers.

Current Consideration:

This resolution will authorize Jennifer Root, Karen Orr, and Jeri Chinarian to approve vendor claims/orders and payments electronically. All previous authorizations are rescinded.

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-B-24. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.2 **Resolution No. 2016/17-B-25, General Fund; Resolution No. 2016/17-B-26, Various Funds; and Proposed Budget (All Funds)**

Background Information:

The Board of Trustees must adopt a budget for the next fiscal year by July 1, 2017, per Education Code Section 42127(a). The Board has a fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. The District submitted a detailed list of methods of acquiring such funds for Board approval as part of the 2017 Second Interim Report. As a part of the proposed budget, updates to the Anaheim Union High School District Budget Stabilization Plan will be presented.

Current Consideration:

After thorough analysis and review, the 2016-17 budget was updated from the Second Interim Report, which was presented and approved by the Board of Trustees at its March 7, 2017, regular meeting. Per Education Code Sections 42600 and 42601, all adjustments to the current budget must be approved by a resolution of the Board of Trustees. Resolution No. 2016/17-B-25 summarizes adjustments to the General Fund and Resolution No. 2016/17-B-26 summarizes adjustments to all other funds.

Budget Implication:

As part of the annual budget reporting process, budget adjustments are made to revenue, expenditures, and fund balances. Resolution No. 2016/17-B-25, General Fund, and Resolution No. 2016/17-B-26, Various Funds, authorize budget adjustments per Education Code Sections 42600 and 42601.

Action:

1. On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-B-25. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

2. On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-B-26. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

3. On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2016/17-B-27. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.3 **Resolution No. 2016/17-B-27, Education Protection Account**

Background Information:

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increases the state sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education, and community college districts are required to determine how the monies received from the Education Protection Account (EPA) are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators, or any other administrative costs, for the years 2012-13 through 2017-18.

Current Consideration:

The new revenues generated from Proposition 30 are deposited into a state account named the Education Protection Account (EPA). School districts, county offices of education, charter schools, and Local Educational Agencies (LEAs) will receive funds from the EPA based on their proportionate share of the state-wide revenue limit amount, including charter school general purpose funding. A corresponding reduction is made to an LEA's revenue limit, or charter school general purpose state aid, equal to the amount of their EPA entitlement.

This resolution, as required by Article XIII, Section 36 of the California Constitution, approving the District's utilization of funds subject to Education Protection Account for 2017-18, has been prepared for the Board's consideration.

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-B-27. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O’Neal, Jabbar, Smith, and Piercy

**EDUCATIONAL SERVICES**

11.4 **Adoption, Local Control and Accountability Plan (LCAP) and Annual Update**

Background Information:

California Education Code Section 52060 requires school districts to adopt a Local Control Accountability Plan (LCAP) and annual update on or before July 1 of each year. California Education Code Section 52070 requires that school districts file an LCAP with the County Superintendent of Schools no later than five days after adoption of the LCAP. School districts must also ensure that teachers, principals, administrators, and other school personnel, as well as local bargaining units, parents, and pupils are consulted in the development of the 2017-18 LCAP. They are also provided information regarding the annual update, which details the actual LCAP expenditures that were projected for the 2016-17 year.

Current Consideration:

The public hearing was held on June 8, 2017. The purpose of the public hearing was to allow the public an additional opportunity to ask questions concerning the District’s LCAP and annual update.

Budget Implication:

The program and goals contained in the LCAP must align with the terms of the District’s 2017-18 annual budget and multi-year budget projections.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted the LCAP and annual update. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O’Neal, Jabbar, Smith, and Piercy

11.5 **New Board Policy 8803.05 Comprehensive Suicide Prevention and Intervention Policy, First Reading**

Background Information:

Assembly Bill 2246, which was signed into law on September 26, 2016, adds Education Code Section 215 effective January 1, 2017. Education Code Section 215(a)(1) requires the governing board of a local educational agency that serves pupils in grades 7-12, inclusive, before the beginning of the 2017-18 year, to adopt a policy on pupil suicide prevention in grades 7-12.

Current Consideration:

Education Code Section 215(a)(2) states that the policy shall specifically address the needs of high-risk groups, including, but not limited to, all of the following:

- Youth bereaved by suicide.

- Youth with disabilities, mental illness, or substance abuse disorders.
- Youth experiencing homelessness or in out-of-home settings, such as foster care.
- Lesbian, gay, bisexual, transgender, or questioning youth.

Education Code Section 215(a)(3) states that the policy shall also address any training to be provided to teachers on suicide awareness and prevention. Materials approved by a local educational agency for training shall include how to identify appropriate mental health services, both at the school site and within the larger community, as well as when and how to refer youth and their families to those services. The policy shall be written to ensure that a school employee acts only within the authorization and scope of the employee's credential or license.

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 new Board Policy 8803.05

11.6 **Memorandum of Understanding (MOU), StandUp For Kids**

Background Information:

StandUp For Kids is a non-profit charity that works directly with homeless youth across the country. It serves unaccompanied homeless youth and young parents with children of their own through their 25<sup>th</sup> birthday. Their ongoing mission is to end the cycle of youth homelessness. The organization was founded in 1990 in San Diego, and has grown to sustain locations in 17 cities across 10 states and the District of Columbia.

Current Consideration:

The memorandum of understanding establishes a formal partnership with StandUp For Kids, which will allow for its staff to work with youth and school staff on school campuses across the District. The purpose is to ensure unaccompanied minors have additional support in their community, beyond what is currently in place through the District. These services are focused on ensuring youth are moved into housing and have all their basic needs met. Additional services will include peer mentoring and post graduate support. Services will be provided June 16, 2017, through June 30, 2018.

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 MOU.

