

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

NOTICE OF REGULAR MEETING

Date: July 3, 2019

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

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

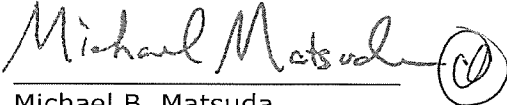
You are hereby notified that a regular meeting of the
Board of Trustees of the Anaheim Union High School District
is called for

Thursday, the 11th day of July 2019

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

Closed Session—3:30 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 11, 2019
Closed Session–3:30 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 8, 2019.*

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 (a): Conference with legal counsel, existing litigation (Claim AUHSD 17-03, No Tort Claim Form).
- 4.3 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Dr. Root, and Mr. Jackson regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), California School Employees Association (CSEA), and Mid-Managers Association (MMA).
- 4.4 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release/resignation.

- 4.5 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2019-20-01. **[CONFIDENTIAL]**
- 4.6 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2019-20-02. **[CONFIDENTIAL]**
- 4.7 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment–principal(s) and assistant principal(s).

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

5.1 Reconvene Meeting

The Board of Trustees will reconvene into open session.

5.2 Pledge of Allegiance and Moment of Silence

Board President Brian O’Neal will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

5.3 Closed Session Report

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

6. INTRODUCTION OF GUESTS **INFORMATION ITEM**

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

In addition, Board President O’Neal 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. 2019/20-B-01, Requesting Board of Supervisors of the County of Orange to Establish Tax Rate for Bonds of the Anaheim Union High School District Expected to be Sold During Fiscal Year 2019-20, and Authorizing Necessary Actions in Connection Therewith (Roll Call Vote)** **ACTION ITEM**

Background Information:

Measure H was successfully approved by voters at the November 2014 election, authorizing \$249 million of bonds to help fund the facilities master plan. There is authorized, but unissued bonds in the amount of \$102,545,000 remaining. The Board of Trustees will receive a presentation scheduled for September 2019 from the District’s financial advisor, Government Financial Strategies, with an update on Measure H and discussion of issuing the final series of bonds in late Fall 2019. Because the bonds are being considered for issuance relatively late in the year, the County will need an estimate of the bond debt service to help with calculating and setting fiscal year 2019-20 tax rates.

Current Consideration:

Resolution No. 2019/20-B-01 requests the Board of Supervisors of the County of Orange to establish a tax rate for Measure H Bonds expected to be sold during fiscal year 2019-20, based upon an estimated debt service schedule prepared by Government Financial Strategies. In the event that the final series of Measure H Bonds are not sold during Fiscal Year 2019-20, the County is directed to use the taxes collected to pay debt service on outstanding Measure H Bonds of the District.

Budget Implication:

There is no impact to the budget. The bonds are repaid by taxpayers that own property within the District.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2019/20-B-01, Requesting Board of Supervisors of the County of Orange to Establish Tax Rate for Bonds of the Anaheim Union High School District Expected to be Sold During Fiscal Year 2019-20, and Authorizing Necessary Actions in Connection Therewith, by a roll call vote.

[EXHIBIT A]

BUSINESS SERVICES

- 9.2 **Agreement, 403(b) Plan Document Restatement** **ACTION ITEM**

Background Information:

In 2007, the Internal Revenue Service (IRS) published 403(b) regulations requiring that all 403(b) plans have a written plan document in place by December 31, 2009. However, as of December 31, 2009, there was not an IRS 403(b) pre-approved plan document program, so plan sponsors were required to make a good faith attempt to document their plan provisions with sample documents available from plan document providers.

Current Consideration:

SchoolsFirst Plan Administration has been informed that the IRS has approved documents previously submitted by plan document providers for pre-approved status. This means that employers sponsoring a 403(b) plan must sign new adoption agreements to have their 403(b) plan under the governance of one of the IRS pre-approved documents and ensure that their plan document complies with regulations.

As a result, SchoolsFirst Plan Administration is requiring all districts to sign new 403(b) adoption agreements that will adopt an IRS pre-approved 403(b) plan document that complies with regulations. Although this change requires the adoption of a new plan document, the new document will have no effect on the current administration of the District's 403(b) plan.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the 403(b) Plan Document Restatement agreement. **[EXHIBIT B]**

9.3 **Agreement, Dietetic Internship, Be Well Solutions**

ACTION ITEM

Background Information:

The District has traditionally entered into agreements with university and internship programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting. Intern agreements permit university students to provide services to Food Services Department, Anaheim Union High School District, and Anaheim Elementary School District schools as an unpaid intern of the District.

Current Consideration:

Under the direction of the director and assistant director of Food Services, university students will observe, work, and participate in school food service operations. Additionally, professionalism, including professional attire, their understanding of school food service, and conduct will be reviewed. The agreement will be effective July 12, 2019, through June 30, 2020. The agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

9.4 **Agreement, Dietetic Internship, Utah State University**

ACTION ITEM

Background Information:

The District has traditionally entered into agreements with university and internship programs to provide opportunities for university students to meet their field work requirements, and to gain valuable experience in a professional setting. Intern agreements permit university students to provide services to Food Services Department, Anaheim Union High School District, and Anaheim Elementary School District schools as an unpaid intern of the District.

Current Consideration:

Under the direction of the director and assistant director of Food Services, students will observe, work, and participate in school food service operations. Additionally, professionalism, including professional attire, their understanding of school food service, and conduct will be reviewed. The agreement will be effective July 12, 2019, through June 30, 2024.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

EDUCATIONAL SERVICES

- 9.5 **Revised Board Policy 8200 (6164.6); 8200-R (AR 6164.6), Identification and Education Under Section 504, Second Reading** **INFORMATION/ACTION ITEM**

Background Information:

Board Policy 8200; 8200-R, Identification and Education Under Section 504, sets forth the District's commitment that all children, including children with disabilities, should have the opportunity to learn in a safe and nurturing environment, as well as establishes the District's procedures for purposes of implementing Section 504 of the Rehabilitation Act of 1973. The policy was last revised in 2011.

Current Consideration:

A task force of District stakeholders, including District and site administrators, school counselors, social workers, psychologists, Regional Occupational Program instructors, and nurses collaborated over the last year to review and update District practices, policies, and protocols, including the alignment of the District's Section 504 policies with the California School Boards Association model policy. The Board of Trustees is requested to engage in the second reading of revised Board Policy 8200 (6164.6); 8200-R (6164.6).

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review and/or approve Board Policy 8200 (6164.6); 8200-R (AR 6164.6), Identification and Education Under Section 504. **[EXHIBIT E]**

- 9.6 **Revised Board Policy 71105 (6146.1), High School Graduation Requirement, First Reading** **INFORMATION ITEM**

Background Information:

Board Policy 71105 (6146.1) High School Graduation Requirement sets forth the District's commitment to ensure students are provided the opportunity to become college, career, and life ready. The District's graduation requirements are designed to ensure proficiency on curriculum standards, provide a common base of general education, encourage academic excellence, participation in enrichment studies, and comply with California law. The policy was last revised in May 2016.

Current Consideration:

Course sequence updates and feedback from our stakeholders prompted a review of the current District's graduation policy. Our graduation policy drives decisions in terms of District practices and protocols, work was done over the last year to review and update, including the alignment of the District's Section Graduation Policy with the California School Boards Association model policy. The Board of Trustees is requested to engage in the first reading of revised Board Policy 71105 (6146.1).

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review revised Board Policy 71105 (6146.1).

[EXHIBIT F]

9.7 **Agreement, STOPit Solutions**

ACTION ITEM

Background Information:

STOPit Solutions is a tech company that was established in 2013 in response to the cyberbullying epidemic happening in school districts across the nation. STOPit Solutions will help to deter and mitigate bullying, cyber abuse, and other inappropriate behaviors to keep our students safe and cultivate a kind and respectful school climate, online and off. With the STOPit Solutions mobile app, students can anonymously submit a report consisting of text, image(s), and/or video(s) to school administrators who can respond to the incident using two-way communication and get help to individuals in need. STOPit Solutions is also monitored 24 hours a day for reports that reveal the potential for imminent threat to safety, imminent loss of life, imminent harm to the reporter or other third party, imminent sexual misconduct, a crime in progress, or other circumstance, in the judgement of the reviewer, that requires immediate action.

Current Consideration:

STOPit Solutions shall provide online access to each of our school sites within the District and allow an unlimited number of administrators to use STOPit ADMIN. Services are being provided July 1, 2019, through June 30, 2020.

Budget Implication:

The total cost is not to exceed \$4,340. (General Funds and/or TUPE Funds)

Staff Recommendation:

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

9.8 **Linden Educational Services: Global Campus and Internationalization Proposal**

ACTION ITEM

Background Information:

Linden Educational Services are the premier experts for international recruitment in international education for the past 35 years. Educational institutions, governments, counselors, students, and parents have come to depend on their expertise to help students from all over the world reach their educational dreams. Linden's mission has always been to help find the right school and location for each international student. Linden's highest priority is the student's wellbeing and to make sure each student can have the opportunity to attend a school based on his or her needs. Based in Costa Mesa, California, Linden staff

has received primary and secondary education in the United States and are proud graduates of public high schools and inherently know the value of a public school education. In a current climate where American institutions such as public schools are under attack, especially by the growth of charter schools and proliferation of private schools, Linden realizes that a comprehensive international student recruitment model for the Anaheim Union High School District (AUHSD) can be a beaming example of internationalization for public school districts.

Current Consideration:

Linden Educational Services will provide consulting services, international student recruitment, Familiarization (FAM) Tours, including counseling services for international students. Linden Educational Services will assist in matching both the school's and student's wants and needs to each other, thereby creating meaningful partnerships that lead to positive impactful change within the AUHSD schools. Services will be provided August 1, 2019, through August 1, 2020.

Budget Implication:

The total cost is \$93,630, plus an additional per unit cost for each student enrolled, not to exceed an additional \$3,000 per student. (General Funds)

Staff Recommendation:

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

9.9 **Educational Consulting Agreement, Kamee Openshaw Jordan, Servite High School** **ACTION ITEM**

Background Information:

The District is required to extend certain federal categorical program resources to private schools within its boundaries. Title IV of the Elementary and Secondary Education Act (ESEA) is intended to improve students' academic achievement by providing all students with access to a well-rounded education; improving school conditions for student learning; and improving the use of technology for all students. The District has long partnered with Servite High School to provide services to their students and staff.

Current Consideration:

Kamee Openshaw Jordan will provide mental health services and training to Servite High School staff and students. The services will assist Servite High School in the further improvement of school conditions for student learning, as well as maintaining a safe and welcoming campus culture. Services will be provided August 1, 2019, through May 30, 2020.

Budget Implication:

The total cost is not to exceed \$12,000. (Title IV Funds)

Staff Recommendation:

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

9.10 **Service Agreement, Bloom Software dba Thrively** **ACTION ITEM**

Background Information:

Girish Venkat, founder of Thrively, is a lifelong entrepreneur who has spent his career building innovative technology. Thrively is a pro personalized learning platform that helps

parents and teachers guide K-12 students through a journey to develop their strengths, interests, and aspirations, as well as discover their own genius. Thrively is guided by two beliefs: every child is a genius and every child deserves to thrive. The features include a personal strengths assessment, career exploration pathway videos, goal setting, and tracking with their personalized digital portfolio.

Current Consideration:

Thrively will provide services through the Thrively Pro Personalized Learning Platform. Access to Thrively will also include a data-dashboard and reports for school and District staff. Services will also include professional learning for school sites. Services are being provided July 1, 2019, through June 30, 2020.

Budget Implication:

The total cost for services is \$75,000. (LCFF Funds)

Staff Recommendation:

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

9.11 **Memorandum of Understanding (MOU), Sacramento County Office of Education** **ACTION ITEM**

Background Information:

The Census 2020 Project brings together the Sacramento County Office of Education (SCOE), the Los Angeles County Office of Education (LACOE), and Fresno County Office of Education (FCOE) to develop materials, resources, and teacher guides designed to bring about a greater awareness of and appreciation for the U.S. Census. This project includes resource creation, as well as testing, awareness building, and ultimately student project work around the 2020 census. Lessons created through this project will closely follow the Inquiry Arc of the College, Career, and Civic Life (C3) Framework developed by the National Council for the Social Studies. This is widely accepted as a relevant and effective way for students to learn about an issue and take informed action.

Current Consideration:

South Junior High School will pilot the Census 2020 Project lessons in their social studies classrooms. Using a standardized template, teachers will identify relevant areas in their curriculum where either Census information could be used in an investigation or the census itself could be the topic of discussion to advance an historical concept. Through these lessons, students will research the issues around the current Census and develop a means to advocate for a complete count. Services are being provided June 30, 2019, through June 30, 2020.

Budget Implication:

There is no impact to the budget. South Junior High School will be compensated \$1,500.

Staff Recommendation:

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

9.12 **Memorandum of Understanding (MOU), Building Business Leaders of California** **ACTION ITEM**

Background Information:

Building Business Leaders of California (Building BLOC) is a non-profit organization that works with local communities to foster close-knit and supportive networks for career development, leadership, and service.

Current Consideration:

Building BLOC would like to partner with the District to provide a free service to help students access volunteer opportunities within the community and in various industries. The primary goal of this agreement is to maximize the number of high school students fulfilling service-learning and work-based learning experiences. This partnership will provide access to a web-based platform for students to readily locate work-based and service-learning opportunities. Services will be provided July 12, 2019, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

9.13 **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:

- 9.13.1 Fellowship Club, Cypress High School **[EXHIBIT M]**
- 9.13.2 Food Science Club, Cypress High School **[EXHIBIT N]**
- 9.13.3 Girl Up, Cypress High School **[EXHIBIT O]**
- 9.13.4 Victory Bible Club, Gilbert High School **[EXHIBIT P]**
- 9.13.5 Technology Student Association, Kennedy High School **[EXHIBIT Q]**
- 9.13.6 E-Sports Club, Dale Junior High School **[EXHIBIT R]**
- 9.13.7 Lexington FBLA, Lexington Junior High School **[EXHIBIT S]**

Budget Implication:

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

Staff Recommendation:

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

HUMAN RESOURCES

9.14 Salary Increase for Executive Director, Greater Anaheim Special Education Local Plan Area (GASELPA)

ACTION ITEM

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:

Due to the salary increase reached with the bargaining and non-bargaining employee associations of the District, the salary increase for the executive director of GASELPA shall increase by 1.75 percent using pass-through funds. This increase was approved by the GASELPA Board of Trustees on April 3, 2019.

Budget Implication:

There will be no direct impact to the District's budget. The executive director of GASELPA salary increase is estimated to be \$3,578, for a total annual salary of \$208,034, effective July 1, 2018. This additional expense will be paid using GASELPA funds.

Staff Recommendation:

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

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, The Sobel Group, Inc.

Background Information:

In the event of an emergency, first-responders will show up to a District site with little to no knowledge of buildings or where specific rooms are located. Immediate access to information that can aid the first-responders can be critical in assessing a situation in developing a plan to immediately and successfully address a situation. Working together with local authorities and providing them site specific information will give them an invaluable tool to use when responding to an emergency situation.

Current Consideration:

The Sobel Group, Inc. successfully worked with Anaheim Union High School District, Anaheim and La Palma Police departments, as well as Anaheim and La Palma Fire

departments staff to prepare the portion of the Anaheim High School's school safety plan that included tactical responses to emergency incidents. As part of the service, The Sobel Group, Inc. worked with District and school specific personnel to develop a visual map of the tactical response plan as one of the steps used to safeguard pupils and staff in an effort to secure the premises. Several on-site school visits were conducted to collect site specific information and digital imagery. After all data was collected, an electronic report with an electronic usable file was provided for use by the District and first-responders.

The Sobel Group, Inc. will provide the same service model and electronic reports for Walker Junior High School and will involve first-responders from our other servicing cities. The agreement will be signed following Board approval.

Budget Implication:

Services will be provided at a cost not to exceed \$20,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with The Sobel Group, Inc. pursuant to Government Code 53060. [EXHIBIT T]

10.2 **Agreement, Arbitrage Rebate Computation for General Obligation Bonds, Election 2014, Series 2018**

Background Information:

Internal Revenue Regulations require Arbitrage Rebate Computations to be completed no later than five years from the date of a debt issuance, and every five years thereafter. American Municipal Tax-Exempt Compliance Corporation (AMTEC) provided the same services for the 2015 General Obligation Bond Series.

Current Consideration:

AMTEC will provide the arbitrage study to determine if any excess interest is earned on the \$83,000,000 General Election Bonds Election 2014, Series 2018. If there is excess interest earned, AMTEC will provide the IRS form for the District to file. The District would be responsible to make any necessary payment resulting from the filing. School districts are not allowed to earn interest on borrowings in excess of IRS set limits.

Budget Implication:

The total cost is anticipated to be \$600 annually. (General Funds)

Staff Recommendation:

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

10.3 **Agreement, Arbitrage Rebate Computation for Anaheim Union High School District 2017 Certificates of Participation**

Background Information:

Internal Revenue Regulations require Arbitrage Rebate Computations to be completed no later than five years from the date of a debt issuance, and every five years thereafter. The District Certificates of Participation we issued in February 2017. The District has used American Municipal Tax-Exempt Compliance Corporation (AMTEC) for the same services for the 2015 General Obligation Bond Series.

Current Consideration:

AMTEC will provide the arbitrage study to determine if any excess interest is earned on the \$34,595,000 District Certificates of Participation. If there is excess interest earned, AMTEC will provide the IRS form for the District to file. The District would be responsible to make any necessary payment resulting from the filing. School districts are not allowed to earn interest on borrowings in excess of IRS set limits.

Budget Implication:

The total cost is anticipated to be \$500 annually. (General Funds)

Staff Recommendation:

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

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

Background Information:

The California Clean Energy Jobs Act was created with the approval of Proposition 39 in the statewide general election of November 2012. The statute made changes to the corporate income tax code and allocated projected revenue to the State's General Fund and the Clean Energy Job Creation Fund for five fiscal years, beginning with fiscal year 2013-14. The revenue generated has already been distributed to school districts for the purpose of implementing energy efficient projects at schools and other district facilities.

In 2018, the District utilized Proposition 39 funding for the replacement of lighting at various school sites. Currently, the District is electing to use some of its allocated Proposition 39 funding for the replacement of aging heating, ventilation, and air conditioning (HVAC) equipment with new energy-efficient units, and possibly lighting. Additionally, the District desires to continue to migrate its HVAC controls to an energy management system (EMS), which greatly improves the District's ability to monitor the use and maintenance of its equipment. The sites selected for this project are Anaheim and Katella high schools, Hope School, and potentially Kennedy and Savanna high schools, as well as the Gilbert West facility. These sites have HVAC equipment and controls in the greatest need for replacement.

Due to the specialized nature of the work and procurement schedule, staff has determined that the best project delivery method would be through a Design-Build agreement, which the District is authorized to utilize pursuant to Education Code Sections 17250.2 et. al. Under this method of delivery, one entity is responsible for designing and constructing the improvements. The selection of this entity is based on a best-value evaluation, which takes into account a number of factors including, but not limited to, cost, experience of team members, and preliminary design.

Current Consideration:

In January 2019, the Board of Trustees approved the use of the Design-Build project delivery method for the design and construction of the Proposition 39 HVAC project. The District issued a Request for Proposals (RFP) for these Design-Build services in February 2019. On June 20, 2019, after evaluation of the submitted qualifications, proposals, and interviews of the shortlisted firms, the Board of Trustees approved the selection of Trane U.S., Inc. dba Trane (Trane), as the Design-Build contractor for the project based on the fact it achieved the highest best value score pursuant to the criteria set forth in the RFP.

Staff has negotiated the Design-Build agreement, which includes the guaranteed maximum price (GMP), allowances and contingencies, pursuant to the terms indicated in the Design-Build contract documents. On June 26, 2019, the assistant superintendent, Business, under Board approved delegation of authority, entered into the Design-Build agreement with Trane. The agreement is subject to ratification by the Board.

Budget Implication:

The cost of the services is based on a GMP. The final GMP and allowances will not exceed \$3,086,483. The GMP including the District contingency will not exceed \$3,148,213. (Proposition 39 Funds and/or Routine Restricted Maintenance Funds as needed)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the Design-Build agreement with Trane.

10.5 **Award of Bids**

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

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2019-41	Cypress and Loara high schools Pool Renovations (General Funds and other funds as appropriate)	Fast-Track Construction Corp.	\$5,960,400
2020-01	Kennedy High School Relocatable Buildings Project (Developer Fees)	JM & J Contractors	\$584,389
2020-02	Oxford Academy Security Fencing (Measure H Funds and other funds as appropriate)	Econo Fence, Inc.	\$73,455

Staff Recommendation:

It is recommended that the Board of Trustees award the bids as listed.