11.7 **Agreement, Orange County Department of Education (OCDE), Scaling Up Multi-Tiered System of Support State-wide (SUMS) Grant**

Background Information:

The Orange County Department of Education (OCDE) has received funds from the state of California for the Improving Systems of Academic and Behavioral Supports (ISABS); Scaling Up Multi-Tiered System of Support State-wide (SUMS) grant to address barriers to learning and re-engage disconnected students by creating a culture of collaboration among

marginalized and fragmented support systems. The SUMS grant requires that a portion of funds from the grant be allocated to schools through the state of California.

Current Consideration:

The SUMS grant has provided services and trainings to District administrators, as well as staff at South Junior High School and Loara High School. The trainings have included foundations and domains of Multi-Tiered System of Supports (MTSS) and assessment tools. Services are being provided November 1, 2016, through June 30, 2020.

Budget Implication:

There is no impact to the budget. The total grant amount is \$10,000.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

11.8 **Memorandum of Understanding (MOU), Growth Opportunities through Athletics Learning and Service (GOALS)**

Background Information:

The mission of the Growth Opportunities through Athletics, Learning and Service (GOALS) initiative is to create free, team oriented, long term social development opportunities for low income youth in Anaheim. GOALS incorporates a host of team athletics including: soccer, lacrosse, team handball, basketball, roller hockey, tennis, as well as daily ice hockey clinics, games, and tournaments. GOALS maintains a completely free program with educational enrichment programs and award winning community service programs, such as the GOALS Cadets "Summer of Service." Since its creation in the mid-1990s, GOALS has collaborated with the city of Anaheim and has served an estimated 30,000 low income youth.

Current Consideration:

GOALS has offered to provide services to Savanna High School students. This agreement details the roles of the District and GOALS to ensure students have opportunities to participate in positive experiences centered on teamwork, fitness, as well as service beyond school hours. Services will be provided for eight weeks, June 19, 2017, and will automatically renew each year, unless either party requests to terminate services.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees approved the educational agreement.

11.9 **Agreement, University of Southern California (USC), Pullias Center for Higher Education (PCHE)**

Background Information:

Schools serving predominantly low-income students have added Advanced Placement (AP) courses rapidly over the last decade. Existing research has primarily analyzed the expansion of Advanced Placement from a quantitative lens, arguing that the expansion has largely failed. While more students from marginalized backgrounds have enrolled in these courses, most have been unable to pass the AP exams at the end of the year. These studies obscure where AP programs in urban schools have succeeded. This study, to be conducted by the

University of Southern California (USC), Pullias Center for Higher Education (PCHE), will analyze three District urban high schools in similar neighborhoods, with similar demographics, but very different Advanced Placement outcomes.

Current Consideration:

The three District school sites that have been asked to participate in this USC PCHE AP Research Study are Anaheim, Katella, and Loara high schools. The study seeks to understand how different policies, practices, and pedagogies can impact the success of students taking AP classes who attend urban schools. Through interviews of students, teachers, and administrators, as well as classroom observations, this study will assess why at one school, nearly twice as many students take AP tests and students pass the tests at nearly twice the rate of students at the other schools. Employing a comparative case study approach, this study can contribute to a substantial gap in the literature on Advanced Placement regarding the possibility for Advanced Placement success at urban high schools. The study will take place over the course of the 2017-18 year. All data collected will be secured to protect the confidentiality of participants. Services will be provided June 16, 2017, through June 30, 2018.

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.

11.10 **School-Sponsored Student Organizations**

Background Information:

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

Current Consideration:

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

- 11.10.1 Optimum Club, Savanna High School
- 11.10.2 STEAM Club, Western High School
- 11.10.3 This item was pulled.
- 11.10.4 South Science 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 O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organization applications, with the exception of item 11.10.3, which was pulled prior to the adoption of the agenda.

## HUMAN RESOURCES

### 11.11 **Public Hearing, Disclosure of Collective Bargaining Agreement with ASTA**

#### Background Information:

The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the Anaheim Secondary Teachers Association (ASTA) for 2016-17, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

#### Current Consideration:

After the negotiation process with ASTA has concluded, the collective bargaining agreement is presented to the public via a Board of Trustees meeting. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the agreement.

#### Budget Implication:

There will be no impact to the budget.

#### Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, Board President Piercy formally opened a public hearing to provide the public an opportunity to speak on the proposed agreement at 7:29 p.m.

There were no requests to speak.

Board President Piercy closed the public hearing at 7:29 p.m.

### 11.12 **Adoption of the 2016-17 Collective Bargaining Agreement with ASTA**

#### Background Information:

The District and the Anaheim Secondary Teachers Association (ASTA) had a three-year agreement that expired at the end of the 2015-16 year. The District and ASTA brought forth proposals to begin the negotiations for 2016-17 and negotiations commenced in the fall of 2016. A tentative agreement was reached on March 30, 2017. The tentative agreement was ratified by unit members of ASTA.

#### Current Consideration:

The tentative agreement is for years 2016-17 and 2017-18. It includes a zero percent increase on the salary schedule for 2016-17 and an increase to the District's maximum contribution to the benefits cap for medical insurance beginning in 2017. The agreement also includes other contract language changes.

#### Budget Implication:

Increases to employees' health benefits effective July 1, 2017, for ASTA unit members will impact the budget with an additional estimated expense of \$920,530. (General Funds)

#### Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adopted the 2016-17 collective bargaining agreement with ASTA.

11.13 **Public Hearing, Disclosure of Collective Bargaining Agreement with APGA**

Background Information:

The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the Anaheim Personnel and Guidance Association (APGA) for 2016-17, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:

After the negotiation process with APGA has concluded, the collective bargaining agreement is presented to the public via a Board of Trustees meeting. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the agreement.

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, Board President Piercy formally opened a public hearing to provide the public an opportunity to speak on the proposed agreement at 7:29 p.m.

There were no requests to speak.

Board President Piercy closed the public hearing at 7:29 p.m.

11.14 **Adoption of the 2016-17 Collective Bargaining Agreement with APGA**

Background Information:

The District and APGA currently had a three-year agreement that expired at the end of the 2015-16 year. The District and APGA brought forth proposals to begin the negotiations for 2016-17 year and negotiations commenced in the spring of 2017. A tentative agreement was reached on April 20, 2017. The tentative agreement was ratified by unit members of APGA.