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

Background Information:

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

Current Consideration:

This agreement generates revenue from the meals served and provides service to the community. Staff requests approval for services to be provided for the one-year agreement, effective August 8, 2019, through June 30, 2020. The Food Services Department prepares and delivers meals to OCDE-DHH students on a daily basis and claims reimbursement for those meals. The agreement will be signed following Board approval.

Budget Implication:

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

Staff Recommendation:

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

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

Background Information:

By piggybacking onto other public agencies existing bids, our District can take advantage of lower costs through economy-of-scale, and also avoid the time and expense of the public bid process, while keeping the District within our legal requirements. Per Public Contract Code (PCC) 20118, a district may acquire various materials, supplies, and equipment by utilizing an existing bid of another public entity, which is commonly known as piggybacking.

Current Consideration:

The District has determined that the following can be utilized to acquire various products at their best value:

Fullerton School District-RFP No. 2019-04: Distribution of Frozen, Refrigerated, Processed Commodity, Snacks, and Dry Food Products and related items awarded to Gold Star Foods through June 30, 2020, with the option to extend for up to two additional years. The projected expenditures for the procurement of these products will be approximately \$7,500,000 annually.

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

Budget Implication:

This agreement allows the Food Services Department to take advantage of the lower costs and services afforded to other districts. (Cafeteria Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the use of the piggyback bid as listed above with Gold Star Foods pursuant to PCC 20118 through June 30, 2020, including extensions of the agreement.

10.8 **Piggyback Contract for Servers, Data Storage, Data Communication Hardware, Software, and Related Services**

Background Information:

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

The District will purchase servers, data storage equipment, data communications hardware, software, and related services from Hewlett-Packard Company, pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq. utilizing the Master Price Agreement No. MNNVP-134 for servers, storage, software, and related services, as well as AR1464 for data communications hardware, software, and related services. These contracts

were awarded by the states of Minnesota and Utah with the National Association of State Procurement Officials/Western States Contracting Alliance (NASPO-WSCA) respectively and approved for use by the State of California Department of General Services (DGS) through the California Participating Addendum 7-15-70-34-002 and 7-14-70-06 respectively.

Current Consideration:

NASPO/WSCA is an alliance consisting of many 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" purchase, based on volume-discounted prices, where orders can be placed through an approved servicing contractor (authorized reseller). The volume is being pooled with other members of the NASPO-WSCA alliance to obtain the very lowest prices. Minnesota was the state that took the lead on MNNVP-134 and Utah on AR1464, as well as processed bids that resulted in an award of contracts to Hewlett-Packard Company. The District has been purchasing directly from the Hewlett Packard Company and can also purchase from Sehi Computer Products, Inc., an approved servicing contractor (authorized reseller).

This will allow staff to make purchases through March 31, 2020, on California Participating Addendum 7-15-70-34-002. This will also allow purchases through May 31, 2020, on California Participating Addendum 7-14-70-06.

Budget Implication:

This contract is intended to provide a buying vehicle for the purchase of servers, data storage, data communications hardware, software, and related services to meet the information technology needs of students, faculty, and the District's business applications on an as needed basis. The total amount of the award is not to exceed \$500,000 per fiscal year. (Various Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the use of the contract, including extensions, for the purchase of servers, data storage, data communications hardware, software, and related services utilizing NASPO-WSCA Master Price Agreement No. MNNVP-134 and AR1464, approved for use by the State of California's Department of General Services through the California Participating Addendum 7-15-70-34-002 and 7-14-70-06 to Hewlett-Packard Company (Hewlett Packard Enterprise and HP. Inc.), directly or to the State Approved Authorized Reseller Sehi Computer Products, Inc.

10.9 **Award of RFP 2020-03, Public Opinion Research Services**

Background Information:

In an effort to assist the Board of Trustees in the decision to consider a potential ballot measure for a general obligation bond, services from public opinion research firms were solicited. This type of firm will develop and conduct surveys with a sample of voters within the boundaries of the Anaheim Union High School District. The results of these surveys will be analyzed and provided to the District in the form of an executive summary and presentation. At this point, a clearer view of the likelihood of a general bond passing or not can be established. This type of service is an integral and important part of the process, and will assist in determining the voters' climate related to a general obligation bond measure.

Current Consideration:

A Request for Proposal (RFP) was completed by staff, and an award is being recommended to the public opinion research firm Fairbank, Maslin, Maullin, Metz and Associates (FM3). In January 2014, FM3 conducted a survey with a sample of voters within the boundaries of the Anaheim Union High School District in an effort to assist the Board of Trustees in the decision to consider a potential ballot measure, Measure H, for a general obligation bond. The results of their survey were almost identical to the actual poll results. In addition to accurately assessing voter support for the bond measure, FM3 research also identified voters' top priorities for bond-funded campus improvements and expansion projects, as well as identified the legally permissible, non-advocacy themes, and messages that were most effective in building and solidifying public support for the bond measure. They also have extensive experience with many Southern California bond measures, including multiple Orange County school districts.

A survey will be prepared, administered, and analyzed to provide the District a report, in the form of an executive summary, for use at the District's Community Colloquium event to be held on August 17, 2019. At that point, a clearer view of the likelihood of a general bond passing, or not, could be established. This type of service is an integral and important part of the process and will assist in determining the voters' climate related to a general obligation bond measure.

Budget Implication

The total amount of the award is not to exceed \$37,538. (General Funds)

Staff Recommendation

It is recommended that the Board of Trustees award RFP 2020-03 to Fairbank, Maslin, Maullin, Metz and Associates.

10.10 **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 17545 et al.

[EXHIBIT X]

10.11 **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 Y]

10.12 **Donations**

Staff Recommendation:

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

[EXHIBIT Z]

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports June 11, 2019, through June 30, 2019. [EXHIBITS AA and BB]

10.14 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report June 11, 2019, through June 30, 2019. [EXHIBIT CC]

10.15 **SUPPLEMENTAL INFORMATION**

10.15.1 ASB Fund, May 2019 [EXHIBIT DD]

10.15.2 Cafeteria Fund, April 2019 [EXHIBIT EE]

EDUCATIONAL SERVICES

10.16 **Agreement, North Orange County Regional Occupational Program (NOCROP)**

Background Information:

The District has had a longstanding partnership with NOCROP, whereby NOCROP agrees to provide teachers and instructional support, including textbooks, consumable supplies, and other required course materials, for ROP studies maintained by NOCROP in the District.

NOCROP engaged the services of School Services of California to design a joint powers agreement, which outlines the specifics of the relationship between the District and ROP, as well as the compensation agreement for ROP classes.

Current Consideration:

The District will enter into a joint powers agreement with NOCROP to provide educational classes within the District for ROP studies. The number of classes, which is currently set at 255.8 classes, may be adjusted each year based on the needs of the District. Services will be provided July 1, 2019, through June 30, 2020.

Budget Implication:

For the 2019-20 year based on our current allocation of 255.8 classes, the District will pay NOCROP \$25,008 per section, for a total of up to \$6,595,148. Actual amount may vary based upon the number of sections used by the District. (General and CTEIG Funds)

Staff Recommendation:

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

10.17 **Memorandum of Understanding (MOU), Constitutional Rights Foundation, Orange County (CRF-OC)**

Background Information:

CRF-OC provides a juvenile peer court diversion program that offers a second chance to first-time juvenile offenders who have committed misdemeanor-level offenses. They also provide a valuable educational experience to junior and senior high school students interested in civic engagement. The program is designed to change negative behaviors of

juvenile offenders, provide restorative justice for families and the community, as well as teach individual accountability and responsible decision-making.

Current Consideration:

During the 2019-20 year, a total of eight Peer Court sessions will be coordinated at various comprehensive junior and/or senior high schools within the District. Students interested in civic engagement will be recruited to participate in the program. Services will be provided September 1, 2019, through August 30, 2020.

Budget Implication:

The total cost is not to exceed \$8,000. (LCFF Funds)

Staff Recommendation:

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

10.18 **Independent Contractor Agreement, Anxiety and Depression Center, Perry Passaro, Ph.D.**

Background Information:

The Anxiety and Depression Center provides threat assessment evaluations of students and their families at the request of the District to help determine next steps, support, and services. The center also provides assessment evaluations for students as requested by the Special Youth Services Department.

Current Consideration:

The Anxiety and Depression Center is used by the District when there is a need for an in-depth assessment, a significant concern that a student may be a danger to self or others, and/or requires further emergency assessment. The Anxiety and Depression Center will provide clinical evaluations that must be conducted by a clinical psychologist who has experience diagnosing and treating significant mental health issues. Services will be provided July 12, 2019, through June 30, 2020.

Budget Implication:

The total cost is not to exceed \$50,000. (LCFF Funds)

Staff Recommendation:

The Board of Trustees is requested to approve the independent contractor agreement. [EXHIBIT HH]

10.19 **Terms and Conditions, 1Million Project Foundation**

Background Information:

On October 11, 2018, the Board of Trustees approved a Board item to use the 1Million Project (1MP). Their mission is to help one million high school students reach their full potential by ensuring they have the devices and connectivity necessary to succeed in school and achieve their goals. Thus far, they have provided services to more than 200,000 students, including more than 1,000 District students.

Current Consideration:

1MP provided an updated electronic Terms and Conditions page to fill out District information and submit with a "yes" to 1MP terms and conditions. Changes to the program include an increase in service from 3gb to 10gb of Sprint, high-speed data per month; more

school site accountability; and the ability to make up to three device orders per year. The terms and conditions will be signed after Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the Terms and Conditions.

[EXHIBIT II]

10.20 **Amendment, Parchment Inc.**

Background Information:

The District started using Docufide's transcript services for students, alumni, employment, and graduation verification at the June 26, 2008, Board of Trustees' meeting. Docufide's name change to Parchment was brought forward for approval at the June 18, 2013, Board of Trustees' meeting. Parchment is the most widely adopted digital credential service, allowing learners, academic institutions, and employers to request, verify, and share credentials in simple and secure ways. Thousands of schools and universities exchanged more than 30 million transcripts and other credentials through Parchment. The program is self-funded based on fees collected.

Current Consideration:

The purpose of the amendment is to update the fee structure to enable the service to be self-funded. The District has embarked on multiple projects to digitize all transcripts to provide the ability to make online transcript requests. The agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

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

Background Information:

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

Current Consideration:

The Language Network provided translation and interpretation services in the 2018-19 year in Arabic, Farsi, Hindi, Urdu, Tagalog, Punjabi, and Bengali, as well as Mandarin Chinese. These services included parent interpretation support in meetings, and the translation of written documents, primarily for Individualized Education Plan (IEP) meetings. It is projected this demand will continue to increase in the 2019-20 year. Services will be provided August 1, 2019, through July 31, 2020.

Budget Implication:

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

Staff Recommendation:

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

10.22 **Memorandum of Understanding (MOU), Orange County Human Relations, Bridges**

Background Information:

The Orange County Human Relations Council (OCHRC) and the District have a long-standing relationship that dates back to 1998 when OCHRC partnered with the District in a program called Bridges. OCHRC has committed to working with District school site teams comprised of a teacher advisor, administrative support, and students for the purposes of establishing a comprehensive school inter-group relations program. OCHRC agrees to provide services, which have included, but are not limited to: Bridges and Restorative Schools Program, creating connected campuses, and quarterly program development days training for selected schools in the District. Services also include leadership orientation, task formation, and follow up during the year, all-day student retreats, all-day trainings/strategy sessions for faculty, planning and implementation of strategies for parent outreach and involvement, assist in planning of schoolwide projects, mediation services for both students and adults, anger management, as well as anti-bullying and diversity training. OCHRC has also volunteered in times of crisis to make themselves available for social and emotional support.

Current Consideration:

OCHRC has pledged to continue to staff a full-time Restorative Justice Specialist at Ball, Brookhurst, and Dale junior high schools, as well as continue their work in the Bridges program with Anaheim, Loara, Magnolia, Savanna, and Western high schools, as well as Sycamore, and South, Walker, and Lexington junior high schools. OCHRC will pay teachers at the participating Bridges program schools a \$1,000 stipend or two \$500 stipends to the teacher advisor(s) at each participating school site. Services will be provided July 12, 2019, through June 30, 2020.

Budget Implication:

The total cost is not to exceed \$195,000. (General and LCFF Funds)

Staff Recommendation:

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

10.23 **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 High School 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, 2019, through June 30, 2020.

Budget Implication:

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

Staff Recommendation:

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

10.24 **Memorandum of Understanding (MOU), Girls Incorporated of Orange County**

Background Information:

Girls Inc. is a private, non-profit agency, which has been serving girls ages four-and-a-half to 18 years, since 1954. They are an affiliate of the national Girls Inc., which serves approximately 125,000 girls annually across the United States and Canada. Girls Inc. develops research-based supplementary educational programs that encourage girls to master physical, intellectual, and emotional challenges. The programs focus on career and life planning, health education, leadership, community action, self-reliance and life skills, as well as cultures and heritage, academic achievement, participation in sports, excellence in math, science, and technology.

Current Consideration:

Girls Inc. provide comprehensive supplemental after-school programs that promote positive body image, good nutritional and social habits, communication skills and leadership traits at Ball, Dale, Orangeview, South, and Sycamore junior high schools, as well as Katella, Magnolia, and Western high schools. The programs are a supplementary resource for school counseling departments. Girls Inc. will work collaboratively with school counseling departments to refer students to the programs and to monitor students who have participated in the programs. Services will be provided July 12, 2019, through June 30, 2022.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.25 **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 7, 2019, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.26 **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, 2019, through June 30, 2020.

Budget Implication:

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 PP]

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

Background Information:

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

Current Consideration:

San Gabriel Unified School District (SGUSD) has requested to enter into a MOU with the District permitting students from SGUSD to be enrolled in specialized programs operated by the District. The MOU for placing special education students from SGUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided from August 8, 2018, through June 30, 2019.

Budget Implication:

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

Staff Recommendation:

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

10.28 **California Interscholastic Federation (CIF) League 2019-20 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, 2019. 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.

Staff Recommendation:

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

10.29 **Individual Service Contracts**

Staff Recommendation:

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

10.30 **Field Trip Report**

Staff Recommendation:

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

HUMAN RESOURCES

10.31 **Agreement, Rancho Santiago Community College District**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable professional experiences. This agreement provides the opportunity for Rancho Santiago Community College District speech language pathology students to provide supervised support services to District students and staff.

Current Consideration:

The agreement with Rancho Santiago Community College District will provide for clinical training to build skills needed as speech language pathology assistant. The agreement will be effective July 11, 2019, through July 10, 2024. University students will meet with District clinical supervisors (speech language pathologists) at the student's assigned school site to be involved in the student's preparation to be a speech language pathology assistant. This agreement provides opportunities for the student to observe, participate, and assist in the District's speech language pathology program. Clinical supervisors will discuss and model effective planning, instruction, and management strategies. Additionally, professional attire,

development, and conduct will be reviewed. The agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.32 **2018-19 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 12th grade. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education.

Current Consideration:

The Williams Uniform Complaints Fourth Quarterly Report, April 1, 2019, through June 30, 2019, 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 VV]

10.33 **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), as well as 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/mentors.

Current Consideration:

The purpose of this agreement is to provide the District the ability to train administrators as coaches/mentors and 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 2019-20 year. Services are being provided July 1, 2019, through May 31, 2020. The agreement will be signed following Board approval.

Budget Implication:

The total cost is not to exceed \$2,035.00. (General Funds)

Staff Recommendation:

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

10.34 **Wellness Program Consulting Agreement, Synergy Spa & Wellness Solutions**

Background Information:

The District utilizes health and wellness professionals with expertise in a specific field to provide targeted programs and services that fulfill the mission and vision of the Well Done! employee wellness program. Professionals must meet credentialing and certification requirements as mandated by each field and provide evidence of liability insurance as required by the District.

Current Consideration:

Synergy Spa & Wellness Solutions will provide chair massages to District employees. Services will be provided July 11, 2019, through June 30, 2020.

Budget Implication:

The total cost is not to exceed \$15,000. (Wellness Funds)

Staff Recommendation:

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

10.35 **Certificated Personnel Report**

Staff Recommendation:

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

10.36 **Classified Personnel Report**

Staff Recommendation:

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

SUPERINTENDENT'S OFFICE

10.37 **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 2019-20 year is not to exceed \$175. (General Funds)

Staff Recommendation:

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

10.38 **Board of Trustees' Meeting Minutes**

June 13, 2019, Regular Meeting

Staff Recommendation:

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

[EXHIBIT AAA]

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 15, 2019, at 6:00 p.m.

Thursday, September 12
Thursday, October 10

Tuesday, November 5
Thursday, December 12

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 8, 2019.

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

RESOLUTION REQUESTING BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO ESTABLISH TAX RATE FOR BONDS OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2019-20, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH.

RESOLUTION NO. 2019/20-B-01

July 11, 2019

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

WHEREAS, this Board of Trustees (the "Board") of the Anaheim Union High School District (the "District"), located in Orange County (the "County"), California, is authorized to, and intends to, issue a series of its bonds for purposes authorized by the voters of the District on November 4, 2014 ("Measure H"); and

WHEREAS, the Board of Supervisors of the County is required to take action approving a tax rate for payment of indebtedness of the District during Fiscal Year 2019-20, and it is the responsibility of the Auditor-Controller of the County to calculate the tax rate for the Board of Supervisors' action thereon; and

WHEREAS, this Board has determined that it is not possible or advisable to issue the next series of the District's bonds in time to permit the Auditor-Controller of the County, or other appropriate County official, to calculate the tax rate necessary to pay debt service on such bonds in order that such tax rate may be reflected on 2019-20 property tax bills of taxpayers in the District; and

WHEREAS, the Education Code of the State of California provides that the Board of Supervisors of each county shall annually, at the time of making the levy of taxes for county purposes, estimate the amount of money required to meet the payment of the principal of and interest on the bonds authorized by the electors of the District and not sold, and which the Board of Trustees of the District informs the Board of Supervisors in their belief will be sold before the next tax levy, and further provides that the Board of Supervisors shall levy a tax sufficient to pay the principal and interest so estimated; and

WHEREAS, this Board deems it necessary and desirable to issue one series of the District's bonds authorized by Measure H during Fiscal Year 2019-20 pursuant to applicable provisions of the Government Code, and that the County levy a tax for payment on debt service estimated to come due on such bonds prior to the tax levy for Fiscal Year 2020-21, and believes that such bonds will be sold during Fiscal Year 2019-20.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF ANAHEIM UNION HIGH SCHOOL DISTRICT:

Section 1. Recitals. All of the above recitals are correct.

Section 2. Estimate of Tax Levy. The superintendent or the assistant superintendent of Business of the District or such other officer of the District as either

authorized officer may designate (each, an "Authorized District Representative"), are hereby authorized and directed to prepare, or cause the municipal advisor to the District to prepare, an estimate of all payments of principal and interest which shall become due on a series of Measure H bonds of the District expected to be sold prior to the making of the tax levy for Fiscal Year 2020-21, and to cause the debt service schedule so prepared to be provided to the Board of Supervisors and the Auditor-Controller of the County and to any other officers of the County responsible for preparing the tax levy for bonds of the District and for levying the tax. The District estimates that the sale of its Measure H bonds shall be in the amount of \$102,545,000, an amount within the District's authorized but unissued bonds for Measure H, and are expected to be sold in November 2019.

Section 3. Request to County to Levy Tax. The Board of Supervisors of the County is hereby requested, in accordance with Education Code Sections 15252-15254, to adopt a tax rate for bonds of the District expected to be sold during Fiscal Year 2019-20, based upon the estimated debt service schedule to be prepared by officers of the District, and to levy a tax in Fiscal Year 2019-20 on all taxable property in the District sufficient to pay the estimated debt service for such bonds. The proceeds of such tax shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

Section 4: Application of Tax Proceeds. In the event that the bonds of the District are not sold during Fiscal Year 2019-20, or sold in such amount and on such terms that the proceeds of the tax requested in Section 3 hereof, or any portion thereof, are not required for payment of debt service due on the series of Measure H bonds expected to be sold, or payment of other outstanding bonds of the District payable from the debt service fund of the District, this Board hereby requests that the Auditor-Controller, or other appropriate official of the County cause the remaining proceeds of the tax to be held in the District's debt service fund and applied to debt service on outstanding bonds of the District.

Section 5. Filing of Resolution. The secretary of this Board is hereby authorized and directed to file forthwith a certified copy of this resolution with the clerk of the Board of Supervisors of the County, and to cause copies of this resolution to be delivered to the Auditor-Controller and the Treasurer-Tax Collector of the County.

Section 6. Further Authorization. The president of this Board, the secretary of this Board, or any Authorized District Representative, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this resolution in connection with the sale of the bonds of the District, which any of them deem necessary and desirable to accomplish the purpose hereof.

Section 7. Effective Date. This resolution shall take effect from and after its adoption.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on July 11, 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 11th day of July 2019, 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 11th day of July 2019.

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

**ADOPTION AGREEMENT #002
GOVERNMENTAL
403(b) NON-ERISA VOLUME SUBMITTER PLAN**

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the FIS Business Systems LLC Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Volume Submitter Plan provisions. This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices, constitute the Employer's plan document. All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections. Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

**ARTICLE 1
DEFINITIONS**

1. **EMPLOYER; PLAN; PLAN ADMINISTRATOR** (1.29; 1.52; 1.53). (A Plan amendment is not needed solely to change the information in (a) or (d) below.)

(a) **Employer Information**

Name of Adopting Employer: Anaheim Union High School District

Address: 501 N. Crescent Way

City Anaheim State California Zip 92801

Telephone: (714) 999-5693

EIN: 95-6000120

(b) **Plan Information**

Plan name: Anaheim Union High School District 403(b) Plan

(c) **Type of entity.** (Choose (1) or (2)):

(1) **Public School.** See 1.57.

(2) **Other Governmental employer exempt under Code §501(c)(3).**

(d) **Plan Administrator Information** (If no Plan Administrator is named, the Employer is the Plan Administrator)

Name: SchoolsFirst Plan Administration, LLC

Address: 15222 Del Amo Ave

City Tustin State CA Zip 92780

Telephone: (800) 462-8328 x4727

2. **PERMITTED INVESTMENTS** (1.42). The Plan permits Custodial Accounts invested in mutual funds under Code §403(b)(7) and Annuity Contracts under Code §403(b)(1).

3. **ERISA STATUS** (1.34). The Plan is a governmental plan exempt from ERISA.

4. **PLAN YEAR** (1.54). Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every:

[Note: Complete any applicable blanks under Election 4 with a specific date, e.g., June 30 OR the last day of February OR the first Tuesday in January. In the case of a Short Plan Year, include the year, e.g., May 1, 2016.]

Plan Year (Choose (a), (b) or (c)):

(a) **December 31.**

(b) **Fiscal Plan Year:** ending: _____.

(e) Other: _____ (e.g., a 52/53 week year ending on the date nearest the last Friday in December).

Short Plan Year (Choose (d) if applicable.):

(d) Short Plan Year: commencing: _____ and ending: _____.

5. **EFFECTIVE DATE (1.23).** The Employer's adoption of the Plan is a (Choose (a) or (b). Complete (c); complete (d) if an amendment and restatement. Choose (e) and (f) if applicable.):

(a) New Plan.

(b) Restated Plan.

Initial Effective Date of Plan (enter date)

(c) 06/19/2003 (hereinafter called the "Effective Date" unless 5(d) is entered below)

Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.)

(d) 01/01/2010 (enter month day, year; may enter a restatement date that is the first day of the current Plan Year) (hereinafter called the "Effective Date")

[Note: See Section 1.60 for the definition of Restated Plan. If this Plan is a Restatement under Rev. Proc. 2013-22, in order to have retroactive reliance, the Restatement Effective date generally should be the later of January 1, 2010 or the Initial Effective Date. The Restatement Effective Date can be as early as January 1, 2009 but there is no retroactive reliance prior to January 1, 2010. If specific Plan provisions, as reflected in this Adoption Agreement and the basic plan document, do not have the Effective Date stated in this Election 5, indicate as such in the election where called for or in Appendix A.]

Additional Effective Dates (Choose if applicable)

(e) Restatement of surviving and merging plans. The Plan restates two (or more) plans (Complete 5(c) and (d) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable.):

(1) Merging plan. The _____ Plan was or will be merged into this surviving Plan as of: _____. The merging plan's restated Effective Date is: _____. The merging plan's original Effective Date was: _____.

(2) Additional merging plans. The following additional plans were or will be merged into this surviving Plan (Optional to complete a. and b. if applicable. May attach an addendum to add additional plans.):

	<u>Name of merging plan</u>	<u>Merger date</u>	<u>Restated Effective Date</u>	<u>Original Effective Date</u>
a.	_____	_____	_____	_____
b.	_____	_____	_____	_____

(f) Special Effective Date for Elective Deferral provisions: _____

[Note: If Elective Deferral provision is not effective as of the Initial Effective Date or the Restatement Effective Date, enter the date as of which the Elective Deferral provision is effective. The Special Effective Date may not precede the date on which the Employer adopted the Plan.]

6. **CONTRIBUTION TYPES (1.12).** The Employer and/or Participants, in accordance with the Plan terms, make the following contributions to the Plan (Choose one or more of (a) through (f)).:

(a) Mandatory Employee Contributions. See Section 3.04(A)(3) and Election 18.

(b) Pre-Tax Elective Deferrals. See Section 3.02 and Elections 19 – 21.

(1) Roth Deferrals. See Section 3.02(F) and Elections 19 – 21. [Note: The Employer may not limit Elective Deferrals to Roth Deferrals only.]

(c) Matching. See Sections 1.36, 1.47, and 3.03 and Elections 22, 23, 27, 28 and 32.

(d) Nonelective. See Sections 1.48 and 3.04 and Elections 25 through 28.

(e) Employee (after-tax). See Section 3.09 and Election 32.

(f) None (frozen plan). The Plan is/was frozen effective as of: _____. See Sections 3.01(F) and 9.04.

[Note: Elections 18 through 26 and Election 32 do not apply to any Plan Year in which the Plan is frozen.]

7. **EXCLUDED EMPLOYEES (1.35).** The following Employees are not Eligible Employees (either as to the overall Plan or the designated contribution type) (Choose (a), (b) or (c). See also Election 18(e).):

- (a) **No Excluded Employees.** All Employees are Eligible Employees as to all Contribution Types.
- (b) **Exclusions - same for all Contribution Types.** The following Employees are Excluded Employees for all Contribution Types (Choose one or more of (e) through (h) and/or (l). Choose column (1) for each exclusion elected at (e) through (h).):
- (c) **Exclusions.** The following Employees are Excluded Employees (either as to all Contribution Types or to the designated Contribution Type) (Choose one or more of (d) through (l)):

[Note: For this Election 7, unless described otherwise in Election 7(l), Elective Deferrals includes Pre-Tax Deferrals, and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(d) <input type="checkbox"/> No exclusions. No exclusions as to the designated Contribution Type.	N/A (See Election 7(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Non-Resident Aliens. See Section 1.35(B).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Employees who normally work less than 20 hours per week. See Section 1.35(E) (e.g., if any such excluded Employee actually completes a Year of Service).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> Student Employees. See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> Other Employer plan. Employees who are eligible to participate in another plan of the Employer which is a (Choose one or more of a. through c.):	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. <input type="checkbox"/> 401(k) plan					
b. <input type="checkbox"/> 403(b) plan					
c. <input type="checkbox"/> governmental 457(b) plan					
(i) <input type="checkbox"/> Collective Bargaining (union) Employees. See Section 1.35(A).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> Per Diem Employees.	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> Describe exclusion: _____	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> Describe exclusion: _____ (e.g., exclude hourly paid employees).					

[Note: The Employer may not complete Election 7(l) in a manner which would violate the universal availability rule of Treas. Reg. §1.403(b)-5(b), after taking into consideration the entity rules of Treas. Reg. §1.403(b)-5(b)(3) and the transition rules of Treas. Reg. §1.403(b)-10(d). Accordingly, Election 7(m) may only be used to provide an exclusion for Elective Deferrals if the Employer is a Church or the excluded Employees are eligible to make elective deferrals under another 403(b), 401(k) or governmental 457(b) plan of the Employer.]

[Note: Any exclusion under Election 7(k) or 7(l), except for Employees who normally work less than 20 hours per week, may not be based on age or Service. See Election 14 for eligibility conditions based on age or Service.]

8. **COMPENSATION (1.11).** The following Compensation (as adjusted under Elections 9 and 10) applies in allocating Employer Contributions (or the designated contribution type) (Choose one or more of (a) through (e). Choose (f) if applicable.):

[Note: Unless described otherwise in Election 8(e), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions. In applying any Plan definition which references Section 1.11 Compensation, where the Employer in this Election 8 elects more than one Compensation definition for allocation purposes, the Plan Administrator will use W-2 wages for such other Plan definitions if the Employer has elected W-2 wages for any Contribution Type or Participant group under Election 8. If the Employer has not elected W-2 wages, the Plan Administrator for such other Plan definitions will use 415 Compensation.]

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(a) <input checked="" type="checkbox"/> W-2 wages increased by Elective Deferrals.	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Code §3401 federal income tax withholding wages increased by Elective Deferrals.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> 415 Compensation.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> Describe Compensation by Contribution Type or by Participant Group: _____	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(e) Describe Compensation by Contribution Type or by Participant Group: _____

[Note: Under Election 8(d) or 8(e), the Employer may: (i) elect Compensation from the elections available under Elections 8(a), (b), (c) or (d), or a combination thereof as to a Participant group (e.g., W-2 Wages for Matching Contributions for Campus A Employees and 415 Compensation in all other cases); and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Election 8(a).]

(f) Allocate based on specified 12-month period. The allocation of all Contribution Types (or specified Contribution Types) will be made based on Compensation within a specified 12-month period ending within the Plan Year as follows:

9. **PRE-ENTRY/POST-SEVERANCE COMPENSATION (1.11(H)(I)).** Compensation under Election 8:

[Note: For this Election 9, unless described otherwise in Elections 9(c), 9(d), 9(n) or 9(o), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

Pre-Entry Compensation (Choose one or more of (a), (b) or (c). Choose Contribution Type as applicable.):	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(a) <input type="checkbox"/> Plan Year. Compensation for the entire Plan Year which includes the Participant's Entry Date. [Note: If the Employer under Election 8(f) elects to allocate some or all Contribution Types based on a specified 12-month period, Election 9(a) applies to that 12-month period in lieu of the Plan Year.]	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input checked="" type="checkbox"/> Participating Compensation. Only Participating Compensation. See Section 1.11(H)(1).	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> Describe Pre-Entry Compensation _____	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[Note: Under a Participating Compensation election, in applying any Adoption Agreement elected contribution limit or formula, the Plan Administrator will count only the Participant's Participating Compensation. See Section 1.11(H)(1) as to plan disaggregation.]

(d) **Describe Pre-Entry Compensation by Contribution Type or by Participant group:**

[Note: Under Election 9(c) or 9(d), the Employer may: (i) elect Compensation from the elections available under Pre-Entry Compensation or a combination thereof as to a Participant group (e.g., Participating Compensation for all Contribution Types as to Campus A Employees, Plan Year Compensation for all Contribution Types to Campus B Employees) and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Pre-Entry Compensation.]

Post-Severance Compensation. The following adjustments apply to Post-Severance Compensation paid within any applicable time period as may be required (Choose (e), (f) or (g).):

[Note: Under the basic plan document, if the Employer does not elect any adjustments, Post-Severance Compensation includes regular pay, leave cash-outs, and deferred compensation, and excludes disability continuation payments and does not count Deemed Includible Compensation.]

- (e) **None.** The Plan includes post-severance regular pay, leave cash-outs, and deferred compensation, and excludes post-severance disability continuation payments, and Deemed Includible Compensation as to any Contribution Type except as required under the basic plan document (*skip to Election 10*).
- (f) **Same for all Contribution Types.** The following adjustments to Post-Severance Compensation apply to all Contribution Types (*Choose one or more of (i) through (o). Choose column (1) for each option elected at (i) through (h).*):
- (g) **Adjustments - different conditions apply.** The following adjustments to Post-Severance Compensation apply to the designated Contribution Types (*Choose one or more of (h) through (o). Choose Contribution Type as applicable.*):

Post-Severance Compensation:	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonlective	(5) Employee/ Mandatory
(h) <input type="checkbox"/> None. The Plan takes into account Post-Severance Compensation as to the designated Contribution Types as specified under the basic plan document.	N/A (See Election 9(e))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Exclude All. Exclude all Post-Severance Compensation. <i>[Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]</i>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> Regular Pay. Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(I)(1)(a). <i>[Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]</i>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> Leave cash-out. Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> Deferred Compensation. Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(I)(1)(c).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) <input type="checkbox"/> Salary continuation for disabled Participants. Include Post-Severance Compensation composed of salary continuation for disabled Participants. See Section 1.11(I)(2). (<i>Choose a. or b.</i>):	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. <input type="checkbox"/> For NHCEs only. The salary continuation will continue for the following fixed or determinable period: _____ (<i>specify period, e.g., "ten years" or "term of disability policy"</i>).					
b. <input type="checkbox"/> For all Participants. The salary continuation will continue for the following fixed or determinable period: _____ (<i>specify period; e.g., "ten years" or "term of disability policy"</i>).					
(n) <input type="checkbox"/> Describe Post-Severance Compensation by Contribution Type or by Participant group:	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>					
(o) <input type="checkbox"/> Describe Post-Severance Compensation by Contribution Type or by Participant group:					

[Note: Under Election 9(n) or 9(o), the Employer may: (i) elect Compensation from the elections available under Post-Severance Compensation or a combination thereof as to a Participant group (e.g., Include regular pay Post-Severance Compensation for all Contribution Types as to Campus A Employees, no Post-Severance Compensation for all Contribution Types to Campus B Employees) and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Pre-Entry Compensation.]

10. **EXCLUDED COMPENSATION (1.11(G)).** Apply the following additional exclusions or other adjustments to Compensation Elections under 8 and 9 (*Choose (a), (b) or (c).*):

- (a) **No exclusions.** Compensation as to all Contribution Types means Compensation as elected in Elections 8 and 9 (*skip to Election 11*).
- (b) **Exclusions - same for all Contribution Types.** The following exclusions apply to all Contribution Types (*Choose one or more of (f) through (n).* Choose column (1) for each option elected at (f) through (m).):
- (c) **Exclusions - different conditions apply.** The following exclusions apply for the designated Contribution Types (*Choose one or more of (d) through (n) below. Choose Contribution Type as applicable.*):

[*Note: For this Election 10, unless described otherwise in Election 10(n), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.*]

Compensation Exclusions	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(d) <input type="checkbox"/> No exclusions. No exclusion as to the designated Contribution Type(s).	N/A (See Election 10(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Elective Deferrals. See Section 1.24. (e.g., exclusions under Code §§ 401(k), 125, 132(f)(4), 403(b), 414(h)(2) pickup, & 457).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Fringe benefits. As described in Treas. Reg. §1.414(s)-1(c)(3) (e.g., reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> Compensation exceeding \$_____.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> Bonus.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Commission.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> Overtime.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> Leave of Absence Pay.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> Related Employers. See Section 1.29(B). (<i>If there are Related Employers, choose one or both of a. and b.</i>):					
a. <input type="checkbox"/> Non-Participating. Compensation paid to Employees by a Related Employer that is not a Participating Employer.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. <input type="checkbox"/> Participating. As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees. See Election 26(f).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) <input type="checkbox"/> Describe Compensation adjustment(s):	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>					
(n) <input type="checkbox"/> Describe Compensation adjustment(s): _____					

[*Note: Under Election 10(m) or 10(n), the Employer may: (i) describe Compensation from the elections available under Elections 10(d) through (l), or a combination thereof as to a Participant group (e.g., No exclusions as to Campus A Employees and exclude bonus as to Campus B Employees); (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately following Election 10(c) (e.g., Elective Deferrals means §125 cafeteria deferrals only OR Exclude bonus as to Nonelective Contributions); and/or (iii) describe another exclusion (e.g., Exclude shift differential pay). Any adjustment must be definitely determinable.*]

11. **HOURS OF SERVICE (1.40).** The Plan credits Hours of Service for the following purposes (and to the Employees) as follows (*Hours of Service for Eligibility as defined below also applies to the application of the exclusion for Employees who normally work less than 20 hours per week (Election 7(f)). (Choose one or more of (a) through (e)):*

	(1) All Purposes	(2) Eligibility	(3) Vesting	(4) Allocation Conditions
(a) <input checked="" type="checkbox"/> Actual (hourly) Method.	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> Equivalency Method: _____ (<i>e.g., daily, weekly, etc.</i>)	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> Elapsed Time Method. See Section 1.40(D)(3).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> Actual (hourly) and Equivalency other: Equivalency Method: _____ (<i>e.g., daily, weekly, etc.</i>) for Employees for whom records or actual Hours of Service are not maintained or available (<i>e.g., salaried Employees</i>), and Actual Method for all other Employees.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(e) **Describe:** _____

[*Note: Under Election 11(e), the Employer may describe Hours of Service from the elections available under Elections 11(a) through (d), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes, Actual Method applies to staff and Equivalency Method applies to faculty).*]

12. **ELECTIVE SERVICE CREDITING (1.66(A)).** The Plan must credit Related Employer Service under Section 1.29(B) and also must credit certain Predecessor Employer/Predecessor Employer Service under Section 1.66(B). If the Plan is a Multiple Employer Plan, the Plan also must credit Service as provided in Section 10.07. The Plan also elects under Section 1.66(C) to credit as Service the following Predecessor Employer Service (*Choose (a) OR (b).*):

(a) **Not applicable.** No elective Predecessor Employer Service crediting applies.

(b) **Predecessor Employer.** The Plan credits the specified service with the following designated Predecessor Employers as Service for the Employer for the purposes indicated (*Complete (1). Choose (2) and/or (3) if applicable*):

(1) Employer/Purposes. Credit as Service, service with the following Predecessor Employer(s) for the designated purpose(s) (<i>Choose one or more</i>):	(1) All Purposes	(2) Eligibility	(3) Vesting	(4) Allocation Conditions
a. <input type="checkbox"/> Employer: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. <input type="checkbox"/> Employer: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. <input type="checkbox"/> Employer: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Type of Predecessor. Credit service with any Predecessor Employer which is (<i>Choose one or more of i. – v.</i>):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. <input type="checkbox"/> An Educational Organization.				
ii. <input type="checkbox"/> An Educational Organization providing post-secondary education.				
iii. <input type="checkbox"/> An Eligible Employer.				
iv. <input type="checkbox"/> A nonprofit research institution.				
v. <input type="checkbox"/> Other: _____ (<i>specify organization type</i>)				

(2) **Time period.** Subject to any exceptions noted under Election 12(b)(3), the Plan credits as Service under Election 12(b)(1), all service regardless of when rendered unless a. and/or b. is elected below (*Choose a. and/or b. if applicable*):

a. **Service after.** All service, which is or was rendered after: _____ (*specify date*).

b. **Service before.** All service, which is or was rendered before: _____ (*specify date*).

(3) **Describe elective Predecessor Employer Service crediting:**

[*Note: Under Election 12(b)(3), the Employer may describe service crediting from the elections available under Elections 12(b)(1) or (2), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes credit all service with X, but credit service with Y only on/after 1/1/05 OR Credit all service for all purposes with entities the Employer acquires after 12/31/04 OR Service crediting for X Campus applies only for purposes of Nonelective Contributions and not for Matching Contributions).*]

**ARTICLE 2
ELIGIBILITY REQUIREMENTS**

13. **ELIGIBILITY/ELECTIVE DEFERRALS (Universal Availability) (2.01(A))**. An Employee (other than an Excluded Employee) generally becomes a Participant in the Elective Deferral portion of the Plan as soon as administratively feasible on or after the Employee's first day of employment with the Employer, as more fully described in Section 2.01(A). *[Note: Elections 14 - 17 do not apply to Elective Deferrals.]*

14. **ELIGIBILITY NONELECTIVE/MATCHING/EMPLOYEE CONTRIBUTIONS (2.01(B))**. To become a Participant in all applicable contributions under the Plan, an Employee must satisfy the following eligibility condition(s). All applicable contributions under the Plan include the Matching, Nonelective and Employee Contributions. *(Choose (a)(1) or choose one or more of (a) through (i) as applicable. Choose (j), (k) and/or (l) if applicable.)*

[Note: For this Election 14, unless described otherwise in Election 14(i), or the context otherwise requires, Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions unless otherwise elected at 14(k).]