Current Consideration:

The tentative agreement is for years 2016-17, 2017-18, and 2018-19. It includes a zero percent increase on the salary schedule for 2016-17 year and an increase to the District's maximum contribution to the benefits cap for medical insurance beginning in 2017. The agreement also includes other contract language changes.

Budget Implication:

Increases to employees' health benefits effective July 1, 2017, for APGA unit members will impact the budget with an additional estimated expense of \$48,180. (General Funds)

Action:

On the motion of Trustee Jabbar, the Board of Trustees adopted the 2016-17 collective bargaining agreement with APGA.



11.15 **Public Hearing, Disclosure of Collective Bargaining Agreement with CSEA**

Background Information:

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the California School Employees Association (CSEA) for 2014-17, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:

After the negotiation process with CSEA has concluded, the collective bargaining agreement is presented to the public via a Board of Trustees meeting. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the agreement.

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, Board President Piercy formally opened a public hearing to provide the public an opportunity to speak on the proposed agreement at 7:30 p.m.

There were no requests to speak.

Board President Piercy closed the public hearing at 7:30 p.m.

11.16 **Adoption of the 2016-17 Collective Bargaining Agreement with CSEA**

Background Information:

The District and CSEA currently have a three-year agreement for the 2014-15, 2015-16, and 2016-17 years. The District and CSEA brought forth proposals to begin the reopener negotiations for 2016-17 year and negotiations commenced in the spring of 2017. A tentative agreement was reached on May 17, 2017. The tentative agreement was ratified by unit members of CSEA.

Current Consideration:

The tentative agreement includes a zero percent increase on the salary schedule for 2016-17 year and an increase to the District's maximum contribution to the benefits cap for medical insurance beginning in 2017. The agreement also includes other contract language changes.

Budget Implication:

Increases to employees' health benefits effective July 1, 2017, for CSEA unit members will impact the budget with an additional estimated expense of \$551,150. (General Funds)

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted the 2016-17 collective bargaining agreement with CSEA.

11.17 **Salary Increase for Executive Director, Greater Anaheim Special Education Local Plan Area (GASELPA)**

Background Information:

The executive director of GASELPA is a non-bargaining employee of the District. Salaries for unrepresented and contract employees may be reviewed and adjusted, per the employment agreement. The AUHSD Board of Trustees must approve changes to the salaries for unrepresented and contract employees even when District funds are not used and salaries are paid using pass-through funds.

Current Consideration:

The salary increase for the executive director of GASELPA shall be paid using pass-through funds. This increase was approved by the GASELPA Board of Trustees on May 1, 2017.

Budget Implication:

There will be no direct impact to the District's budget. The executive director of GASELPA salary increase is estimated to be \$27,332, for a total annual salary of \$202,432, effective July 1, 2017. This additional expense will be paid using GASELPA Funds.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the salary increase.

**SUPERINTENDENT'S OFFICE**

11.18 **Termination of Joint Powers Agreement (JPA) with the City of Anaheim**

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.

The District and the city of Anaheim were interested in continuing the District's access to the convention center. On April 4, 2017, the city of Anaheim approved an MOU permitting the District 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 13, 2017, the Board of Trustees approved the MOU.

Current Consideration:

On April 4, 2017, the city of Anaheim moved to terminate the JPA and the Community Center Authority, since there was no longer any purpose for either. As the other party to the JPA, the District must also take formal action to terminate the JPA.

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 reviewed and approved the JPA termination agreement.

12. **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 12.20 and 12.21 pulled by Trustee O'Neal.

**BUSINESS SERVICES**

12.1 **Agreement, North Orange County Regional Occupation Program (NOCROP)**

Background Information:

The District and NOCROP maintain a use of facilities agreement that allows the NOCROP the use of District facilities.

Current Consideration:

The agreement will be renewed for the period of July 1, 2017, through June 30, 2018, for use of District facilities according to the District's approved fee schedules. Ex following approval by the AUHSD Board of Trustees.

Budget Implication:

The fees collected will be used to offset direct costs resulting from NOCROP's use of District facilities.

Action:

The Board of Trustees approved the agreement.

12.2 **Agreement Amendment #4, Human Resources Application, Implementation, and Software Support Service Agreement**

Background Information:

The Anaheim Union High School District contracts with the Orange County Superintendent of Schools to provide annual software support services for the Human Resources Application software.

Current Consideration:

The contract provides for professional services to the District for the implementation of the Human Resources Application, including on-going training services for present and future employees, future software enhancements, as well as support services, July 1, 2017, through June 30, 2018.

Budget Implication:

The total cost is not to exceed \$80,028. This is an increase of \$1,569 from the 2016-17 agreement. (General Funds)

Action:

The Board of Trustees approved agreement amendment #4.

12.3 **Agreement Amendment #2, Sungard Business-Plus System Support, Implementation, and Software Support Service Agreement**

Background Information:

The Anaheim Union High School District contracts with the Orange County Superintendent of Schools to provide annual software support services for the Sungard Business-Plus System Support software. The Business-Plus System Support covers basic financial/budget, school site finance, stores inventory, as well as fixed asset systems.

Current Consideration:

The contract provides for an annual evaluation of support service charges for possible upward or downward adjustments based on the Orange County Superintendent of Schools' actual costs to support Sungard Business-Plus System Support software, July 1, 2017, through June 30, 2018.

Budget Implication:

Services are to be provided at a cost not to exceed \$103,486. This is an increase of \$4,928 from the 2016-17 agreement. (General Funds)

Action:

The Board of Trustees approved agreement amendment #2.

12.4 **Agreement Amendment, 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 and hands on services.