	(1) All Applicable Contributions		(2) Matching		(3) Nonelective		(4) Employee/ Mandatory
(a) <input type="checkbox"/> <input type="checkbox"/> None. Entry on Employment Commencement Date or if later, upon the next following Entry Date	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(b) <input type="checkbox"/> <input type="checkbox"/> Age: _____	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(c) <input type="checkbox"/> <input type="checkbox"/> One Year of Service.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(d) <input type="checkbox"/> <input type="checkbox"/> Two Years of Service (without an intervening Break in Service.)	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(e) <input type="checkbox"/> <input type="checkbox"/> _____ Years of Service (without an intervening Break in Service.)	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(f) <input type="checkbox"/> <input type="checkbox"/> _____ months Service need not be continuous (mere passage of time).	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(g) <input type="checkbox"/> <input type="checkbox"/> _____ month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed in each month. The months during which the Employee completes the specified Hours of Service <i>(Choose one of (1) or (2).)</i>	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(1) <input type="checkbox"/> <input type="checkbox"/> Consecutive. Must be consecutive.							
(2) <input type="checkbox"/> <input type="checkbox"/> Not consecutive. Need not be consecutive.							
(h) <input type="checkbox"/> <input type="checkbox"/> Describe eligibility conditions: _____	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(i) <input type="checkbox"/> <input type="checkbox"/> Describe eligibility conditions: _____							

[Note: The Employer may use Election 14(h) or 14(i) to describe different eligibility conditions (e.g., for all contributions, no eligibility requirements for faculty Employees and One Year of Service as to administrative staff Employees).]

(j) **Special eligibility Effective Date** *(Choose (1) and/or (2) if applicable.)*

(1) **Waiver of eligibility conditions for certain Employees.** The eligibility conditions and entry dates apply solely to an Eligible Employee employed or reemployed by the Employer after _____ *(specify date)*. If the Eligible Employee was employed or reemployed by the Employer by the specified date, the Employee will become a Participant on the latest of: (i) the Effective Date; (ii) the restated Effective Date; (iii) the Employee's Employment Commencement Date or Re-Employment Commencement Date; or (iv) the date the Employee attains age _____ *(not exceeding age 21)*.

[Note: If the Employer does not wish to impose an age condition under clause (iv) as part of the requirements for the eligibility conditions waiver, leave the age blank.]

(2) **Describe special eligibility Effective Date(s):** _____

[Note: Under Election 14(j)(2), the Employer may describe special eligibility Effective Dates as to a Participant group and/or Contribution Type.]

(k) **Mandatory Contribution - eligibility conditions.** If different conditions apply to Mandatory and Employee (after-tax) Contributions, to become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s). *(Choose (1) or (2) if applicable):*

- (1) **No conditions.**
- (2) **Conditions apply.** To become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s): *(Choose one or more):*
 - a. **Age** _____
 - b. _____ **Year(s) of Service**
 - c. _____ **months Service** need not be continuous (mere passage of time).
 - d. **Describe eligibility conditions:** _____

[Note: Election 14(k)(2)d. may only be used to describe different eligibility conditions in a manner consistent with the parameters set forth in the Notes following Elections 14(i).]

(l) **Employer maintains another plan.** The Employer maintains another plan providing for elective deferrals that satisfies the universal availability requirements under Code §403(b)(12). Instead of satisfying the universal availability requirements in this plan, the eligibility conditions for the following contribution source will also apply for Elective Deferral purposes. *(Choose one)*

- (1) **Matching**
- (2) **Nonelective**
- (3) **Employee/Mandatory**

15. **YEAR OF SERVICE - ELIGIBILITY (2.02(A)).** *(Complete (b). Choose (a) if other than 1,000 Hours of Service. Choose (c) if applicable):* *[Note: If the Employer under Election 14 elects a one or two Year(s) of Service condition or elects to apply a Year of Service for eligibility under any other Adoption Agreement election, the Employer should complete Election 15. The Employer should not complete Election 15 if it elects the Elapsed Time Method for eligibility.]*

- (a) **Year of Service.** An Employee must complete _____ Hour(s) of Service during the relevant Eligibility Computation Period to receive credit for one Year of Service under Article 2: *[Note: If left blank, the requirement is 1,000 Hours of Service.]*
- (b) **Subsequent Eligibility Computation Periods.** After the Initial Eligibility Computation Period described in Section 2.02(C), the Plan measures Subsequent Eligibility Computation Periods as *(Choose (1) or (2)):*
 - (1) **Plan Year.** The Plan Year, beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date.
 - (2) **Anniversary Year.** The Anniversary Year, beginning with the Employee's second Anniversary Year.

[Note: To maximize delayed entry under a two Years of Service condition for Nonelective Contributions or Matching Contributions, the Employer should elect to remain on the Anniversary Year for such contributions.]

(c) **Describe:** _____
(e.g., Anniversary Year as to faculty and Plan Year as to other employees OR 500 Hours of Service for Matching Contributions and 1,000 Hours of Service for Nonelective Contributions.)

16. **ENTRY DATE (2.02(D)).** The Entry Date means the Effective Date and *(Choose one or more of (a) through (f); select (g) if applicable):*

[Note: For this Election 16, unless described otherwise in Election 16(f), Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions unless otherwise elected at 16(g).]

	(1) All Applicable Contributions	(2) Matching	(3) Nonelective	(4) Employee/ Mandatory
(a) <input type="checkbox"/> Semi-annual. The first day of the first month and of the seventh month of the Plan Year.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> First day of Plan Year.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> First day of each Plan Year quarter.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> The first day of each month.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input checked="" type="checkbox"/> Immediate. Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.	<input checked="" type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>

(f) Describe: _____
(e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees.)

Mandatory Contribution - entry date *(Choose if applicable):*

(g) **Mandatory Contribution - entry date.** If a different entry date applies to Mandatory and Employee (after-tax) Contributions, the Entry Date for Mandatory Contributions means *(Choose one):*

- (1) **Semi-annual.** The first day of the first month and of the seventh month of the Plan Year.
- (2) **First day of Plan Year.**
- (3) **The first day of each month.**
- (4) **Immediate.** Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.
- (5) **Describe:** _____
(e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees.)

17. **PROSPECTIVE/RETROACTIVE ENTRY DATE (2.02(D)).** An Eligible Employee after satisfying the eligibility conditions in Election 14 will become a Participant for all applicable contributions on the Entry Date immediately following or coincident with the date the Employee completes the eligibility conditions (if employed on that date) unless otherwise elected below *(Choose one if applicable):*

- (a) **Immediately following** the date the Employee completes the eligibility conditions.
- (b) **Immediately preceding or coincident with** the date the Employee completes the eligibility conditions.
- (c) **Immediately preceding** the date the Employee completes the eligibility conditions.
- (d) **Nearest** the date the Employee completes the eligibility conditions.
- (e) **Describe:** _____
(e.g., nearest as to faculty Employees and immediately following as to administrative staff Employees)

ARTICLE 3 PLAN CONTRIBUTIONS

AMOUNT AND TYPE(S) (3.01). The amount and type(s) of contributions for a Plan Year or other specified period are those described in Election 6 above and in the Article 3 elections below.

18. **MANDATORY EMPLOYEE CONTRIBUTIONS (3.04(A)(3)).** The Mandatory Employee Contributions under Election 6(a) are subject to the following additional elections. The Plan will hold and administer Mandatory Employee Contributions as pretax Nonselective Contributions.

Amount of Mandatory Employee Contribution. The Employer shall withhold the following Mandatory Employee Contributions from Participant Compensation and contribute them. *(Choose (a), (b) or (c).):*

- (a) **Uniform %.** _____% of each Participant's Compensation, per Plan Year.
- (b) **Fixed dollar amount.** \$ _____, per Plan Year.
- (c) **Describe:** _____ *(e.g., The greater of \$500 or 3% of each Participant's Compensation, per Plan Year. The time period is the Plan Year unless otherwise elected at (f) below.)*

[Note: The Employer under Election 18(c) may specify any definitely determinable Mandatory Employee Contribution formula not described under Elections 18(a) or (b) and/or the Employer may describe different Mandatory Employee Contributions as applicable to different Participant groups.]

Type of Mandatory Employee Contribution. The Mandatory Employee Contribution is being made in accordance with the following *(Choose one):*

- (d) **Condition of employment.** The Mandatory Employee Contribution is a condition of employment.
- (e) **Irrevocable Election.** An Eligible Employee may make, on or before first being eligible to participate under any plan of the Employer, an irrevocable election to contribute to the Plan the Mandatory Employee Contribution. *(Choose one):*
 - (1) **Participation Condition.** No Eligible Employee will become a Participant in the Plan unless the Employee makes such an irrevocable election. This condition will not apply to Elective Deferrals to the extent it would violate the universal availability rule of Treas. Reg. §1.403(b)-5.
 - (2) **Employer Contribution Condition.** No Eligible Employee will be eligible to receive an allocation of Employer Contributions in the Plan unless the Employee makes such an irrevocable election.

Additional provisions (Choose one or both of (f) and (g) if applicable)

(f) **Time period.** Instead of the Plan Year, the time period will be per _____ (e.g., month, Hour of Service, per Participant per month).

(g) **Describe additional conditions related to Mandatory Employee Contributions**

19. **AUTOMATIC DEFERRAL (ACA/EACA) (3.02(B)).** The Automatic Deferral provisions of Section 3.02(B) (Choose (a) or (b). Also see Election 20 regarding Automatic Escalation of Salary Reduction Agreements.):

[Note: The Employer should confirm that Automatic Deferral provisions are permissible under applicable law.]

(a) **Do not apply.** The Plan is not an ACA or EACA (skip to Election 20).

(b) **Apply.** The Automatic Deferral Effective Date is the effective date of automatic deferrals or, as appropriate, any subsequent amendment thereto. (Complete (1), (2) and (3). Complete (4) and (5) if an EACA. Choose (6) if applicable.):

(1) **Type of Automatic Deferral Arrangement.** The Plan is an (Choose a. or b.):

- a. **ACA.** The Plan is an Automatic Contribution Arrangement (ACA) under Section 3.02(B)(1).
- b. **EACA.** The Plan is an Eligible Automatic Contribution Arrangement (EACA) under Section 3.02(B)(2).

(2) **Participants affected.** The Automatic Deferral applies to (Choose a., b., c. or d. Choose e. if applicable.):

- a. **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until they make a Contrary Election after the Automatic Deferral Effective Date.
- b. **Election of at least Automatic Deferral Percentage.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date provided that the Elective Deferral amount under the Agreement is at least equal to the Automatic Deferral Percentage.
- c. **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date regardless of the Elective Deferral amount under the Agreement.
- d. **New Participants.** Each Employee whose Entry Date is on or following the Automatic Deferral Effective Date.
- e. **Describe affected Participants:** _____

[Note: The Employer in Election 19(b)(2)e. may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Campus A Employees. All Employees eligible to defer must be Covered Employees to apply the 6-month correction period without excise tax under Code §4979.]

(3) **Automatic Deferral Percentage/Scheduled increases.** (Choose a., b., c. or d.):

- a. **Fixed percentage.** The Employer, as to each Participant affected, will withhold as the Automatic Deferral Percentage, _____% from the Participant's Compensation each payroll period unless the Participant makes a Contrary Election. The Automatic Deferral Percentage will or will not increase in Plan Years following the Plan Year containing the Automatic Deferral Effective Date (or, if later, the Plan Year or partial Plan Year in which the Automatic Deferral first applies to a Participant) as follows (Choose e., f. or g.):

b. **Increasing schedule.** The Automatic Deferral Percentage will be:

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
1	3%
2	3%
3	4%
4	5%
5 and thereafter	6%

c. **Other increasing schedule.** The Automatic Deferral Percentage will be:

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
_____	____%
_____	____%
_____	____%
_____	____%
_____	____%

d. **Describe Automatic Deferral percentage:** _____

If (3)a. or (3)d. selected, choose one of the following:

- e. **No scheduled increase.** The Automatic Deferral Percentage applies in all Plan Years.
- f. **Automatic increase.** The Automatic Deferral Percentage will increase by _____% per year up to a maximum of _____% of Compensation.
- g. **Describe increase:** _____.

Change Date. If Election 19(b)(3)b., c., f. or g. is selected, Elective Deferrals will increase on the following day each Plan Year:

- h. **First day of the Plan Year.**
- i. **Other:** _____ (must be a specified or definitely determinable date that occurs at least annually)

First Year of Increase. The automatic increase under Election 19(b)(3)c., f. or g. will apply to a Participant beginning with the first Change Date after the Participant first has automatic deferrals withheld, unless otherwise elected below (leave blank if not applicable):

- j. **The increase will apply as of the second Change Date thereafter.**
- k. **Describe first year increase:** _____
(e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months).

- (4) **EACA permissible withdrawal.** The permissible withdrawal provisions of Section 3.02(B)(2)(c) (Choose a., b. or c.):
 - a. **Do not apply.**
 - b. **90 day withdrawal.** Apply within 90 days of the first Automatic Deferral.
 - c. **30-90 day withdrawal.** Apply, within _____ days of the first Automatic Deferral (may not be less than 30 nor more than 90 days).
- (5) **Contrary Election/Covered Employee.** Any Participant who makes a Contrary Election (Choose a. or b.; leave blank if an ACA):
 - a. **Covered Employee.** Is a covered employee and continues to be covered by the EACA provisions. [Note: Under this Election, the Participant's Contrary Election will remain in effect, but the Participant must receive the EACA annual notice.]
 - b. **Not a Covered Employee.** Is not a Covered Employee and will not continue to be covered by the EACA provisions. [Note: Under this Election, the Participant no longer must receive the EACA annual notice.]
- (6) **Describe Automatic Deferral:** _____.

[Note: Under Election 19(b)(6), the Employer may describe Automatic Deferral provisions from the elections available under Election 19 and/or a combination thereof as to a Participant group (e.g., Automatic Deferrals do not apply to Campus A Employees. All Campus B Employee/Participants are subject to an Automatic Deferral Amount equal to 3% of Compensation effective as of January 1, 2017).]

20. **AUTOMATIC ESCALATION (3.02(G)).** The Automatic Deferral provisions of Section 3.02(G). (Choose (a) or (b). See Election 19 regarding Automatic Deferrals. Automatic Escalation applies to Participants who have a Salary Reduction Agreement in effect.):

- (a) **Do not apply.**
- (b) **Apply.** (Complete (1), (2), (3), and if appropriate (4).):
 - (1) **Participants affected.** The Automatic Deferral applies to (Choose a., b. or c.):
 - a. **All Deferring Participants.** All Participants who have a Salary Reduction Agreement in effect to defer at least _____% of Compensation.
 - b. **New Deferral Elections.** All Participants who file a Salary Reduction Agreement after the effective date of this Election, or, as appropriate, any amendment thereto, to defer at least _____% of Compensation.
 - c. **Describe affected Participants:** _____.

[Note: The Employer in Election 20(b)(1)b. may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Campus A Employees. The group of Participants must be definitely determinable and if an EACA under Election 19, must be uniform.]

(2) **Automatic Increases.** (Choose a. or b.):

- a. **Automatic increase.** The Participant's Elective Deferrals will increase by _____% per year up to a maximum of _____% of Compensation unless the Participant has filed a Contrary Election after the effective date of this Election or, as appropriate, any amendment thereto.
- b. **Describe increase:** _____

[Note: The Employer in Election 20(b)(2)b. may define different increases for different groups of Participants or may otherwise limit Automatic Escalation. Any such provisions must be definitely determinable.]

(3) **Change Date.** The Elective Deferrals will increase on the following day each Plan Year:

- a. **First day of the Plan Year.**
- b. **Other:** _____ (must be a specified or definitely determinable date that occurs at least annually)

(4) **First Year of Increase.** The automatic escalation provision will apply to a Participant beginning with the first Change Date after the Participant files a Salary Reduction Agreement (or, if sooner, the effective date of this Election, or, as appropriate, any amendment thereto), unless otherwise elected below:

- a. **The escalation provision will apply as of the second Change Date thereafter.**
- b. **Describe first year increase:** _____
(e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months).

21. **CATCH-UP DEFERRALS (3.02(D)/(E)).** A Participant otherwise eligible to do so (Choose (a) or (b)):

(a) **Permitted.** May make the following Catch-Up Deferrals to the Plan. (Choose one or both of (1) and (2)):

- (1) **Age 50 Catch-Up.**
- (2) **Qualified Organization (defined in Section 3.02(D)(2)) Catch-Up.**

(b) **Not Permitted.** May not make any Catch-Up Deferrals to the Plan.

22. **MATCHING CONTRIBUTIONS (3.03(A)).** The Employer Matching Contributions under Election 6(c) are subject to the following additional elections regarding type (discretionary/fixed), rate/amount, limitations and time period (collectively, such elections are "the matching formula") and the allocation of Matching Contributions is subject to Section 3.06 except as otherwise provided. (Choose one or more of (a) through (h); then, for the elected match, complete (1), (2) and/or (3) as applicable. If the Employer completes (2) or (3), also complete (4), (5) or (6)):

	(1)	(2)	(3)	(4)	(5)	(6)
	Match	Limit on	Limit on	Apply	Apply	Apply
	Rate/Amt	Deferrals	Match Amount	limit(s) per	limit(s) per	limit(s) per
	[\$/% of Elective	Matched	[\$/% of	Plan Year	payroll	designated
	Deferrals]	[\$/% of	Compensation]	["true-up"]	period [no	time period
		Compensation]			"true-up"]	[no "true-up"]
(a) <input type="checkbox"/> Discretionary - see Section 1.47(B) (The Employer may, but is not required to complete (a)(1)-(6). See the "Note" following Election 22.)	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
(b) <input type="checkbox"/> Fixed - uniform rate/amount	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
(c) <input type="checkbox"/> Fixed - tiered		_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
	Elective	Matching				
	Deferral %	Rate				
(e.g., up to 3)	_____%	_____%				
(e.g., more than 3 up to 5)	_____%	_____%				
	_____%	_____%				
	_____%	_____%				

(d) **Fixed - Years of Service** _____ [] [] [] _____

	Years of Service	Matching Rate
(e.g., up to 2)	_____	_____ %
(e.g., more than 2 up to 5)	_____	_____ %
	_____	_____ %
	_____	_____ %

"Years of Service" under this Election 22(d) means (Choose a. or b.):

- a. **Eligibility.** Years of Service for eligibility in Election 15.
- b. **Vesting.** Years of Service for vesting in Elections 37 and 38.

(e) **Fixed - Based on age at end of period** _____ [] [] [] _____

	Age	Matching Rate
	_____	_____ %
	_____	_____ %
	_____	_____ %
	_____	_____ %

(f) **Fixed - Job location or classification** _____ [] [] [] _____
(must be objectively determinable)

	Location or Class	Matching Rate
	_____	_____ %
	_____	_____ %
	_____	_____ %
	_____	_____ %

(g) **Fixed Percent of Compensation.** _____% of Compensation provided the Participant's Elective Deferrals equal or exceed _____% of the Participant's Compensation.

(h) **Describe:** _____
(e.g., A discretionary match applies to staff members. A fixed match equal to 50% of Elective Deferrals not exceeding 6% of Plan Year Compensation applies to professors.)

[Note: A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals (or such other amounts specified in this Adoption Agreement) being matched divided by the Participant's Compensation. The matching rate/amount is the specified rate/amount of match for the corresponding Elective Deferral amount/percentage. The Employer under Election 22(a) in its discretion may determine the amount of a Discretionary Matching Contribution and the matching contribution formula or formulas. Alternatively, the Employer in Election 22(a) may specify the Discretionary Matching Contribution formula.]