Current Consideration:

The District desires to amend its agreement with guided decisions – inform to continue assistance regarding issues of budgeting and general fiscal issues. Services will be provided through December 30, 2017. The amendment is not to exceed \$4,000, plus mileage, in addition to the previously approved \$10,000, plus mileage. This agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

This amendment will increase the current agreement by an additional \$4,000, plus mileage for a total amount not to exceed amount of \$14,000. The current agreement expires June 30, 2017. (General Funds)

Action:

The Board of Trustees approved the agreement.

12.5 **Consulting Services Agreement, Total Compensation Systems, Inc.**

Background Information:

Actuarial evaluations for the District's self-funded medical and dental plans must be completed every three years in order to comply with Education Code Sections 17566 and 17567. The last evaluation was done for the 2015 calendar year, and will soon be due for the 2018 calendar year, as studies are intended to be conducted in advance of the effective date of the first calendar year for which they apply.

Current Consideration:

Total Compensation, Inc., has provided professional actuarial services for the District for many years. In addition to providing the Education Code Section 17566 (AB1200) certification, an analysis of claims costs will be completed to establish benefit accrual rates should the District decide to self-fund the Anthem HMO plan. Accrual rates would be set on both a supercomposite and 4-tier basis.

Budget Implication:

Cost of actuarial services would not exceed \$6,800 for the Anthem HMO self-funding analysis, and a discounted rate of \$3,200 for the Education Code Section 17566 (AB1200) studies on the District's self-funded medical and dental plans. (Health and Welfare Funds)

Action:

The Board of Trustees approved the agreement.

12.6 **Agreements, Transportation**

Background Information:

The Board of Trustees in past years has approved the agreements to provide transportation services to the Greater Anaheim SELPA, North Orange County Regional Occupation Program, Tiger Woods Learning Center, Servite High School, City of Cypress Parks and Recreation, GOALS Academy, Knott Avenue Christian Church, Zion Lutheran Church, Connelly High School, and River Church.

Current Consideration:

It is in the best interest of the District to continue the transportation agreements. The agreements will be in effect July 1, 2017, through June 30, 2018. Contracts for each agency will be signed following approval of the Board of Trustees.

Budget Implication:

The transportation agreements provide for a net income to the District, which assists in offsetting the transportation contribution from the General Fund.

Action:

The Board of Trustees approved the agreements.

12.7 **Agreement, Orange County Public Safety**

Background Information:

The District has worked with Orange County Public Safety (OCPS) to patrol its facilities during evening, night, weekend hours, and around-the-clock patrols during District holidays. The District has experienced a marked decrease in school vandalism and an increase in the apprehension of various perpetrators on our school sites. They have thwarted various crimes from actually happening, had many arrests, and are proactive with their approach to keeping all of our school sites safe and secure afterhours, as well as during holidays. In addition, they are the first responders for any alarm trigger, which has virtually eliminated the need to contact District staff for late night responses.

Current Consideration:

OCPS provides a highly specialized professional service. Their officers are trained Emergency Medical Technicians (EMT), with CPR and first aid training, as well as trained first responders to emergent and non-emergent situations. OCPS is well connected to local

law enforcement, fire personnel, District administration, and have been working in conjunction with the Anaheim Police Department (APD), and other local law enforcement agencies, to protect our school sites. They have been participating in APD task force meetings, which include internal upper management and supervisory staff, to discuss the protection of all Anaheim school sites, and was the only non-city entity invited to participate. OCPS has been given radios with direct communication to APD and have been praised for all of their efforts.

OCPS also provides, at minimum, detailed weekly reports of incidents that occur on our school sites. They check entry points such as gates, fences, doors, and windows reporting back their findings to inform staff of potential issues. Sometimes they utilize state-of-the-art technology, such as the body cams to assist officers with incidents that may occur.

Full around-the-clock coverage will be provided during holidays, which will allow for higher presence on school sites when they are most vulnerable. Additional coverage for Non-Student/Teacher Days, will also be included along with a uniformed officer at all scheduled Board of Trustees meetings.

OCPS has greatly reduced crimes to our school sites after hours, while creating a presence that our school sites are being patrolled regularly, keeping them safe and secure. Services will be provided July 1, 2017, through June 30, 2019. By entering into a two-year agreement, the cost remains unchanged from last year, and will be held firm through the end of the term.

Budget Implication:

The regular monthly fee will be \$13,700 for the two car patrol services. Orange County Public Safety pursuant to Government Code (GC) 53060 for an amount not to exceed \$174,400, per fiscal year. (General Funds)

An additional not to exceed \$10,000 has been added for special events, such as graduation or other requirements as needed. (General Funds)

Action:

The Board of Trustees approved the agreement.

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

Background Information:

The District, at times, requires for legal services for facilities, maintenance, and procurement related programs. Staff utilizes Orange County Department of Education counsel, as much as possible for legal services, but sometimes there are requirements that are outside the scope of the services and expertise they provide to the District. In these circumstances, outside counsel is utilized and recommended.

Current Consideration:

The District has used Atkinson, Andelson, Loya, Rudd, and Romo, PC (AALRR) and recommends to renew their contract. Services will be provided from July 1, 2017, through June 30, 2020, for legal services regarding facilities, maintenance, as well as procurement related programs. The District will also renew its online subscription, which is discounted after the first year, and will have access to a continually updated database of legal documents, including various contracts, as well as front-end bid documents.

Budget Implication:

Services will be provided at a cost not to exceed \$75,000 per fiscal year. (General Funds and Measure H Funds)

Action:

The Board of Trustees approved the agreement.

12.9 **Agreement, Continental Vending, Inc.**

Background Information:

In June of 2009, the Board of Trustees approved a multi-year contract for District-wide beverage vending for all school sites. This was due to new food compliance regulations, such as, Senate Bill (SB) 965 and SB 12, which had to do with school beverage and snack food vending protocol at school sites.

Current Consideration:

At that time, the Board of Trustees directed staff to approve the contract for beverages only. The new contract will be for beverages with the option to incorporate compliant snacks if requested by individual school sites. A pilot program will be conducted before opening up to all schools. The Food Services Department will assist by reviewing the snacks and working with the contractor to ensure compliance with snack food regulations.