Additional Provisions (Choose if applicable)

Contributions that are matched. Matching Contributions are made only with respect to Elective Deferrals (includes Pre-Tax and Roth Elective Deferrals) unless otherwise elected below. (Choose if applicable):

- (i) Matching contributions will only be made with respect to the following (Choose one or more):
 - (1) Pre-Tax Elective Deferrals.
 - (2) Roth Elective Deferrals.
 - (3) Employee (after-tax) Contributions.
 - (4) Elective Deferrals made to the following plan: _____ (enter name of plan).
 - (5) Describe: _____

Participating Employers. The Matching Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Matching Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement. (Choose if applicable):

- (j) The Plan Administrator will allocate the Matching Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

23. **MATCHING CATCH-UP DEFERRALS (3.03(B)).** If a Participant makes an Age 50 Catch-Up or a Qualified Organization Catch-Up (15-year catch-up), the Employer (*Choose (a), (b) or (c) as appropriate, selecting the relevant Catch-Up Deferrals*):

	Age 50 Catch-Ups	Qualified Organization Catch-Ups
(a) <input type="checkbox"/> Match. Will match the Catch-Up Deferrals.	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> No Match. Will not match the Catch-Up Deferrals.	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> Describe. _____ <i>(e.g., Will apply the discretionary matching contribution to Catch-Up Deferrals but will not apply the fixed matching contribution to catch-up deferrals)</i>		

24. [Reserved]

25. **NONELECTIVE CONTRIBUTIONS (TYPE/AMOUNT): (3.04(A)).** The Employer Nonelective Contributions under Election 6(d) are subject to the following additional elections as to type and amount. All Nonelective Contributions, other than those described in (f), are limited to Participants who have Compensation (and may be further limited as described elsewhere in the Plan or this Adoption Agreement. (*Choose one or more of (a) through (d) as applicable.*):

- (a) **Discretionary.** An amount the Employer in its sole discretion may determine.
- (b) **Fixed.** (*Choose one or more of (1) through (8). Reference to Participants are limited to Participants eligible to receive an allocation of Nonelective Contributions.*):
 - (1) **Uniform %.** _____% of each Participant's Compensation, per _____ (*e.g., Plan Year, month*).
 - (2) **Fixed dollar amount.** \$_____, per _____ (*e.g., Plan Year, month, Hour of Service, per Participant per month*).
 - (3) **Age-Graded.** The following percentage of each Participant's Compensation based on the Participant's age on the last day of the Plan Year.

Age	Contribution Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%

- (4) **Service-Graded.** The following percentage of each Participant's Compensation based on the Participant's Years of Service.

	Years of Service	Contribution Percentage
(e.g., up to 2)	_____	_____%
(e.g., more than 2 up to 5)	_____	_____%
	_____	_____%
	_____	_____%

"Years of Service" under this Election 25(b)(4) means (*Choose i. or ii.*):

- i. **Eligibility.** Years of Service for eligibility in Election 15.
- ii. **Vesting.** Years of Service for vesting in Elections 37 and 38.

- (5) **Job Classification or Business Location.** The following percentage of each Participant's Compensation based on the Participant's job classification (must be objectively determinable) or business location.

Job Classification or Business Location	Contribution Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%

- (6) **Contract Incorporation.** Contributions will be made pursuant to the terms of a collective bargaining agreement or other written document relating to the Employees of the Employer. The relevant portions of the agreement or document will be attached hereto as an appendix to the Adoption Agreement and are incorporated herein by this reference.
- (7) **Unused accumulated leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated leave (as selected below). Only unpaid accumulated leave for which the Employee has no right to receive in cash may be included.

Conversion. The following types of unused accumulated leave may be converted under the Plan (*choose one or all that apply*):

- a. Sick leave
- b. Vacation leave
- c. Personal leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for unused accumulated leave (*choose d. and/or e.; leave blank if no limitations; provided, however, that this Plan may not be used to only provide benefits for terminated Employees*):

- d. **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (*choose all that apply; leave blank if no exclusions*):
 - i. The Former Employee must be at least age ____ (e.g., 55)
 - ii. The value of the unused accumulated leave must be at least \$ ____ (e.g., \$2,000)
 - iii. A contribution will only be made if the total hours is over ____ (e.g., 10) hours
 - iv. A contribution will not be made for hours in excess of ____ (e.g., 40) hours
- e. **Active Employees.** Employees who have not terminated service during the Plan Year and who meet the following requirements (*select all that apply; leave blank if no exclusions*):
 - i. The Employee must be at least age ____ (e.g., 55)
 - ii. The value of the unused accumulated leave must be at least \$ ____ (e.g., \$2,000)
 - iii. A contribution will only be made if the total hours are over ____ (e.g., 10) hours
 - iv. A contribution will not be made for hours in excess of ____ (e.g., 40) hours

- (8) **Describe:** _____
(e.g., The greater of \$500 or 3% of each Participant's Compensation, per Plan Year. Specify time period, e.g., per Plan Year quarter. If not specified, the time period is the Plan Year.)

[Note: The Employer under Election 25(b)(8) may specify any Fixed Nonelective Contribution formula not described under Elections 25(b)(1) through (7) (e.g., For each Plan Year, 2% of total compensation), and/or the Employer may describe different Fixed Nonelective Contributions as applicable to different Participant groups (e.g., A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus A Participants and a Fixed Nonelective Contribution equal to \$500 per Participant each Plan Year applies to Campus B Participants).]

- (c) **Contribution for Deemed Disability Compensation (1.11(K)).** Include Deemed Disability Compensation. The Employer will make Nonelective Contributions for the disabled Participants defined below, based on their Deemed Disability Compensation for the following period _____. (*Specify a fixed or determinable period. Choose (1) or (2)*):

- (1) **NHCEs only.** Apply only to disabled NHCEs.
- (2) **All Participants.** Apply to all disabled Participants.

The contribution for such Participants shall be:

- (3) **Amount set forth in (a), (b) and (d).** The disabled Participants shall share in the contributions set forth in (a), (b) and (d).
- (4) **Describe:** _____ (must be definitely determinable (e.g., amount set forth in long-term disability policy).

- (d) **Describe:** _____

[Note: Under Election 25(d), the Employer may describe the amount and type of Nonelective Contributions from the elections available under Election 25 and/or a combination thereof as to a Participant group (e.g., A Discretionary Nonelective Contribution applies to Campus A Employees. A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus B Employees).]

Additional Provisions (*Choose if applicable*)

- (e) **Former Employees.** The Employer will make Nonelective Contributions on behalf of former Employees in accordance with the following elections (Choose (1), (2) or (3)):

- (1) **Discretionary.** The Employer may contribute an amount the Employer in its sole discretion may determine with regard to one or more former Employees, to be allocated and administered as described more fully in Section 3.04(D).
- (2) **Percent of Deemed Includible Compensation.** The Employer will contribute ____ % of each Participant's Includible Compensation each Plan Year commencing with the Plan Year in which the Participant has Separated from Service and then for the next ____ calendar years (not to exceed 5 calendar years) following the Plan Year in which the Participant Separated from Service.

(3) Describe: _____

[Note: The Employer under Election 25(e)(3) may specify any definitely determinable contribution or allocation formula. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.]

Eligible Former Employees. Such contributions will be made with respect to the following Participants (Choose (4) or (5)):

(4) **All Former Employees.**

(5) **The following Former Employees (Choose one or more of a. through e.):**

a. **Union Employees.** Collectively bargained employees who participate in the following unions: _____

b. **Non-Union Employees.** Employees whose employment is not governed by a collective bargaining agreement between the Employer and employee representatives.

c. **School superintendent.**

d. **School principals.**

e. **Describe inclusion:** _____
(e.g., include administration Employees). [Note: Must be definitely determinable.]

26. **NONELECTIVE CONTRIBUTION ALLOCATION (3.04(B)).** The Plan Administrator, subject to Section 3.06, will allocate to each Participant any Nonelective Contribution under the following contribution allocation formula (Choose one or more of (a) through (g) as applicable.):

(a) **Pro rata.** As a uniform percentage of Participant Compensation.

(b) **Permitted disparity (Integrated).** In accordance with the permitted disparity allocation provisions of Section 3.04(B)(2), under which the "Excess Compensation" means Compensation in excess of the integration level provided below (Choose (1) or (2)):

(1) **Percentage amount.** _____% (not exceeding 100%) of the Taxable Wage Base in effect on the first day of the Plan Year, rounded to the next highest \$_____ (not exceeding the Taxable Wage Base).

(2) **Dollar amount.** The following amount: \$_____ (not exceeding the Taxable Wage Base in effect on the first day of the Plan Year).

(c) **Incorporation of contribution formula.** The Plan Administrator will allocate any Fixed Nonelective Contribution under Election 25(b) or Mandatory Employee Contributions under Election 18 in accordance with the contribution formula the Employer adopts under that Election.

(d) **Classifications of Participants.** In accordance with the classifications allocation provisions of Section 3.04(B)(3). (Complete (1) and (2).):

(1) **Description of the classifications.** The classifications are (Choose a. or b.):

a. **Each in own classification.** Each Participant constitutes a separate classification.

b. **Describe the classifications:** _____

[Note: Any classifications under Election 26(d) must be clearly defined in a manner that will not violate the definite predetermined allocation requirement of Treas. Reg. §1.401-1(b)(1)(ii) and can only be changed through a Plan amendment. The Employer must advise the Plan Administrator or Vendor in writing as to the allocation rate applicable to each Participant under Election 26(d)(1)a. or applicable to each classification under Elections 26(d)(1)b. for the allocation Plan Year.]

(2) **Allocation method within each classification.** Allocate the Nonelective Contribution within each classification as follows (Choose a., b. or c.):

a. **Pro rata.** As a uniform percentage of Compensation of each Participant within the classification.

b. **Flat dollar.** The same dollar amount to each Participant within the classification.

c. **Describe:** _____
(e.g., Allocate pro rata to group A and flat dollar to group B.)

(e) **Age-based.** In accordance with the age-based allocation provisions of Section 3.04(B)(4). The Plan Administrator will use the Actuarial Factors based on the following assumptions (Complete both (1) and (2).):

(1) **Interest rate.** (Choose a., b. or c.):

a. 7.5% b. 8.0% c. 8.5%

(2) **Mortality table.** (Choose a. or b.):

a. UP-1984. See Appendix C.

b. **Alternative:** _____
 (Specify 1983 GAM, 1983 IAM, 1971 GAM or 1971 IAM and attach applicable tables using such mortality table and the specified interest rate as replacement Appendix C.)

Participating Employers. The Nonelective Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Nonelective Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement. (Choose if applicable):

(f) The Plan Administrator will allocate the Nonelective Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

[Note: If the Employer elects 26(f), the Employer should also elect 10(l)(b), to disregard the Compensation paid by "Y" Participating Employer in determining the allocation of the "X" Participating Employer contribution to a Participant (and vice versa) who receives Compensation from both X and Y.]

(g) **Describe:** Amount set forth by the district/school
 (e.g., Pro rata as to Campus A Participants and Permitted Disparity (two-tiered at 100% of the SSTWB) as to Campus B Participants.)

27. [Reserved]

28 **ALLOCATION CONDITIONS (3.06(B)(C)).** The Plan does not apply any allocation conditions to: (1) Elective Deferrals; (2) Mandatory Employee Contributions; (3) Employee (after-tax) Contributions; or (4) Rollover Contributions. To receive an allocation of Matching Contributions, Nonelective Contributions or Participant forfeitures, a Participant must satisfy the following allocation condition(s) (Choose (a) or (b). Choose (c) if applicable.):

(a) **No conditions.** No allocation conditions apply to Matching Contributions, to Nonelective Contributions or to forfeitures.

(b) **Conditions.** The following allocation conditions apply to the designated Contribution Type and/or forfeitures (Choose one or more of (1) through (7). Choose Contribution Type as applicable.):

[Note: For this Election 28, except as the Employer describes otherwise in Election 28(b)(7), Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply.]

	(1) Matching, Nonelective and Forfeitures	(2) Matching	(3) Nonelective	(4) Forfeitures
(1) <input type="checkbox"/> None.	N/A (See Election 28(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> 501 Hours of Service/terminces (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> Last day of the Plan Year.	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> Last day of the Election 28(c) time period.	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <input type="checkbox"/> 1,000 Hours of Service in the Plan Year (182 consecutive days in Plan Year if Elapsed Time).	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6) <input type="checkbox"/> Hours of Service within the Election 28(c) time period, (specify Hours of Service at contribution type but not exceeding 1,000 Hours of Service in a Plan Year).	<input type="checkbox"/> _____ OR	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
(7) <input type="checkbox"/> Describe conditions: _____ (e.g., Last day of the Plan Year as to Nonelective Contributions for Participating Employer "A" Participants. No allocation conditions for Participating Employer "B" Participants.)				

- (c) **Time period.** Under Section 3.06(C), apply Elections 28(b)(4), (b)(6) or (b)(7) to the specified contributions/forfeitures based on each (*Choose one or more of (1) through (5). Choose Contribution Type as applicable.*):
- | | | | | | | | |
|-----|--------------------------|------------------------------------|--------------------------|-----------|--------------------------|--------------------------|--------------------------|
| (1) | <input type="checkbox"/> | Plan Year. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) | <input type="checkbox"/> | Plan Year quarter. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) | <input type="checkbox"/> | Calendar month. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) | <input type="checkbox"/> | Payroll period. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) | <input type="checkbox"/> | Describe time period: _____ | | | | | |

[Note: If the Employer elects 28(b)(4) or (b)(6), the Employer must choose (c). If the Employer elects 28(b)(7), choose (c) if applicable.]

29. **ALLOCATION CONDITIONS - APPLICATION/WAIVER (3.06(D)/(F)).** Under Section 3.06(D), in the event of Severance from Employment as described below, apply or do not apply Election 28(b) allocation conditions to the specified contributions/forfeitures as follows (*If the Employer elects 28(b), the Employer must complete Election 29. Choose (a) or (b).*):

[Note: For this Election 29, except as the Employer describes otherwise in Election 28(b)(7), Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply.]

- (a) **Total waiver or application.** If a Participant incurs a Severance from Employment on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age (*Choose (1) or (2).*):
- | | | |
|-----|--------------------------|--|
| (1) | <input type="checkbox"/> | Do not apply allocation conditions. Do not apply elected allocation conditions to Matching Contributions, to Nonelective Contributions or to forfeitures. |
| (2) | <input type="checkbox"/> | Apply allocation conditions. Apply elected allocation conditions to Matching Contributions, to Nonelective Contributions and to forfeitures. |
- (b) **Application/waiver as to Contribution Types events.** If a Participant incurs a Severance from Employment, apply allocation conditions *except* such conditions are waived if Severance from Employment is on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age as specified, and as applied to the specified Contribution Types/forfeitures (*Choose one or more of (1) through (4). Choose Contribution Type as applicable.*):

	(1)		(2)		(3)		(4)
	Matching, Nonelective and Forfeitures		Matching		Nonelective		Forfeitures
(1)	<input type="checkbox"/>	Death.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<input type="checkbox"/>	Disability.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<input type="checkbox"/>	Normal Retirement Age.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4)	<input type="checkbox"/>	Early Retirement Age.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

30. **FORFEITURE ALLOCATION METHOD (3.07).** [Note: Even if the Employer elects immediate vesting, the Employer should complete Election 30. See Section 7.07.] The Plan Administrator will allocate a Participant forfeiture attributable to all Contribution Types or attributable to all Nonelective Contributions or to all Matching Contributions as follows (*Choose one or more of (a) through (g) and choose Contribution Type as applicable. Choose (f) only in conjunction with at least one other election.*):

	(1)		(2)		(3)
	All Forfeitures		Nonelective Forfeitures		Matching Forfeitures
(a)	<input type="checkbox"/>	Additional Nonelective. Allocate as additional Discretionary Nonelective Contribution.	<input type="checkbox"/>	OR	<input type="checkbox"/>
(b)	<input type="checkbox"/>	Additional Match. Allocate as additional Discretionary Matching Contribution.	<input type="checkbox"/>	OR	<input type="checkbox"/>
(c)	<input type="checkbox"/>	Reduce Nonelective. Apply to Nonelective Contribution.	<input type="checkbox"/>	OR	<input type="checkbox"/>
(d)	<input type="checkbox"/>	Reduce Match. Apply to Matching Contribution.	<input type="checkbox"/>	OR	<input type="checkbox"/>
(e)	<input type="checkbox"/>	Pro rata. Allocate pro-rata based on Compensation.	<input type="checkbox"/>	OR	<input type="checkbox"/>
(f)	<input type="checkbox"/>	Plan expenses. Pay reasonable Plan expenses. (See Section 7.04(C).)	<input type="checkbox"/>	OR	<input type="checkbox"/>
(g)	<input type="checkbox"/>	Describe: _____ (e.g., Forfeitures attributable to transferred balances from Plan X are allocated only to former Plan X participants.)			

31. IN-PLAN ROTH ROLLOVER CONTRIBUTION (3.08(E)). The following provisions apply regarding In-Plan Roth Rollover Contributions (*Choose (a) or (b); also see Election (d)(1) in Appendix B; leave blank if Election 6(b)(1) is not selected.*):

- (a) **Not Applicable.** The Plan does not permit In-Plan Roth Rollover Contributions.
- (b) **Applies.** The Plan permits In-Plan Roth Rollover Contributions to the extent permitted by the Investment Arrangement Documentation with regard to the following amounts. (*Choose one or both of (1) and (2).*)
 - (1) **Otherwise distributable amounts.** This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).
 - (2) **Otherwise nondistributable amounts.** This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or _____ (enter later effective date if applicable).

32. EMPLOYEE (AFTER-TAX) CONTRIBUTIONS (3.09). The following additional elections apply to Employee Contributions under Election 6(e). (*Choose (a) if applicable.*):

- (a) **Additional limitations.** The Plan permits Employee Contributions subject to the following limitations, if any, in addition to those already imposed under the Plan: _____

**ARTICLE 4
LIMITATIONS AND TESTING**

33. [Reserved]

**ARTICLE 5
VESTING REQUIREMENTS**

34. RETIREMENT AGE (5.01).

NORMAL RETIREMENT AGE. A Participant attains Normal Retirement Age under the Plan and becomes fully Vested on the following date (*Choose one*):

- (a) **Specific age.** The date the Participant attains age 65.
- (b) **Age/participation.** The later of the date the Participant attains age _____ or the _____ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan.
- (c) **Sum of age plus service.** The date the Participant's age plus service equal _____.
- (d) **Describe:** _____
(*For example, the later of the date the Participant attains age 65 or the date the Participant is credited with 10 Years of Service*)

EARLY RETIREMENT AGE. (*Choose (e), (f) or (g)*):

- (e) **Not applicable.** The Plan does not provide for an Early Retirement Age.
- (f) **Early Retirement Age.** Early Retirement Age is the later of: (i) the date a Participant attains age _____; (ii) the date a Participant reaches the _____ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan; or (iii) the date a Participant completes _____ Years of Service.

[*Note: The Employer should leave blank any of clauses (i), (ii) and (iii) which are not applicable.*]

If (f)(iii) is selected, "Years of Service" under this Election means (*Choose (1) or (2)*):

- (1) **Eligibility.** Years of Service for eligibility in Election 15.
- (2) **Vesting.** Years of Service for vesting in Elections 37 and 38.

(g) **Describe:** _____

[*Note: Election of an Early Retirement Age does not affect the time at which a Participant may receive a Plan distribution.*]

35. ACCELERATION ON DEATH, DISABILITY OR ATTAINMENT OF RETIREMENT AGE (5.01 and 5.02). If selected below, then irrespective of any vesting schedule selected at Election 36, a Participant will be fully vested if the Participant incurs a Severance from Employment as a result of death or Disability or is employed on or after attainment of Early Retirement Age (*Choose one or more; leave blank if none apply or if the Plan provides full vesting for all Participants*):

- (a) **Death.**
- (b) **Disability.**
- (c) **Early Retirement Age.**

36. **VESTING SCHEDULE (5.03).** A Participant has a 100% Vested interest at all times in Accounts attributable to Elective Deferrals, Mandatory Employee Contributions, Employee (after-tax) Contributions, Nonelective Contributions to former Employees under Section 3.04(D), and Rollover Contributions. The following vesting schedules apply to Matching Contributions and to Nonelective Contributions (Choose (a) or (b). Choose (c) if applicable.):

(a) **Immediate vesting.** 100% Vested at all times in all Accounts.

[Note: The Employer should elect 36(b) if any Contribution Type is subject to a vesting schedule. If the Employer elects immediate vesting under 36(a), the Employer should not complete the balance of Election 36 or Elections 37 and 38, except as noted therein.]

(b) **Vesting schedules:** Apply the following vesting schedules(Choose one or more of (1) through (4)):

	(1) All Contributions		(2) Nonelective	(3) Matching
(1) <input type="checkbox"/> Immediate vesting.	N/A		<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> 6-year graded.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> 3-year cliff.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> Modified Schedule.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
<u>Years of Service</u>	<u>Vested %</u>			
—	—%			
—	—%			
—	—%			
—	—%			
— or more	100%			

[Note: The vesting schedule must be at least as rapidly as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule.]

(c) **Special vesting provisions:** _____

[Note: Any special vesting provision specified under Election 36(c) must be definitely determinable. The vesting schedule must be at least as rapidly as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule.]

37. **YEAR OF SERVICE - VESTING (5.05).** (Complete (b). Choose (a) if other than 1,000 Hours of Service.): [Note: If the Employer elects the Elapsed Time Method or elects immediate vesting, the Employer should not complete Election 37 and 38 unless it elects to apply a Year of Service for vesting under Election 22(d), 25(b)(4) or Election 34(f)(2).]