Staff recommends the award of an agreement to Continental Vending, Inc. for a two-year period, with the option to renew annually, for up to three additional one-year terms.

Budget Implication:

The agreement will generate approximately 20 percent revenue of sales, less taxes, and CRV to the District, that will be deposited into each school's respective Associated Student Body Funds.

Action:

The Board of Trustees awarded the agreement.

12.10 **Award of Bid, School to Home Communication**

Background Information:

The Anaheim Union High School District has used an online mass notification system (system) for more than twelve years. School sites and the District use the system to send attendance messages, broadcast messages, emergency messages, and more recently, individualized parent messages from teachers.

At the March 7, 2017, Board of Trustees meeting, the process to utilize competitive request for proposals (RFP) was approved, and staff proceeded with the bidding process.

Current Consideration:

There were two phases to the evaluation process of systems that included a paper screening, then a committee evaluation, and selection. The committee was comprised of key stakeholders including Family and Community Engagement Specialists (FACES), teachers, technical staff, as well as parents that provided invaluable input and evaluations to determine the successful bidder. Evaluation factors that were considered included presentation, service, maintenance, training, base requirements, graphical interface, system requirements, implementation plan, future flexibility and scalability, and price.

As a result of the bidding process utilized per Resolution 2016/17-B-20 pursuant to Public Contract Code (PCC) 20118.2, the committee selected Aries Software Inc., dba Eagle Software. The scope of the contract includes a turn-key solution including installation, cutover, testing, training, and maintenance for Aeries+Loop. Staff recommends the award of an agreement for a three-year period with the option to renew annually, for up to two additional one-year terms.

Budget Implication:

The total amount of the award is not to exceed \$68,400 the first year, and \$62,000 annually thereafter. The District will realize a savings of approximately 24 percent the first year, and 37 percent each year thereafter, over the current contract price. (LCFF, Title I, and General Funds)

Action:

The Board of Trustees awarded Bids 2017-20 to Aeries Software Inc., dba Eagle Software pursuant to PCC 20118.2 for up to five years.

12.11 **Agreement, Best Best & Krieger, LLP**

Background Information:

The District requires legal services as related to litigation or other matters requiring legal expertise. Best Best & Krieger, LLP, has been providing the District with legal services, primarily for the District's facilities and construction program.

Current Consideration:

The District has an interest in continuing legal services with Best Best & Krieger, LLP for the 2017-18 fiscal year.

Budget Implication:

This agreement will not exceed \$50,000 for services through June 30, 2018. (Routine Restricted Maintenance, Measure H, and/or other funds as appropriate)

Action:

The Board of Trustees approved the agreement.

12.12 **Agreement Amendment, Parker & Covert, LLP**

Background Information:

Parker & Covert, LLP, provides specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at Parker & Covert, LLP, specialize in legal issues related to school districts and are experts in analyzing and interpreting California Education Code. At the December 11, 2014, Board meeting the Board of Trustees approved an agreement with Parker & Covert, LLP to provide services related to engineering matters.

Current Consideration:

The District has an interest in continuing services with Parker & Covert, LLP through June 30, 2018. The agreement amendment extends the service period to assist with engineering services. This agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

There is no change in the amount of the agreement which remains at a cost not to exceed the amount of \$275,000. (General, Measure H, and/or other funds as appropriate)



Action:

The Board of Trustees approved the agreement amendment.

12.13 **Agreement Amendment, School Facility Consultants**

Background Information:

School Facility Consultants was retained in May 2014 to assist the District in analyzing data for potential state funding. The firm specializes in analyzing the District's complex data sets to determine eligibility for modernization and new construction funding administered by the Office of Public School Construction (OPSC). The passage of the Measure H general obligation bond in November 2014 presented the opportunity for the District to leverage these funds for potential state eligibility.

Current Consideration:

In November 2016, Prop 51 was approved by voters, which provides state funds for school construction. Due to the passing of Prop 51, the District desires to amend its agreement with School Facility Consultants to continue updating our eligibility for state funding and assisting with the processing of the District's applications. The amendment is not to exceed \$59,000, in addition to the previously approved \$61,000. This agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

This amendment will increase the current agreement by an additional \$59,000 for a not to exceed amount of \$120,000. The current agreement expires June 30, 2018. (Measure H, Routine Restricted Maintenance, and/or other funds as appropriate)

Action:

The Board of Trustees approved the agreement amendment.

12.14 **Agreement Amendment, Cumming Construction Management, Inc.**

Background Information:

In 2015, the District issued RFP 2015-20 Program and Project Management Services pursuant to Government Code Section 53060, seeking qualified firms to assist the District with the management of its construction program (Program), funded by various sources, including Measure H. Cumming Construction Management, Inc. (Cumming) was awarded the contract. In addition to the management, scheduling, and budgeting of the Program, the firm provides assistance during the planning and construction of the capital projects, prepares project updates, and reports to the Citizens' Oversight Committee.

Current Consideration:

The District desires to amend its agreement with Cumming to continue services required for program and project management. In accordance with the agreement, the amendment would extend services for three additional years requiring annual extensions. The assistant superintendent, Business services would approve annual renewals upon staff's recommendation to extend services. In accordance with Education Code Section 17596, the total term of the agreement will not exceed five years.

Budget Implication:

The amendment will extend and increase the current agreement by \$4 million to cover services through June 30, 2020, at a cost not to exceed \$6.98 million (five-year total from July 6, 2015, through June 30, 2020). The amendment with its annual extensions will be

based on Cumming's 2015 fee rate schedule. (Measure H Funds, Routine Restricted Maintenance Funds, and/or other funds as appropriate)

Action:

The Board of Trustees approved the agreement amendment.

12.15 **Award of Bid**

Action:

The Board of Trustees awarded the bid as listed below.