(a) **Year of Service.** An Employee must complete at least _____ Hours of Service during a Vesting Computation Period to receive credit for a Year of Service under Article 5. [Note: If left blank, the requirement is 1,000.]

(b) **Vesting Computation Period.** The Plan measures a Year of Service based on the following 12-consecutive month period: (Choose (1) or (2)):

(1) **Plan Year.**

(2) **Anniversary Year.**

38. **EXCLUDED YEARS OF SERVICE - VESTING (5.05(C)).** The Plan excludes the following Years of Service for purposes of vesting (Choose one or more of (a) through (e) if applicable):

(a) **Age 18.** Any Year of Service before the Year of Service during which the Participant attained the age of 18.

(b) **Prior to Plan establishment.** Any Year of Service during the period the Employer did not maintain this Plan or a predecessor plan.

(c) **Parity Break in Service.** Any Year of Service excluded under the rule of parity. See Section 5.06(C).

(d) **Prior Plan terms.** Any Year of Service disregarded under the terms of the Plan as in effect prior to this restated Plan.

(e) **Other exclusions:** _____

[Note: Any exclusion specified under Election 38(e) must be definitely determinable.]

**ARTICLE 6
DISTRIBUTION OF ACCOUNT BALANCE**

39. **POST-SEVERANCE DISTRIBUTIONS.** The provisions in this Election 39 apply to distributions to Participants following Severance from Employment. *(Complete (a), (b) and (c). Choose (d) and (e) if applicable.)*

(a) **Mandatory Distribution (6.01(F)/6.08(D)).** The Plan provides or does not provide for Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment, as follows *(Choose (1) or (2).)*:

- (1) **No Mandatory Distribution.** The Plan will not make a Mandatory Distribution (i.e., Participant consent is required for all distributions) following Severance from Employment.
- (2) **Mandatory Distribution.** The Plan will make a Mandatory Distribution following Severance from Employment to the extent permitted by the Investment Arrangement Documentation.

Amount limit. The Mandatory Distribution maximum amount is equal to *(Choose a., b. or c.; Choose d. if applicable):*

- a. **\$5,000.**
- b. **\$1,000.**
- c. **Specify amount: \$_____.**

[Note: This election only applies to the Mandatory Distribution maximum amount. For other Plan provisions subject to a \$5,000 limit, see Election (g)(6) in Appendix B.]

Automatic IRA rollover. With respect to Mandatory Distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed to the Participant unless otherwise elected below.

- d. If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$_____. *(Specify an amount greater than \$0 and less than \$1,000.)*

Application of Rollovers to amount limit. In determining whether a Participant's Vested Account Balance exceeds the Mandatory Distribution dollar limit in Election 39(a)(2), the Plan *(Choose e. or f.):*

- e. **Disregards Rollover Contribution Account.**
- f. **Includes Rollover Contribution Account.**

(b) **Default Distribution Methods (6.03).** If the Investment Arrangement Documentation does not specify the distribution which would apply, the following distribution methods are available for a Participant, subject to any limitations in the Plan or the Investment Arrangement Documentation. *(Choose one or more of (1) through (6)):*

- (1) **Lump-Sum.**
- (2) **Installments only if Participant subject to lifetime RMDs.** A Participant who is required to receive lifetime RMDs may receive installments payable in monthly, quarterly or annual installments equal to or exceeding the annual RMD amount.
- (3) **Installments.**
- (4) **Annuity.** Distribution of an Annuity Contract that the Vendor provides or purchases with the Participant's Vested Account Balance.
- (5) **Ad-Hoc distributions.**
- (6) **Describe distribution method(s): _____.**

[Note: The Employer under Election 39(b)(6) may describe Severance from Employment distribution methods from the elections available under Election 39(b) and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable in a Lump-Sum OR Accounts of Employees hired after "x" date are distributable in a Lump-Sum. Division B Employee Accounts are distributable in a Lump-Sum or in Installments OR Accounts of Employees hired on/before "x" date are distributable in a Lump-Sum or in Installments.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable in a Lump-Sum or in Installments); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 39(b)(6) must: (i) be objectively determinable and (ii) not be subject to Employer or Plan Administrator discretion.]

(c) **Limitations on Distribution Methods (6.03).** An Investment Arrangement may distribute to a Participant *(Choose (1) or (2) below):*

- (1) Under any distribution method available under the Investment Arrangement Documentation.
- (2) Only under those distribution methods selected in Election 39(b) which are available under the Investment Arrangement Documentation.

(d) **Delay of Distribution (6.01(B)).** Except as otherwise provided in the Plan (such as Mandatory Distributions and RMDs), distribution to a Participant who has incurred a Severance from Employment will not commence prior to *(Choose (1) or (2))*:

(1) Attainment of age ____.

(2) Describe: _____

[Note: An Employer's election under Election 39(d) must: (i) be objectively determinable and (ii) not be subject to Employer or Plan Administrator discretion.]

(e) **Acceleration.** Notwithstanding any later specified distribution date in this election, a Participant may elect an earlier distribution following Severance from Employment *(Choose one or both of (1) and/or (2))*:

(1) **Disability.** If Severance from Employment is on account of Disability or if the Participant incurs a Disability following Severance from Employment.

(2) **Hardship.** If the Participant incurs a hardship under Section 6.07(C) following Severance from Employment.

40. **IN-SERVICE DISTRIBUTIONS/EVENTS (6.01(D)).** A Participant may elect an In-Service Distribution of the designated Contribution Type Accounts based on any of the following events in accordance with Section 6.01(D) *(Choose (a) OR (b).)*:

[Note: If the Employer elects any In-Service Distribution option, a Participant may elect to receive as many In-Service Distributions per Plan Year (with a minimum of one per Plan Year) as the Plan Administrator's In-Service Distribution form or policy may permit. If the form or policy is silent, the number of In-Service Distributions is not limited.]

(a) **None.** The Plan does not permit any In-Service Distributions except as to RMDs under Section 6.02. Also see Section 6.01(D)(5) with regard to Rollover Contributions, and Employee Contributions.

(b) **Permitted.** In-Service Distributions are permitted as follows from the designated Contribution Type Accounts *(Choose one or more of (1) through (9).)*:

[Note: Unless the Employer elects otherwise in Election (b)(9) below, Elective Deferrals under Election 40(b) includes Pre-Tax and Roth Deferrals; Elections under columns (3) and (4) apply to Employer contributions held in annuity contracts; Elections under column (5) apply to Employer contributions in Custodial Accounts.]

		(1) All Contrib.	(2) Elective Deferrals	(3) Matching Contrib.	(4) Nonelective/ Mandatory	(5) Custodial Account
(1)	<input type="checkbox"/> None. Except for Election 40(a) exceptions. (See Election 40(a))	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<input checked="" type="checkbox"/> Age <i>(Choose one or more of a. through d.)</i>					
a.	<input checked="" type="checkbox"/> Age 59 1/2 <i>(must be at least 59 1/2).</i>	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	<input type="checkbox"/> Age ____ <i>(may be less than 59 1/2).</i>	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A
c.	<input type="checkbox"/> Age and participation. <input type="checkbox"/> OR The Participant must have attained age ____ and completed ____ years of Plan participation or ____ Years of Service for purposes of vesting. <i>(Fill in whichever blank applies.)</i>	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	<input type="checkbox"/> Upon attaining Normal Retirement Age <i>(Normal Retirement Age must be at least 59 1/2)</i>	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<input checked="" type="checkbox"/> Hardship	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
(4)	<input checked="" type="checkbox"/> Disability.	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | | | | | | | |
|-----|--|--|-------------------------------------|--------------------------|---|---|---|
| (5) | <input type="checkbox"/> <input type="checkbox"/> | ___ year contributions.
(specify minimum of two years) | N/A | N/A | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> | N/A |
| (6) | <input type="checkbox"/> <input type="checkbox"/> | ___ months of participation. (specify minimum of 60 months) | N/A | N/A | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> | N/A |
| (7) | <input type="checkbox"/> <input type="checkbox"/> | Qualified Reservist Distribution. See Section 6.01(D)(10). | N/A | <input type="checkbox"/> | N/A | N/A | N/A |
| (8) | <input checked="" type="checkbox"/> <input type="checkbox"/> | Deemed Severance Distribution. See Section 6.11. | <input checked="" type="checkbox"/> | OR | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |
| (9) | <input checked="" type="checkbox"/> <input type="checkbox"/> | Describe: <u>Hardships distributions of a Participant's Elective Deferrals and NonElective Contributions held in Annuities will only be permitted for a safe harbor need (Section 6.07(C)(1)) but the determination of whether a distribution is necessary to satisfy such need will be based on Treas. Reg. §1.401(k)-1(d)(3)(iv) other than the deemed necessary rules set forth in 1.401(k)-1(d)(3)(iv)(E) (i.e., facts and circumstances are used to determine whether a distribution is necessary and accordingly there is no 6 month suspension of Elective Deferrals).</u> | | | | | |

[Note: The Employer under Election 40(b)(9) may describe In-Service Distribution provisions from the elections available under Election 40 and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable on Disability. Fixed Nonelective Contribution Accounts are distributable on Disability or Hardship (non-safe harbor)); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 40(b)(9) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of any Restricted 403(b) Accounts. See Sections 6.02(E) and 9.02(C)(3).]

41. **IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS (6.01(D))**. The following additional conditions apply to In-Service Distributions under Election 40(b) (Choose (a), (b), (c), (d) and/or (e) if applicable.):

- (a) **100% vesting required for accounts that are subject to a vesting schedule.** A Participant may not receive an In-Service Distribution unless the Participant is 100% Vested in the distributing Account. This restriction applies to (Choose one or more of (1) or (2)):
- (1) **Hardship distributions.** Distributions based on hardship.
- (2) **Other In-Service.** In-Service distributions other than distributions based on hardship.
- (b) **Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than: \$_____ (specify amount).
- (c) **Qualified Roth distribution.** A distribution from a Participant's Roth Deferral Account may only be made if the distribution is a qualified distribution within the meaning of Code §402A(2)(d).
- (d) **No hardship distribution from Roth Account.** If hardship distributions are permitted from Elective Deferrals, only Pre-Tax Elective Deferrals may be distributed.
- (e) **Describe other conditions:** _____

[Note: An Employer's election under Election 41(e) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of any Restricted 403(b) Accounts. See Section 6.02(E).]

42. **JOINT AND SURVIVOR ANNUITY REQUIREMENTS (6.04)**. The joint and survivor annuity distribution requirements of Section 6.04 do not apply unless otherwise elected below (Choose (a) only if the Employer wishes to follow the Joint and survivor annuities rules to which the plan would otherwise not be subject.):

- (a) **Joint and survivor annuity applicable.** Section 6.04 applies to all Participants (if selected, then annuities are a form of distribution under the Plan even if 39(b)(4) is not selected):
- One-year marriage rule.** Under Section 6.04(H) (Choose (1) or (2)):
- (1) **Applies.** The one-year marriage rule applies.
- (2) **Does not apply.** The one-year marriage rule does not apply.

**ARTICLE 7
ADMINISTRATIVE PROVISIONS**

43. **PLAN LOANS (7.06).** The Employer makes the following elections regarding Plan Loans (*Choose (a) or (b).*):
- (a) **No Loans.** Plan loans are not permitted.
 - (b) **Loans allowed.** Plan loans are permitted subject to limitations of the Investment Arrangement Documentation.
44. **ROLLOVER CONTRIBUTIONS (3.08, 7.04(A)(1)).** The Employer makes the following elections regarding rollover contributions, other than in-plan Roth rollovers (*Choose (a) or (b).*):
- (a) **No Rollover.** Rollover Contributions are not permitted into the Plan.
 - (b) **Rollovers allowed.** The Plan Administrator may accept Rollover Contributions into the Plan subject to Investment Arrangement Documentation, and Plan terms and policies.

**ARTICLE 10
MULTIPLE EMPLOYER PLAN**

45. **MULTIPLE EMPLOYER PLAN (10.01/10.02/10.03).** The Employer makes the following elections regarding the Plan's Multiple Employer Plan status and the application of Article 10 (*Choose (a) or (b).*):
- (a) **Not applicable.** The Plan is not a Multiple Employer Plan and Article 10 does not apply.
 - (b) **Applies.** The Plan is a Multiple Employer Plan and the Article 10 Effective Date is: _____. The Employer makes the following additional elections (*Choose (1) or (2).*):
 - (1) **Participating Employer may modify.** See Section 10.03. A Participating Employer in the Participation Agreement may modify Adoption Agreement elections applicable to each Participating Employer (including electing to not apply Adoption Agreement elections) as follows (*Choose a. or b.; choose c. if applicable.*):
 - a. **All.** May modify all elections.
 - b. **Specified elections.** May modify the following elections: _____ (*specify by election number*).
 - c. **Restrictions.** May modify subject to the following additional restrictions: _____ (*Specify restrictions. Any restrictions must be definitely determinable and may not violate Code §413 or the regulations thereunder.*)
 - (2) **Participating Employer may not modify.** See Section 10.03. A Participating Employer in the Participation Agreement may not modify any Adoption Agreement elections.

[Note: The Participation Agreement must be consistent with this Election 45(b). Any Participating Employer election in the Participation Agreement which is not permitted under this Election 45(b) is of no force or effect and the applicable election in the Adoption Agreement applies. The IRS has not reviewed the provisions of Article 10, and the Employer cannot rely on the Advisory Letter with regard to the validity of these provisions.]

Plan Execution

Employer: Anaheim Union High School District

Date: _____

Signed: _____

Jennifer Root, Ed.D., Business Services

[print representative name/title]

Vendor: _____
[vendor signature is optional]

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages.

Volume Submitter Practitioner. The Volume Submitter Practitioner identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Volume Submitter Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Volume Submitter Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Volume Submitter Practitioner's intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Volume Submitter Practitioner, please contact the Volume Submitter Practitioner at the following address and telephone number:

Name: SchoolsFirst Plan Administration, LLC

Address: 15222 Del Amo Ave

Tustin California 92780

Telephone: (800) 462-8328 x4727

**APPENDIX A
SPECIAL RETROACTIVE OR PROSPECTIVE EFFECTIVE DATES**

SPECIAL EFFECTIVE DATES (1.23). The Employer elects or does not elect Appendix A special Effective Date(s) as follows. *(Choose (a) or one or more of (b) through (q).):*

[Note: If the Employer elects (a), do not complete the balance of this Appendix A]

(a) **Not applicable.** The Employer does not elect any Appendix A special Effective Dates.

[Note: The Employer may use this Appendix A to specify an Effective Date for one or more Adoption Agreement elections which does not correspond to the Plan's new Plan or Restated Plan Effective Date under Election 5. As to Restated Plans, for periods prior to: (i) the below-specified special Effective Date(s) or (ii) the Restated Plan's general Effective Date under Election 5, as applicable, the Plan terms in effect prior to its restatement under this Adoption Agreement control for purposes of the designated provisions.]

- (b) **Contribution Types (1.12).** The Contribution Types under Election(s) 6 _____ are effective: _____.
- (c) **Excluded Employees (1.35).** The Excluded Employee provisions under Election(s) 7 _____ are effective: _____.
- (d) **Compensation (1.11).** The Compensation definition under Election(s) _____ *(specify 8 - 10 as applicable)* are effective: _____.
- (e) **Hour of Service/Elective Service Crediting (1.40/1.66(A)).** The Hour of Service and/or elective Service crediting provisions under Election(s) _____ *(specify 11 - 12 as applicable)* are effective: _____.
- (f) **Eligibility (2.01-2.03).** The eligibility provisions under Election(s) _____ *(specify 14 - 17 as applicable)* are effective: _____.
- (g) **Mandatory Employee Contributions (3.04(A)(3)).** The Mandatory Employee Contribution provisions under Election 18 are effective: _____.
- (h) **Elective Deferrals (3.02(A)-(F)).** The Elective Deferral provisions under Election(s) _____ *(specify 19 - 21 as applicable)* are effective: _____.
- (i) **Matching Contributions (3.03).** The Matching Contribution provisions under Election(s) _____ *(specify 22 - 23 as applicable)* are effective: _____.
- (j) **Nonelective Contributions (3.04).** The Nonelective Contribution provisions under Election(s) _____ *(specify 25 - 27 as applicable)* are effective: _____.
- (k) **Allocation conditions (3.06).** The allocation conditions under Election(s) _____ *(specify 28 - 29 as applicable)* are effective: _____.
- (l) **Forfeitures (3.07).** The forfeiture allocation provisions under Election 30 _____ are effective: _____.
- (m) **In-Plan Roth Rollovers (3.08(E)).** The In-Plan Roth Rollover provisions under Election 31 _____ are effective: _____.
- (n) **Employee Contributions (3.09).** The Employee Contribution provisions under Election 32 _____ are effective: _____.
- (o) **Vesting (5.03).** The vesting provisions under Election(s) _____ *(specify 34 - 38 as applicable)* are effective: _____.
- (p) **Distributions (6.01, 6.03 and 6.04).** The distribution elections under Election(s) _____ *(specify 39 - 42 as applicable)* are effective: _____.
- (q) **Special Effective Date(s) for other elections *(specify elections and dates):*** _____.

**APPENDIX B
BASIC PLAN DOCUMENT OVERRIDE ELECTIONS**

BASIC PLAN OVERRIDES. The Employer elects or does not elect to override various basic plan provisions as follows (*Choose (a) or choose one or more of (b) through (i).*):

[*Note: If the Employer elects (a), do not complete the balance of this Appendix B.*]

(a) **Not applicable.** The Employer does not elect to override any basic plan provisions.

[*Note: The Employer at the time of restating its Plan with this Adoption Agreement may make an election on Appendix A (Election (q)) to specify a special Effective Date for any override provision the Employer elects in this Appendix B. If the Employer, after it has executed this Adoption Agreement, later amends its Plan to change any election on this Appendix B, the Employer should document the Effective Date of the Appendix B amendment on the Execution Page or otherwise in the amendment.*]

(b) **Definition (Article 1) overrides.** (*Choose one or more of (1) through (5) if applicable.*):

(1) **Compensation Overrides.** (*Choose one or more of a., b., and c.*):

- a. **W-2 Compensation exclusion of paid/reimbursed moving expenses (1.11(B)(1)).** W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code §217.
- b. **Alternative (general) 415 Compensation (1.11(B)(4)).** The Employer elects to apply the alternative (general) 415 definition of Compensation in lieu of simplified 415 Compensation.
- c. **Inclusion of Deemed 125 Compensation (1.11(C)).** Compensation under Section 1.11 includes Deemed 125 Compensation.

(2) **Treatment of Differential Wage Payments (1.11(L)).** In lieu of the provisions of Section 1.11(L), the Employer elects the following (*Choose one or more of a., b., c., and d.*):

- a. **Effective date.** The inclusion is effective for Plan Years beginning after _____ (*may not be earlier than December 31, 2008*).
- b. **Elective Deferrals only.** The inclusion only applies to Compensation for purposes of Elective Deferrals.
- c. **Not included.** The inclusion does not apply to Compensation for purposes of any Contribution Type.
- d. **Other:** _____
(*specify other Contribution Type Compensation which includes Differential Wage Payments*)

(3) **Alternate Definition of Disability (1.19).** Disabled means _____.

(4) **Inclusion of Reclassified Employees (1.35(D)).** The Employer for purposes of the following Contribution Types, does not exclude Reclassified Employees (or the following categories of Reclassified Employees): _____ (*specify Contribution Types and/or categories of Reclassified Employees*).

(5) **Transition Rules (1.35(F)).** The following transition rules related to eligibility to make elective deferrals do not apply: _____

(c) **Participation (Article 2) overrides.** The Plan disregards Service following a Separation from Service or Break in Service, as follows: _____

(*specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §410(a)(5)(C) or the rule of parity under ERISA §202(b)(4).*)

(d) **Contribution/allocation (Article 3) overrides.** (*Choose one or more of (1) through (6) if applicable.*):

(1) **Roth overrides.** (*Choose one or more of a. through e.*):

- a. **Treatment of Automatic Deferrals as Roth Deferrals (3.02(B)).** The Employer elects to treat Automatic Deferrals as Roth Deferrals in lieu of treating Automatic Deferrals as Pre-Tax Deferrals.
- b. **In-Plan Roth Rollovers limited to In-Service only (3.08(E)(2)(a)).** Only Participants who are Employees may elect to make an In-Plan Roth Rollover Contribution.
- c. **Vested In-Plan Roth Rollovers (3.08(E)(2)(b)).** Distributions related to In-Plan Roth Rollovers may only be made from accounts which are fully Vested.
- d. **Source of In-Plan Roth Rollover Contribution (3.08(E)(3)(b)).** The Plan permits an In-Plan Roth Rollover only from the following qualifying sources (*Choose one or more.*):
- (i) Elective Deferrals
- (ii) Matching Contributions

- (iii) Nonelective Contributions
 - (iv) Rollovers
 - (v) Transfers
 - (vi) Other: _____
(specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)
- e. **No transfer of loans.** Loans may not be distributed as part of an In-Plan Roth Rollover Contribution. (if not selected, any loans may be transferred)
- (2) **Short Plan Year or allocation period (3.06(B)(1)(c)).** Instead of pro-ration based on days, the Plan Administrator (Choose a. or b.):
- a. **No pro-ration.** Will *not* pro-rate Hours of Service in any short allocation period.
 - b. **Pro-ration based on months.** Will pro-rate any Hour of Service requirement based on the number of months in the short allocation period.
- (3) **Limited waiver of allocation conditions for rehired Participants (3.06(G)).** The allocation conditions the Employer has elected in the Adoption Agreement do not apply to rehired Participants in the Plan Year they resume participation, as described in Section 3.06(G).
- (4) **HEART Act continued benefit accrual (3.10(K)).** The Employer elects to apply the benefit accrual provisions of Section 3.10(K).
- (5) **Matching on Pre-entry Deferrals (3.03(A)).** Instead of disregarding pre-entry deferrals, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions, even if the deferrals were made before the Participant became eligible for the match.
- (6) **Classifications allocation formula (3.04(B)(3)).** If a Participant shifts from one classification to another during a Plan Year, the Plan Administrator will apportion the Participant's allocation during that Plan Year (Choose a., b. or c.):
- a. **Months in each classification.** Pro rata based on the number of months the Participant spent in each classification.
 - b. **Days in each classification.** Pro rata based on the number of days the Participant spent in each classification.
 - c. **One classification only.** The Employer will direct the Plan Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- (e) **Testing (Article 4) overrides.** (Choose one or both of (1) and (2) if applicable.):
- (1) **First few weeks rule for Code §415 testing Compensation (4.05(D)(1)).** The Plan applies the first few weeks rule in Section 4.05(F)(1).
 - (2) **Code §415 (Article 4) override (4.02(D), (F)).** Because of the required aggregation of multiple plans, to satisfy Code §415, the following overriding provisions apply: _____
(Specify such language as necessary to satisfy Code §415, e.g., the Employer will reduce Annual Additions to this plan before reducing Annual Additions to other plans.)
- (f) **Vesting (Article 5) overrides.** (Choose one or both of (1) and (2) if applicable.):
- (1) **Alternative separate account vesting formula (5.03(C)(2)).** The Employer elects the alternative vesting formula described in Section 5.03(C)(2).
 - (2) **Vesting exclusions (5.06(D)).** For purposes of determining vesting, the Plan disregards Service following a Separation from Service or Break in Service, or Forfeiture Break in Service as follows: _____
(specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §411(a)(6)(B) or the rule of parity under Code §411(a)(6)(D)).
- (g) **Distribution (Article 6) overrides.** (Choose one or more of (1) through (6) if applicable.):
- (1) **Restriction on In-Service Distributions of Rollovers/Employee Contributions (6.01(D)(5)).** In lieu of permitting a Participant to receive a distribution of Rollover Contributions and Employee Contributions at any time, a distribution may only be made in accordance with the following (Choose one or more of a. through e.):
 - a. **Not permitted.** In-service distributions of Rollover Contributions and Employee Contributions are not permitted.
 - b. **Deferrals.** Under the same provisions which apply to Elective Deferrals.
 - c. **Match.** Under the same provisions which apply to Matching Contributions.
 - d. **Nonelective.** Under the same provisions which apply to Nonelective Contributions.
 - e. **Other:** _____

[Note: The Employer under this Election (g)(1)e. in Appendix B may describe restrictions on In-Service Distributions of Rollover Contributions and Employee Contributions using the options available for In-Service Distributions under Election 40 and/or a combination thereof as to all Participants or as to any Participant group. An Employer's election under Election (g)(1)e. in Appendix B must: (i) be objectively determinable and (ii) not be subject to Employer discretion.]

- (2) **Elections related to In-Plan Roth Rollovers (6.01(D)(7)).** (Choose one or both of a. and b.):
- a. **In-Service Roth Rollover events.** The Employer elects to permit In-Service Distributions under the following conditions solely for purposes of making an In-Plan Roth Rollover Contribution (Choose one or more of (i) through (iv); Choose (v) if applicable.):
- (i) **Age.** The Participant has attained age _____.
- (ii) **Participation.** The Participant has _____ months of participation (specify minimum of 60 months). Section 6.01(C)(4)(a)(ii).
- (iii) **Seasoning.** The amounts being distributed have accumulated in the Plan for at least _____ years (at least 2). See Section 6.01(C)(4)(a)(i).
- (iv) **Other** (describe): _____
(must be definitely determinable and not subject to Employer discretion (e.g., age 50, but only with respect to Nonelective Contributions, and not Matching Contributions))
- [Note: Regardless of any election above to the contrary, In-Plan Roth Rollover Contributions are not permitted from a Participant's Elective Deferral Account prior to age 59 1/2.]
- (v) **Distribution for withholding.** A Participant may elect to have a portion of the amount that may be distributed as an In-Plan Roth Rollover Contribution distributed solely for purposes of federal or state income tax withholding related to the In-Plan Roth Rollover Contribution.
- b. **Minimum amount.** The minimum amount that may be rolled over is \$_____.
- (3) **Pre-2009 Annuity Contracts (6.01(D)(9)).** The special in-service distribution rules for pre-2009 annuity contracts will not apply.
- (4) **Annuity Distributions (6.04).** (Choose one or both of a. and b.):
- a. **Modification of QJSA (6.04(A)(3)).** The Survivor Annuity percentage will be _____%. (Specify a percentage between 50% and 100%.)
- b. **Modification of QPSA (6.04(B)(2)).** The QPSA percentage will be _____%. (Specify a percentage between 50% and 100%.)
- (5) **Alternate Domestic Relations Procedure (6.05(D)).** The Plan will apply the alternate domestic relations procedure in Section 6.05(D).
- (6) **Replacement of \$5,000 amount (6.09).** All Plan references (except in Section 3.02(D)) to "\$5,000" will be \$_____. (Specify an amount less than \$5,000.)
- (h) **Administrative overrides (Article 7).** (Choose one or more of (1) through (8) if applicable.):
- (1) **Automatic revocation of spousal designation (7.05(A)(1)).** The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
- (2) **Limitation on frequency of Beneficiary designation changes (7.05(A)(4)).** Except in the case of a Participant incurring a major life event, a period of at least _____ must elapse between Beneficiary designation changes. (Specify a period of time, e.g., 90 days OR 12 months.)
- (3) **Definition of "spouse" (7.05(A)(5)).** The following definition of "spouse" applies: _____ (Specify a definition.)
- [Note: This definition shall apply for all Plan purposes other than Section 6.02 related to required minimum distributions, and Sections 6.04 and 7.05(A)(3) related to QJSAs, QPSAs, and related spousal rights. For example, the selected definition will apply to the determination of default beneficiary designations.]
- (4) **Administration of default provision; default Beneficiaries (7.05(C)).** The following list of default Beneficiaries will apply: _____ (Specify, in order, one or more Beneficiaries who will receive the interest of a deceased Participant.)
- (5) **Subsequent restoration of forfeiture-sources and ordering (7.07(A)(3)).** Restoration of forfeitures will come from the following sources, in the following order _____ (Specify, in order, one or more of the following: Forfeitures, Employer Contribution, Earnings.)
- (6) **State law (7.09(H)).** The law of the following state will apply: California (Specify one of the 50 states or the District of Columbia, or other appropriate legal jurisdiction, such as a territory of the United States or an Indian tribal government.)

- (7) **Fee Recapture Account (7.04(B)).** The Plan Administrator will allocate excess funds in the Fee Recapture Account as follows: *(Choose a., b. or c.)*
- a. Each Participant Account will receive an allocation based on the funds in which that Account was invested and the revenue sharing rates associated with those funds.
 - b. The excess funds will be allocated pro rata based on account balance.
 - c. The excess funds will be allocated per capita among Participants with Account Balances greater than zero, without regard to the amount of the Account Balance.
- (8) **Limitation to spouse (7.05(A)(3)).** The limitation on the designation of nonspousal beneficiaries described in Section 7.05(A)(3) applies. *(Do not make this election if the Employer has elected to apply the joint and survivor annuity rules in Election 42.)*
- (i) **Transfer overrides (Article 9).** *(Choose one or more of (1) through (3) if applicable.):*
- (1) **Exchanges within Plan (9.06(B)(1)).** In lieu of Section 9.06(B)(1) permitting transfers to (and only to) other Investment Arrangements then authorized to receive ongoing contributions under the Plan (i.e., payroll slot Vendors), the following applies *(Choose a., b. or c.):*
 - a. The Plan does not provide for or permit such exchanges.
 - b. The Plan provides for and permits such exchanges, to any other Investment Arrangements under the Plan.
 - c. The Plan provides for and permits such transfers under the following circumstances: _____.
 - (2) **Contract exchange to Vendor which is not part of Plan (9.06(B)(3)).** In lieu of Section 9.06(B)(3), permitting exchanges of investment arrangements described in section 9.06(B)(3), the following applies *(Choose a., b. or c.):*
 - a. The Plan does not provide for or permit such exchanges.
 - b. The Plan provides for and permits such exchanges in the Plan Administrator's discretion, which shall be exercised in accordance with Section 9.06(B)(3).
 - c. The Plan provides for and permits such exchanges, subject to Section 9.06(B)(3), under the following circumstances: _____.
 - (3) **Plan-to-Plan Transfers (9.06(B)(2)).** In lieu of Section 9.06(B)(2) which does not permit or provide for such transfers to this Plan, the Plan allows transfers to this Plan as elected below *(Choose a., b., c. or d. if applicable):*
 - a. The Plan allows such transfers to this Plan.
 - b. The Plan provides for and permits such transfers to other Plans in addition to permitting transfers to this Plan.
 - c. The Plan provides for and permits such transfers to other Plans but does not permit or provide for such transfers to this Plan.
 - d. The Plan provides for and permits such transfers under the following circumstances: _____.

Eligible Employees. If a., b., c. or d. is selected, such transfers are allowed for all Eligible Employees unless otherwise elected below *(Choose e., f. or g. if applicable):*

 - e. current employees only.
 - f. current and former Employees.
 - g. only if the Employee is part of a class of Employees whose assets are being transferred as a result of a merger or acquisition.

APPENDIX C
 TABLE I: ACTUARIAL FACTORS
 UP-1984, Without Setback

Number of years from attained age at the end of Plan Year until Normal Retirement Age	7.50%	8.00%	8.50%
0	8.458	8.196	7.949
1	7.868	7.589	7.326
2	7.319	7.027	6.752
3	6.808	6.506	6.223
4	6.333	6.024	5.736
5	5.891	5.578	5.286
6	5.480	5.165	4.872
7	5.098	4.782	4.491
8	4.742	4.428	4.139
9	4.412	4.100	3.815
10	4.104	3.796	3.516
11	3.817	3.515	3.240
12	3.551	3.255	2.986
13	3.303	3.014	2.752
14	3.073	2.790	2.537
15	2.859	2.584	2.338
16	2.659	2.392	2.155
17	2.474	2.215	1.986
18	2.301	2.051	1.831
19	2.140	1.899	1.687
20	1.991	1.758	1.555
21	1.852	1.628	1.433
22	1.723	1.508	1.321
23	1.603	1.396	1.217
24	1.491	1.293	1.122
25	1.387	1.197	1.034
26	1.290	1.108	0.953
27	1.200	1.026	0.878
28	1.116	0.950	0.810
29	1.039	0.880	0.746
30	0.966	0.814	0.688
31	0.899	0.754	0.634
32	0.836	0.698	0.584
33	0.778	0.647	0.538
34	0.723	0.599	0.496
35	0.673	0.554	0.457
36	0.626	0.513	0.422
37	0.582	0.475	0.389
38	0.542	0.440	0.358
39	0.504	0.407	0.330
40	0.469	0.377	0.304
41	0.436	0.349	0.280
42	0.406	0.323	0.258
43	0.377	0.299	0.238
44	0.351	0.277	0.219
45	0.327	0.257	0.202

Note: A Participant's Actuarial Factor under Table I is the factor corresponding to the number of years until the Participant reaches Normal Retirement Age under the Plan. A Participant's age as of the end of the current Plan Year is age on the Participant's last birthday. For any Plan Year beginning on or after the Participant's attainment of Normal Retirement Age, the factor for "zero" years applies.

APPENDIX C
 TABLE II: ADJUSTMENT TO ACTUARIAL FACTORS FOR NORMAL RETIREMENT AGE
 OTHER THAN 65
 UP-1984
 Without Setback

<u>Normal Retirement Age</u>	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
55	1.2242	1.2147	1.2058
56	1.2043	1.1959	1.1879
57	1.1838	1.1764	1.1694
58	1.1627	1.1563	1.1503
59	1.1411	1.1357	1.1305
60	1.1188	1.1144	1.1101
61	1.0960	1.0925	1.0891
62	1.0726	1.0700	1.0676
63	1.0488	1.0471	1.0455
64	1.0246	1.0237	1.0229
65	1.0000	1.0000	1.0000
66	0.9752	0.9760	0.9767
67	0.9502	0.9518	0.9533
68	0.9251	0.9274	0.9296
69	0.8998	0.9027	0.9055
70	0.8740	0.8776	0.8810
71	0.8478	0.8520	0.8561
72	0.8214	0.8261	0.8307
73	0.7946	0.7999	0.8049
74	0.7678	0.7735	0.7790
75	0.7409	0.7470	0.7529
76	0.7140	0.7205	0.7268
77	0.6874	0.6942	0.7008
78	0.6611	0.6682	0.6751
79	0.6349	0.6423	0.6494
80	0.6090	0.6165	0.6238

Note: Use Table II only if the Normal Retirement Age for any Participant is not 65. If a Participant's Normal Retirement Age is not 65, adjust Table I by multiplying all factors applicable to that Participant in Table I by the appropriate Table II factor.

APPENDIX D

[Note: The Employer may modify this Appendix without the need of a Plan amendment.]

INVESTMENT ARRANGEMENTS (8.01).

(a) The Employer will remit contributions (including deferrals) to the following Vendors and Investment Arrangements:

1. Refer to www.403Compare.com - Annuity Contracts and Custodial Accounts
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

(b) The following Vendors and/or Investment Arrangements were previously approved for the receipt of Plan contributions but are not currently approved:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

(c) The plan has entered into Information Sharing Agreements with the following Vendors and their products are approved for Contract exchanges under Section 9.06(B)(3):

1. Refer to www.403Compare.com - Annuity Contracts and Custodial Accounts
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

ADMINISTRATIVE FUNCTION DELEGATION. The administrative functions listed below are delegated as shown. *[Make at least one selection for each item below.]*

	Employer	Plan Administrator	Vendor	Other (Specify)
a. Determining employee eligibility to participate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
b. Determine participant vested percentages	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
c. Determining whether deferrals comply with plan limits and are correctly calculated	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
d. Determining accuracy of matching contributions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
e. Determining whether hardship distributions and loans (if any) comply with plan requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
f. Make determinations regarding rollovers and transfers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
g. Determining the status of domestic relations orders	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
h. Determining whether the plan complies with Code §403(b), taking into account the rules concerning Related Employers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
i. Determining employer status (e.g., type of employer, related employer status)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
j. Remitting contributions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
k. Delivery of participant notice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
l. Maintain employee records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
m. Review and process claims	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
n. Communication with vendor(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
o. Describe: _____ <i>[On line o. enter other delegated functions and the parties to whom they are delegated, or specify restrictions which apply to one or more functions (e.g., the Vendor will determine if a participant qualifies for a hardship distribution but the Plan Administrator will determine whether loans exceed Code limitations).]</i>				

Effective Date of this Appendix D: 06/19/2003

**403(b) ADOPTION AGREEMENT
ADMINISTRATIVE PROCEDURES ADDENDUM**

The following are optional administrative provisions. The Plan Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

AP1. **PLAN LOAN PROVISIONS (7.06).** Note: For plans subject to ERISA, the loan program required by the DOL will override any inconsistent selections made below. (Complete this question only if loans to Participants are permitted (i.e., if option 43(b) of the Adoption Agreement has been selected). Choose all that apply.

- (a) **Limitation of Loan Amount.** A Participant (Choose (1) or (2)):
- (1) May not borrow less than \$1,000 in any single loan.
 (2) May not borrow less than \$_____ (not more than \$1,000) in any single loan.
- (b) **Loan Interest Rate.** The interest rate on a Plan loan will be a commercially reasonable rate established by the Administrator unless this option (b) is selected ((Choose (1) or (2))):
- (1) **Prime plus.** Fixed at _____% (insert percentage) above Wall Street Journal's published prime rate.
 (2) **Specified rate:** _____.
- (c) **Home loan term.** The Plan does not permit the term of a loan to exceed 5 years unless this option (c) is selected. If selected, the maximum loan term for a loan used to acquire a Participant's principal residence will be (Choose (1) or (2)):
- (1) up to 15 years.
 (2) up to 30 years.
- (d) **Leaves of absence.** The Plan does not suspend loan payments for any leave of absence unless selected below. If selected, a loan may be suspended for a period of up to one year following an approved leave of absence, or, in the case of a military leave of absence up to the length of military leave. The Plan Administrator will allow suspense of loan payments for the following reasons (Choose one or more of (1)(a) and (2)(a)):
- (1) **Military**
 a. A Participant may suspend loan payments for military leave.
 (2) **Non-military**
 a. A Participant may suspend loan payments for non-military leave.
- (e) **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless a Participant is not subject to payroll):
- (1) payroll deduction for those Participants who are on the Employer's payroll
 (2) ACH (Automated Clearing House)
 (3) check
 a. Only for prepayment
- (f) **Refinancing.** Loan refinancing is not permitted unless option (1) is selected.
- (1) **Loan refinancing is permitted.** A refinance for purposes of the limit on number of loans is (Choose a. or b.):
 a. Not treated as an additional loan.
 b. Treated as an additional loan.
- (g) **Purpose (Choose (1) or (2)):**
- (1) Any reasonable purpose.
 (2) May not borrow except for: _____
- (h) **Account ordering.** Loan will come first from (Roth, pre-tax deferrals or other accounts): (Choose (1) through (3)):
- (1) Participant's choice.
 (2) Plan Administrator's choice.
 (3) As follows:
 a. first: _____
 b. second: _____
 c. third: _____
- (i) **Directed/general Plan investment (Choose (1) or (2)):**
- (1) Directed.
 (2) General.
- (j) **Charges. (Choose (1) or (2)):**
- (1) apply to borrower's account.
 (2) apply to overall Plan or Employer pays.

- (k) **Loan acceleration.** Upon the following (*Choose one or more of (1) and (2)*):
- (1) Separation/severance. Not applicable to parties in interest (if Plan is subject to ERISA). All outstanding loan balances will become due and payable in their entirety upon severance of employment unless directly rolled over (if otherwise permitted) to another employer's plan.
 - (2) Plan termination.
- (l) **Loan Default.** (*Choose one or more of (1) through (3)*):
- (1) Grace period. (*Choose a. or b.*):
 - a. Maximum grace period applies.
 - b. No grace period.
 - (2) Includes false statements
 - (3) No new loan if (*Choose a. or b.*):
 - a. Current default.
 - b. Current or prior default.
- (m) **Terminated employees.** Loans to terminated employees (*Choose (1) or (2)*):
- (1) are allowed
 - (2) are not allowed
- (n) **Limit on number of loans.** There is no limit on the number of outstanding loans a Participant may have unless this option (n) is selected (*Choose (1) or (2)*):
- (1) One
 - (2) Specify: _____
- (o) **Limitation on sources.** A Participant may only take a loan from the accounts attributable to the following accounts subject to limitations of the Investment Arrangement Documentation: (*Choose one or more of (1) through (8) as applicable.*)
- (1) Pre-Tax Elective Deferrals
 - (2) Roth Elective Deferrals
 - (3) Matching Contributions (including any Safe Harbor Matching Contributions and Additional Matching Contributions)
 - (4) Nonelective Contributions (including any Safe Harbor Nonelective Contributions)
 - (5) Rollovers
 - (6) Mandatory Employee Contributions
 - (7) Employee (after-tax) Contributions
 - (8) Describe: _____ (specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion; i.e., Unmatched Elective Deferrals.)