<u>Bid #</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2017-20	South Junior High School New Backflow Device Painting (Maintenance Funds)	Verne's Plumbing, Inc.	\$62,900

12.16 **Notice of Completion**

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

Bid #2016-10, Katella High School	P.O. #K64A0253
E-Rate 19 Structured Cabling (E-Rate and RDA Funds)	
X-ACT Technology Solutions, Inc.	
Original Contract	\$159,000
Contract Changes	\$0
Total Amount Paid (E-Rate Funds 80 percent, District match 20 percent)	\$159,000

Action:

The Board of Trustees authorized the assistant superintendent of business to accept all listed work as complete, and authorized the filing of the notice of completion with the Office of the County Recorder.

12.17 **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.

12.18 **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.

12.19 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified items 12.20 and 12.21 with the following roll call vote.

Ayes: Trustees Randle-Trejo, Jabbar, Smith, and Piercy

Abstain: Trustee O'Neal

12.20 **Purchase Order Detail Report**

Action:

The Board of Trustees ratified the report April 28, 2017, through June 5, 2017.

12.21 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report April 28, 2017, through June 5, 2017.

12.22 **SUPPLEMENTAL INFORMATION**

12.22.1 ASB Fund, April 2017

12.22.2 Cafeteria Fund, March 2017

12.22.3 Enrollment, Month 9

**EDUCATIONAL SERVICES**

12.23 **Consolidated Application**

Background Information:

The Consolidated Application is a mechanism for gathering important financial and program related information, which is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Local educational agencies use the web-based Consolidated Application and Reporting System (CARS) to electronically apply for and manage funds, report expenditures, and to provide assurances that the district will adhere to legal requirements. The system is also used by the CDE categorical program and fiscal services staff to collect financial and participation data to ensure compliance with state and federal regulations. The District participates in the following programs currently referenced in the Consolidated Application: Title I, Part A, Basic Grant; Title II, Part A, Teacher Quality; Title III, Part A, Limited English Proficient (LEP) Students; and Title III, Part B, Immigrant Students.

Current Consideration:

The CDE requires approval by the Board of Trustees of the Consolidated Application once per year. The Consolidated Application must be Board approved before categorical funds received during the upcoming fiscal year can be spent.

Budget Implication:

Categorical funds administered through the Consolidated Application must supplement the District's base fund, as well as adhere to the legal requirements related to specific formulas driven by state and/or federal categorical programs.

Action:

The Board of Trustees approved the Consolidated Application.

12.24 **Application, Carl D. Perkins Career and Technical Education Improvement Act of 2006 Application for 2017-18 Funding**

Background Information:

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 provides annual funding to improve, enhance, and/or expand Career Technical Education (CTE) pathways in designated industries. Through collaboration with the North Orange County Regional Occupational Program (NOCROP), the Anaheim Union High School District (AUHSD) has developed 20 career pathways across 12 of the 15 recognized industries. Districts submit an annual funding application to the State detailing the projected expenditures of the funding. Both the District and the State must approve the funding application.

Current Consideration:

Anaheim, Cypress, Kennedy, Katella, Loara, Magnolia, Savanna, and Western high schools, as well as Oxford Academy have requested funding to support designated CTE pathway programs. This funding is for the purchase of industry equipment upgrades, professional development, and to support the activities of career technical student organizations, such as Future Business Leaders of America (FBLA), and Future Homemakers of America—Home Economics Related Occupations (FHA-HERO).

Budget Implication:

There is no impact on the budget. The 2017-18 Carl D. Perkins allocation is \$507,309. The 2016-17 Carl D. Perkins allocation was \$607,554. (Federal Funds)

Action:

The Board of Trustees approved the submission of the application.

12.25 **Agreement with Orange County Department of Education, Medi-Cal Administrative Activities (MAA)**

Background Information:

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

Current Consideration:

The MAA Participation Agreement effectuates reimbursement to local education agencies for Medi-Cal eligible services. The Orange County Department of Education will administer the MAA program for our District. Services will be provided July 1, 2017, through June 30, 2018.

Budget Implication:

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

Action:

The the Board of Trustees ratified the agreement.

12.26 **Memorandum of Understanding (MOU), Boys Town California, Inc.**

Background Information:

Boys Town California, Inc. has a history with the District and is committed to promoting students' good health and social-emotional well-being by providing a collaborative delivery system to address the needs of the students residing in the Anaheim and surrounding service area.

Current Consideration:

The current (MOU) with Boys Town California, Inc., is due to expire on June 30, 2017. The purpose of the new MOU is to approve the partnership and collaboration for the 2017-18 year. There are no changes to the MOU in terms of services and capacity of services. Boys Town will continue to serve all school sites based on their needs and will continue to offer its full scope of services offered to students, parents, and families. Services will be provided July 1, 2017, through June 30, 2018.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the MOU.

12.27 **Memorandum of Understanding (MOU), Big Brothers Big Sisters of Orange County (BBBSOC)**

Background Information:

During the 2014-15 year, the District, in partnership with the city of Anaheim's Mayor's office, developed a tiered mentorship program with selected high school students and local businesses. This tiered mentoring approach provides businesses with several options for mentoring District students. Big Brothers Big Sisters of Orange County (BBBSOC) partnership provides a tier-three, one-on-one approach through their Anaheim Beyond School Walls Mentoring Program.

Current Consideration:

The District will renew its partnership with BBBSOC to assist in the implementation of the tiered Anaheim Innovative Mentoring Experience (AIME) mentoring program. BBBSOC has extensive experience pairing youth with adult mentors. They have a mentoring screening, selection, and training process, as well as mentoring curriculum and activities. Services will be provided July 1, 2017, through June 30, 2018.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the MOU.

12.28 **Amendment, Apex Learning Inc., Contract Agreement**

Background Information:

Apex Learning, Inc., provides the digital curriculum for the Independent Learning Center (ILC) at Anaheim and Western high schools, as well as the Apex Credit Recovery labs at each of the comprehensive high schools and alternative education. The Apex digital curriculum allows students to access a broad range of UC-approved courses at any time of day and to work from home, school, or anywhere they have internet access. It allows teachers to manage and collect student work, provide access to real-time data, and provide students with performance feedback. Students have been served through the ILC and the Apex Credit Recovery Labs, which has contributed to a higher graduation rate and improved A-G completion for each of the participating high schools.

Current Consideration:

Over the next several years, the District is expanding our Independent Studies program to include two of our comprehensive school sites. In addition, the District is maintaining the after-school Apex credit recovery program at each comprehensive high school and alternative education. The current Apex Learning, Inc. agreement was approved on July 14, 2014, and is due to expire on August 20, 2017. This amendment to the agreement maintains the terms and conditions of the current agreement, with the exception of extending the licenses for three more years. It also includes all existing and future tools, as well as resources, and on-going technical support. The contract agreement amendment term is August 21, 2017, through August 20, 2020. This agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

The three-year Apex Learning Inc., Contract Agreement Amendment is for \$456,582, which covers the cost of the licenses and three days of onsite professional development. The payment schedule divides the total cost into three annual payments of \$152,194 each. (General Fund).

Action:

The Board of Trustees approved the contract agreement amendment.

12.29 **Agreement, College Board College Readiness System Products**

Background Information:

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age, while there is still time to inform instruction and learning, as well as increase students' readiness for college expectations. The College Board provides national college readiness assessments, including the Preliminary Scholastic Aptitude Test (PSAT) and the National Merit Scholarship Qualifying Test (NMSQT) for tenth and eleventh grade students. This assessment was revised in 2015 to align with the new Scholastic Aptitude Test (SAT) and will expose students to a wealth of college planning and preparation tools.

Current Consideration:

The District will purchase the PSAT NMSQT for all tenth grade students. This assessment will be administered to students on October 11, 2017. The college readiness assessment data will be used to inform all students, parents, and school staff on how their students are progressing towards college preparation. Additional college planning tools, as well as online student, and parent resources will be provided by the College Board to support college preparation, including free, personalized SAT study resources from the Khan Academy.

College parent nights and classroom presentations will be provided at school sites to inform parents and students on how to use the assessment data and tools for preparation. The PSAT NMSQT assessment data will also be utilized by school counselors for student placement decisions for honors and advanced placement courses. The agreement will be signed upon District Board approval. Services will be provided July 1, 2017, through June 30, 2018.

Budget Implication:

The total costs for these services are not to exceed \$73,696. (LCFF Funds)

Action:

The Board of Trustees approved the agreement.

12.30 **California Interscholastic Federation (CIF) League 2017-18 List**

Background Information:

CIF is the governing body for high school sports in the state of California. Every year, CIF requires school districts to submit a list of principals as designated representatives to CIF leagues.

Current Consideration:

This yearly action is required of all governing boards by Education Code Section 33353(a)(1), and is due to the CIF administrative offices by July 1, 2017. Designated board representatives to CIF leagues are the only individuals that will be voting on issues at league and section levels, which impact high school athletics. Without this action, CIF is required to suspend voting privileges for the affected schools.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the list.

12.31 **Instructional Materials Submitted for Adoption**

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

Action:

The Board of Trustees adopted the selected materials.

12.32 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in world languages. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, June 15, 2017, through July 13, 2017.

Action:

The Board of Trustees approved the display.

12.33 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

**HUMAN RESOURCES**

12.34 **Memorandum of Understanding (MOU), The Association of California School Administrators (ACSA), Foundation for Educational Administration (FEA)**

Background Information:

Obtaining a Clear Administrative Services credential is a requirement for all employees serving in an administrator position. To obtain the credential, individuals must enroll in a program authorized by the California Commission on Teacher Credentialing (CTC) complete coursework, and a minimum number of hours. Due to an increasing number of new administrators at the District in recent years, the District collaborated with the Association of California School Administrators (ACSA) to establish a cohort to complete a clear credential program. By serving as a host site, this ensures the program meets the District's high standards for leadership development. The Network of ACSA Clear Administrative Credential Local Programs (CACLP-Net) was created and is administered through a partnership with ACSA, the Foundation for Educational Administration (FEA), and Local Education Agencies. This partnership includes ACSA-FEA Affiliated Local Programs to provide ACSA's approved Commission on Teacher Credentialing Clear Administrative Credential Program outcomes. The MOU between ACSA-FEA and the District allows administrators to be trained as administrative coaches and/or mentors.

Current Consideration:

The purpose of this agreement is to provide the District the ability to train administrators as coaches and/or mentors, as well as serve as the credentialing institution for administrators enrolled in the Clear Administrative Credential Program. Online and in-person training will be scheduled for specific dates during the 2017-18 year. Services will be provided July 1, 2017, through May 31, 2018.

Budget Implication:

The total cost is not to exceed \$2,405. (General Funds)

Action:

The Board of Trustees approved the MOU.

12.35 **Agreement, Artiano Shinoff and Holtz, APC**

Background Information:

Stutz Artiano Shinoff and Holtz, APC, provides specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at

Stutz Artiano Shinoff and Holtz, APC, specialize in employment law, education law, personnel, negotiations, as well as labor relations. The District has had an agreement in place with Stutz Artiano Shinoff and Holtz, APC, since 2005.

Current Consideration:

Services will be provided July 1, 2017, through June 30, 2018, on an as-needed basis.



Budget Implication:

The total cost of this agreement is not to exceed \$350,000. (General Funds)

Action:

The Board of Trustees approved the agreement.

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

Background Information:

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

Current Consideration:

The agreement provides services July 1, 2017, through June 30, 2018. The services are typically related to employee accommodations and return-to-work agreements.

Budget Implication:

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

Action:

The Board of Trustees approved the agreement.

12.37 **Agreement, Parker & Covert, LLP**

Background Information:

Parker & Covert, LLP, provide specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at Parker & Covert, LLP, specialize in employment law, personnel, negotiations, and labor relations. The District has had an agreement in place with Parker & Covert, LLP, since 2011.

Current Consideration:

Services will be provided July 1, 2017, through June 30, 2019, on an as-needed basis. This agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

The cost of the two-year agreement is not to exceed \$350,000. (General Funds)

Action:

The Board of Trustees approved the agreement.

12.38 **2016-17 Williams Settlement Legislation Review Report**

Background Information:

The Orange County Department of Education (OCDE) conducts a bi-annual review of decile 1-3 schools based on the 2012 Academic Performance Index and school sites participating in the Quality Education Investment Act (QEIA) program to ensure compliance with Williams Settlement Legislation requirements. This process is conducted in addition to the District's

submission of Williams Uniform Complaints reports, which summarize all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, intensive instruction, as well as services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12<sup>th</sup> grade.

Current Consideration:

According to Education Code Section 1240(2)(H), the findings of the review by OCDE must be publically shared with the Board of Trustees. The report, as provided, indicates any deficiencies during January 2017, February 2017, and March 2017, which were reported to school administrators for remediation.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees accepted the report as submitted.

12.39 **Agreement, Healthy Adventures**

Background Information:

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

Current Consideration:

Healthy Adventures Foundation services include biometrics screenings, health coaching, online portal for wellness initiatives and wellness challenges, as well as staffing for onsite fitness classes, healthy cooking workshops, other onsite workshops and/or seminars, as well as wellness program consulting. Services will be provided July 1, 2017, through July 1, 2018.

Budget Implication:

The total cost is not to exceed \$52,250. (Wellness Funds)

Action:

The Board of Trustees approve the agreement, as amended prior to the adoption of the agenda.

12.40 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

12.41 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

## **SUPERINTENDENT'S OFFICE**

### **12.42 California School Boards Association (CSBA) Membership**

#### Background Information:

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

#### Current Consideration:

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

#### Budget Implication:

The cost of membership for the 2017-18 year is not to exceed \$18,795. For the 2016-17 year, the Board approved the CSBA membership at a cost not to exceed \$17,610. (General Funds)

#### Action:

The Board of Trustees approved the membership.

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

#### Background Information:

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

#### Current Consideration:

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

#### Budget Implication:

The total cost for the 2017-18 year is \$5,410. For the 2016-17 year, the total cost was \$5,410. The District shall pay the annual fee as set forth in the renewal notice provided by CSBA to the District. (General Funds)

#### Action:

The Board of Trustees approved the ongoing subscription to CSBA's GAMUT online service.

12.44 **California School Boards Association (CSBA) Annual Education Conference**

Background Information:

CSBA annual conference and trade show is CSBA's premier continuing education program, delivering practical solutions to help governance teams from districts and county offices improve student learning and achievement.

Current Consideration:

The California School Boards Association's Annual Conference and Trade Show 2017 will be held November 30, 2017, through December 2, 2017, in San Diego, California.

Budget Implication:

The conference registration rates, per person, are as follows: early registration, \$495 (June 6-August 2); regular registration, \$510 (August 2-November 8); and late registration, \$675. The hotel rate is \$259, per night, for the Marriott Marquis San Diego Marina. (General Funds)

Action:

The Board of Trustees discussed and/or approved payment for the Board members that request to attend the conference, with payment of their necessary expenses.

12.45 **Board of Trustees' Meeting Minutes**

12.45.1 April 13, 2017, Regular Meeting

12.45.2 May 9, 2017, Regular Meeting

12.45.3 May 16, 2017, Special Meeting

Action:

The Board of Trustees approved the minutes.

13. **SUPERINTENDENT AND STAFF REPORT**

Mr. Matsuda thanked Cynthia Pettit for her service and congratulated the Katella High School baseball team for their CIF championship.

Mr. Jackson also thanked Cynthia Pettit for her service, dedication, hard work, integrity, and grace.

Mrs. Root recognized Tom Leonard for his behind the scenes work at the Board meetings. In addition, she wished him a happy retirement.

14. **BOARD OF TRUSTEES' REPORT**

Trustee Randle-Trejo thanked the graduation team for doing a fabulous job with graduations this year. She gave kudos to Shana Egans for the success of the graduation ceremonies. In addition, she attended an ROP Board meeting, AUHSD Retirement Tea, Classified Employee of the Year Celebration, Flag Day Celebration, AESD Board meeting, and the CSBA May Delegate Assembly.

Trustee O'Neal said he attended the Classified Employee of the Year Celebration, Kennedy High School Senior Awards for scholarships, OCSBA Seminar at OCDE, Budget Committee meeting, graduation ceremonies, and the AUHSD/City of Cypress Liaison meeting.

Trustee Jabbar congratulated the outgoing and incoming DELAC representatives. He also thanked Marco Rivas and Cynthia Pettit for their service. Additionally, noted his attendance at the CSBA May Delegate Assembly, graduation ceremonies, CABA event to congratulate Liberato Figueroa, Classified Employee of the Year Celebration, Anaheim alumni mixer, and the AESD Board meeting.

Trustee Smith reported that she attended the AUHSD Retirement Tea, Classified Employee of the Year Celebration, graduation ceremonies, and the Flag Day Celebration.

Trustee Piercy thanked and congratulated the outgoing and incoming DELAC representatives, as well as thanked Cynthia Pettit for her service. She noted her attendance at the AUHSD Retirement Tea, Classified Employee of the Year Celebration, graduation ceremonies, HOPE graduation, AUHSD/City of Cypress Liaison meeting, and the ROP Board meeting.

15. **ADVANCE PLANNING**

15.2 **Suggested Agenda Items**

There were no suggested agenda items.

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, July 13, 2017, at 6:00 p.m.

Thursday, August 10  
Thursday, September 7  
Thursday, October 5

Thursday, November 2  
Thursday, December 7

16. **ADJOURNMENT**

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 8:02 p.m.

Approved \_\_\_\_\_  
Clerk, Board of Trustees