AP2. **PARTICIPANT DIRECTION OF INVESTMENT (7.03(B)).** The Plan permits Participant direction of investment unless selected below (*Choose one of (a) or (b): choose c. or d. if applicable*):

- (a) **Does not permit.** The Plan does not permit Participant direction of investment of any Account.
- (b) **Permitted.** The Plan permits Participant direction of investments.

Options (If direction of investments is permitted, select all that apply; leave blank if none apply)

- (c) **ERISA Section 404(c).** It is intended that the Plan comply with ERISA Section 404(c) with respect to the Accounts subject to Participant investment directions.
- (d) **QDIA.** Plan will include a qualified default investment alternative.

AP3. **ELECTIVE DEFERRAL PROCEDURES.** Participants may commence Elective Deferrals on the effective date of participation.

Subsequent elections. Participants may modify or make new Elective Deferral elections:

- (a) as of each payroll period
- (b) on the first day of each month
- (c) on the first day of each Plan Year quarter
- (d) on the first day of the Plan Year or the first day of the 7th month of the Plan Year
- (e) other: _____ (must be at least once each calendar year)

Irregular pay (e.g., bonuses). Unless the Administrator has implemented separate procedures or selected below, a Participant is permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will not apply to such irregular pay.

- (f) A Participant's existing Elective Deferral election will apply to irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes) unless the Participant makes a different Elective Deferral election for such irregular pay.
- (g) A Participant is not permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will apply to such irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes).

Escalation (leave blank if not applicable)

(h) Include option on Elective Deferral Agreement for Participants to elect to automatically escalate an Affirmative Election in accordance with the following:

Escalation amount. A Participant's Affirmative Election will increase by:

(1) _____ % of Compensation

a. up to a maximum of _____ % of Compensation (leave blank if no limit)

(2) other: _____

Timing of escalation. The escalation will apply as of:

(3) first day of each Plan Year

(4) anniversary of date of participation

(5) other: _____

Suspended Elective Deferrals. If a Participant's Elective Deferrals must be suspended pursuant to a provision of the Plan (e.g., due to a safe harbor hardship distribution or distribution due to military leave covered by the HEART Act), then a Participant is deemed to have made as of the date the suspension period begins, an Affirmative Election to have no Elective Deferrals made to the Plan unless otherwise selected below.

(i) the Participant's Affirmative Election will resume after the suspension period.

(j) the Participant is deemed to have no Affirmative Election after the suspension period (e.g., for purposes of applying any Automatic Deferral provisions).

Lapse of Affirmative Elections. Affirmative Elections will remain in effect until revoked or modified by a Participant unless selected below.

(k) Affirmative Elections lapse at the end of each Plan Year.

AP4. **BENEFICIARY HARDSHIP DISTRIBUTION.** Hardship distributions for the qualifying expenses of a Participant's Beneficiary (Section 6.07(C)) are not permitted unless selected below:

(a) Hardship distributions for the qualifying needs of the Participant's Beneficiary are permitted.

AP5. **ROLLOVER CONTRIBUTIONS (3.08, 7.04(A)(1)).** (Complete this question only if 44(b) has been selected)

Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable)

(a) From pre-participation Eligible Employees.

(b) From Participants who are Former Employees.

Source. Rollovers will be accepted from the following (Choose all that apply):

(c) Eligible 403(b) plans.

(d) Eligible 401(a) plans (including a 401(k) plan).

(e) Eligible 457(b) plans of governmental employers.

(f) IRAs.



DIETETIC INTERNSHIP AFFILIATION AGREEMENT

This Affiliation Agreement, dated this 12 day of July 2019, is between BE WELL SOLUTIONS DIETETIC INTERNSHIP PROGRAM, LLC ("BWS DI") and ANAHEIM UNION HIGH SCHOOL DISTRICT ("Facility") located at (facility address) 501 N. Crescent Way, Anaheim, CA 92801.

The purpose of this Affiliation Agreement ("Agreement") is to form an agreement with a Facility that is committed to providing meaningful dietetic supervised practice experiences for Interns enrolled in the BWS DI.

WITNESSETH:

WHEREAS, Be Well Solutions ("BWS") is currently conducting a Distance Dietetic Internship program and desires to obtain supervised practice experiences for Interns enrolled in the program; and

WHEREAS, FACILITY has the facilities and capability to provide such experiences and is willing to make its facilities and personnel available for the purpose of providing supervised practice experience to Interns enrolled in the BWS DI;

NOW THEREFORE, it is mutually agreed by and between Facility and BWS DI as follows:

COVENANTS

1. GENERAL GUIDELINES:

- A. The BWS DI Director or his/her designee and the Director of the Facility shall have primary responsibility for the performance of the terms of this agreement and shall work together to ensure that the terms of this agreement are adhered to.
- B. Upon request, the BWS DI Director or designee shall be permitted to perform an inspection of the Facility or shadow the Intern during a scheduled rotation.
- C. BWS DI adheres to a strict non-discrimination policy. Neither party shall discriminate against any Intern on the basis of race, religion, gender, national origin or any other protected class set forth in Title VII.

2.0. RESPONSIBILITIES OF THE PARTIES

2.1. Responsibility of BWS DI

It shall be the responsibility of BWS DI to:

- (a) Provide an orientation week for Interns prior to the commencement of the supervised practice experiences at the facilities and, thereafter, to provide a solid foundation for Interns to successfully complete their supervised practice experiences;
- (b) Cooperate with Facility and assist the Interns who have elected to participate in the DI through the use of its Facilities;
- (c) The BWS DI Director or designee shall (1) act as BWS's representative to Facility; (2) facilitate communication and otherwise act as liaison with and (3) coordinate Interns' field experiences at the Facility;
- (d) Ensure financial responsibility of Interns by each student maintaining professional liability/malpractice commercial insurance coverage. Upon request, BWS DI shall provide evidence of such insurance for each Intern prior to approving the placement of that Intern at the Facility;
- (e) Require Interns to abide by applicable federal, state and local laws, standards of accrediting bodies, as well as policies and regulations of the Facility, including dress code;
- (f) Comply with, and require Interns to comply with all applicable federal and state laws and regulations concerning patient privacy and confidentiality of protected health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
- (g) Require Interns to maintain the confidentiality of all proprietary information regarding the Facility patients and clients;
- (h) Ensure that Interns meet health standards required by Facility and otherwise permitted under law;
- (i) Withdraw any Intern from the Facility who has been determined by Facility, in the exercise of its discretion, to be unacceptable for any reason described in Section 2.2 (f); and
- (j) Maintain a record of each Intern enrolled in the BWS DI and each Intern who has completed the program for a time period of six (6) years following the completion or withdrawal from the DI ("Intern Directory Record"). Each Intern Directory Record shall include the student's name, year of certificate

awarded, and the most current address and phone number the Intern has provided to the BWS DI.

2.2. Responsibilities of Facility

It shall be the responsibility of Facility to:

- (a) Provide an educationally oriented supervised practice experience for Interns;
- (b) Designate a contact person under this Agreement to be: (1) responsible for the coordination and implementation of the rotation at the Facility; and (2) a representative of the Facility to BWS DI;
- (c) Familiarize the intern with the Facility, its equipment, procedures, and policies and to provide Interns with copies of its rules and regulations;
- (d) Permit interns access to patient records for the purpose of field experience requirements, if the Facility patients provide the proper consent; advise BWS DI and the Intern of its policies and procedures concerning patient privacy and confidentiality of protected health information including, without limitation, the policies and procedures that the Facility has adopted pursuant to HIPAA;
- (e) Retain responsibility and accountability for all patient care and the supervision of Interns while at the Facility. Interns shall not replace the staff of the Facility;
- (f) Advise BWS, at the earliest possible time, of any material difficulty of an Intern to progress toward achievement of the stated objectives of the BWS DI. Notwithstanding the foregoing, Facility reserves the right to direct BWS DI to withdraw, or not to accept, any Intern whose health, conduct, or performance, as determined by Facility, in its discretion, is or may be a detriment to patients' well-being, or to the achievement of the purposes of the BWS DI or is inconsistent with its policies, procedures, or ethical requirements.
- (g) Evaluate the performance of the Intern, in a manner and to an extent agreed to by BWS DI and Facility, using evaluation forms provided by BWS DI. The evaluation forms shall be completed and forwarded to BWS DI following the conclusion of each Intern's participation in the supervised practice experience; and
- (h) Provide emergency health care for illnesses or injuries resulting from the Intern's field experience at the Facility. It shall be the responsibility of the Interns to provide payment or adequate health insurance coverage for such emergency care and any subsequent care.

2.3. Mutual Responsibilities of the Parties

The Parties agree as follows:

- (a) Facility shall have the privilege of recruiting Interns for employment, provided that such employment will commence after the completion of the Intern's course of academic instruction. Upon its request, and without the objection of the Intern, BWS DI shall provide Directory Records to the Facility.
- (b) No Party shall have any financial obligation to any other Party resulting from or arising out of the provision of services, instruction, supervision, or facilities under this Agreement.
- (c) Each party shall comply with all federal, state, and local laws that are applicable to activities carried out under this Agreement. The Parties agree not to engage in unlawful discrimination on the grounds of race, color, national or ethnic origin, gender, marital status, religion, handicap, political affiliation, age, or any other basis proscribed by such laws.

3.0 RELATIONSHIP OF PARTIES

3.1 At all times under this Agreement, BWS DI and Facility shall be considered independent contractors. Nothing contained herein, nor any course of action or failure to act shall be construed to create, as between BWS DI and Facility, an employer-employee or agent-servant relationship, or any other relationship except that of independent contractors.

3.2 While assigned to Facility, Interns will not be considered employees of Facility and Facility shall not be responsible for the payment of any wages, payroll taxes, Social Security, Workers' Compensation insurance, malpractice insurance, or other benefits to or on behalf of such Interns.

4.0 TERMS AND TERMINATION

This Agreement shall become effective as of the date first written above ("Effective Date") and shall remain in effect from the Effective Date. A party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. In the event of such termination of the Agreement, an Intern shall have the right to complete the rotation under the conditions and terms of this Agreement, unless Facility requests the withdrawal of that Intern under Section 2.2(f).

5.0 CLAIMS AND DEMANDS

BWS DI shall be responsible for all claims, causes of actions, demands, liabilities and expenses arising out of the acts or omission of BWS DI and its Interns while performing services under this Agreement.

6.0 NO RIGHTS CONVEYED TO THIRD PARTIES

Nothing contained herein is intended to convey or vest any legal right in a third party to enforce terms or conditions of this Agreement.

7.0 ASSIGNMENTS

This Agreement shall not be assigned in whole or in part without the prior written consent of BWS DI and Facility.

8.0 CONTROLLING LAW

This Agreement shall be governed by the laws of the State of Ohio. All actions commenced to enforce this Agreement shall be filed in a court of appropriate jurisdiction located in Cuyahoga County, Ohio.

9.0 MODIFICATIONS

No revision or modification of this Agreement shall become effective or enforceable with respect to a party unless it is in writing and is signed by that party.

[The remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives.

Facility

BE WELL SOLUTIONS
DIETETIC INTERNSHIP
PROGRAM, LLC

By: _____

By: _____

Signature

Signature

Name: Jennifer Root, Ed.D.

Name: Abby Saponaro

Printed Name

Printed Name

Title: Assistant Superintendent, Business

Title: Director of Nutrition Services

Date: _____

Date: _____

Mailing address:

Mailing address:

501 N. Crescent Way

30625 Solon Road, Suite C.,
Solon, OH 44139

Anaheim, CA 90801



INTERNSHIP AFFILIATION AGREEMENT

THIS INTERNSHIP AFFILIATION AGREEMENT (the "Agreement") is made and entered into as of July 12, 2019 ("Effective Date") between Utah State University ("University"), having an office at 1445 Old Main Hill, Logan, UT 84322 and Anaheim Union High School District ("Facility"). University and Facility each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's dietetic interns.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Responsibilities of University.

1.1. Intern Preparation. The University will use reasonable efforts to prepare interns selected for participation in the internship.

1.2. Education Responsibility. The University will retain general responsibility for the education of its interns. The University will provide the Facility with current copies of curriculum objectives and course descriptions associated with the internship. The University will maintain applicable academic accreditation(s) during the Term. If requested by the Facility, the University will provide credentials and contact information of faculty associated with the internship.

1.3. Confidentiality. The University will advise all interns assigned to the Facility regarding the confidentiality of Facility's student records and/or information, including confidentiality duties associated with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The University will also advise all interns that confidentiality duties are ongoing.

1.4. Compliance. The University will advise interns that they are required to comply with Facility dress codes, rules, regulations, and procedures.

1.5. Performance Evaluations. If requested by the Facility, the University will provide instruction via its online training materials and resources to the Facility's staff with respect to the performance evaluation of all the interns at the Facility.

1.6. Insurance. The University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require the University to carry different or additional insurance, and any obligations of the University contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to University's negligent acts or omissions. The University warrants that its insurance



provides: general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate; and professional liability insurance for its interns with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. If requested by the Facility, the University will provide the Facility with a certificate of such insurance.

2. Responsibilities of Facility.

2.1. **Learning Environment.** The Facility has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for participating interns. Therefore, the Facility will provide interns with access to appropriate resources for intern education including: a) access to students at the Facility in an appropriately supervised environment, in which the intern can complete the University's curriculum; b) intern security badges or other required security access to student care areas; c) access and required training for interns in the proper use of electronic records or paper charts, as applicable; d) computer access; e) some secure storage space for personal items of student when at the Facility; and f) access to call rooms, if necessary.

2.2. **Responsible for Students.** The Facility will retain full responsibility for care of its students and will maintain administrative and professional supervision of interns insofar as their presence and internship assignments affect the operation of the Facility and its care, direct and indirect, of students. The responsibility of the Facility for student care should not diminish or preclude opportunities for interns to undertake student care duties under appropriate supervision.

2.3. **Performance Evaluations.** The Facility will assist the University in the evaluation of the learning and performance of participating interns by completing and returning in a timely fashion University-provided evaluation forms.

2.4. **Orientation.** The Facility will provide for the orientation of interns as to the Facility's rules, regulations, procedures, and policies of the Facility along with any other of Facility's expectations for the participating interns.

2.5. **Supervision.** The Facility will provide qualified and competent staff members in adequate number for the instruction and supervision of interns participating in the internship.

2.6. **Emergency Care.** In the event an intern is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will (a) notify the University of such an event and (b) provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such interns to the nearest emergency facility. The intern will be responsible for any charges thus generated.

2.7. **Student Records.** Facility, its employees, agents and representatives shall maintain in confidence intern files and personal information and limit access to only those Facility employees or agents with a need to know. Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the University. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in the



educational records of the intern(s) who participate in the internship to the extent that access to the records is required by Facility to carry out the internship.

2.8. Liability Insurance. If requested by the University, the Facility will provide proof that it maintains liability insurance in commercially reasonable amounts.

2.9. Claims. The Facility will provide written notification to the University promptly if a claim arises involving an intern.

2.10. Incidents. The Facility will resolve any situation in favor of its students' welfare. When an incident or problem occurs involving an intern, the Facility may restrict or remove such intern from the situation or restrict such intern to the role of observer until the incident can be resolved by the Facility. The Facility will notify the University's representative if such an action is required.

3. Mutual Responsibilities.

3.1. Collaboration. The Parties will work together to maintain a high-quality educational environment where student care is paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties' respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the internship.

University-
Name: Lacie Peterson
Phone Number: (435) 797-4230
Email: dietetic.internship@usu.edu

Facility- Anaheim Union High School District
Name: Tiffanie Bas
Phone Number: 714-999-1356
Email: bas_t@auhsd.us

The coordinator may be changed from time to time as needed by providing the other Party with written notice of the change.

3.2. Background Checks, Immunizations, and Other Requirements. If applicable, the Facility shall notify the University of any required criminal background checks, immunizations, drug tests, or any other requirements (i.e. CPR training, fingerprints, food handler permit, physical exam, etc.). When so informed, the University will inform and assist interns in obtaining the requirements. Unless provided by the Facility, the costs associated with any such requirement will be paid by the intern.

3.3. Intern Removal. The Facility may request the removal of any intern whom the Facility determines is not performing in accordance with its applicable administrative and student care policies, procedures, rules, and/or regulations. Such request must be in writing and must include a statement of the reason or reasons why Facility desires to have the intern removed. The intern must be afforded by the University an opportunity to respond in writing to the statements. However, Facility may immediately remove from the premises any intern who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The Facility will notify the appropriate office of the University if such an action is required. The University may terminate a student's participation when, in its sole discretion, further participation by the intern would no longer be appropriate. The University will notify the Facility if such action is required.



3.4. **Expenses.** Expenses incurred for normal activities in accordance with this Agreement shall be covered by the Party incurring the cost, except when otherwise prearranged in writing.

3.5. **Non-Discrimination.** Neither University nor Facility will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

3.6. **Compliance with the Law.** The University and Facility shall comply with all applicable federal and state laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder.

4. Term and Termination. This Agreement will commence as of the Effective Date and will continue for five (5) years or until terminated. This Agreement may be terminated at any time and for any reason by either Party upon not less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, interns scheduled with Facility prior to the termination date will be permitted to complete any previously scheduled internship at Facility.

5. Employment Disclaimer. Participation in the internship will not afford interns status as employees or agents of the Facility or University for any purpose. The Parties agree that interns will not be entitled to receive any compensation or employment benefits from Facility, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Facility will not be required to purchase any form of insurance for the benefit or protection of any intern of the University. The Parties agree that in compliance with HIPAA, if an intern has access to protected health information of the Facility, then such intern shall be considered a member of the Facility's "workforce" as that term is defined by 45 CFR 160.103.

6. Liability. Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such Party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

7. Miscellaneous

7.1. **Choice of Law and Venue.** The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

7.2. **Government Records and Management Act.** Facility acknowledges that University is a governmental entity subject to the Utah Government Records Access and



Management Act, Utah Code section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within University's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that University's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to University that Facility believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

7.3. Governmental Immunity. Facility further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of Facility or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of University contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

7.4. Notice. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed below (which addresses may be updated by providing written notice to the other Party, as needed):

University-
Utah State University Dietetic Internship
920 W Levoy Dr
Taylorsville, UT 84123
(435) 797-4230
email: dietetic.internship@usu.edu

Facility-
Anaheim Union High School District
501 N Crescent Way
Anaheim, CA 92801
email: root_j@auhsd.us



7.5. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

7.6. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

7.7. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

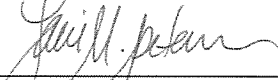
7.8. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

7.9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY

FACILITY

By: 
Print Name: Lacie Peterson
Title: Dietetic Internship Director
Date: _____

By: _____
Print Name: Jennifer Root, Ed.D.
Title: Assistant Superintendent, Business
Date: _____

The Governing Board believes that all children, including children with disabilities, should have the opportunity to learn in a safe and nurturing environment. The Superintendent or designee shall work to identify children with disabilities who reside within the jurisdiction of the district in order to ensure that they receive educational and related services required by law.

The Superintendent or designee shall provide qualified students with disabilities with a free appropriate public education (FAPE), as defined under Section 504 of the federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of students without disabilities are met. (34 CFR 104.33)

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the district's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other nonacademic activities. (34 CFR 104.37)

In providing services to students with disabilities under Section 504, the Superintendent or designee shall ensure district compliance with law, including providing the students and their parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards" section of the accompanying administrative regulation.

The Superintendent or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any other capacity except as hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

Legal Reference:

EDUCATION CODE

- 49423.5 Specialized physical health care services
- 52052 Accountability; numerically significant student subgroups
- 52060-52077 Local control and accountability plan
- 56043 Special education, timelines
- 56321 Assessment; development of IEP; parental notifications, consent

CODE OF REGULATIONS, TITLE 5
3051.12 Health and Nursing Services

UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act of 1974
1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29
705 Definitions; Vocational Rehabilitation Act
794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act

CODE OF REGULATIONS, TITLE 28
35.101-35.190 Nondiscrimination on the basis of disability in state and local government services

CODE OF FEDERAL REGULATIONS, TITLE 34
104.1-104.61 Nondiscrimination on the basis of handicap, especially:
104.1 Purpose to effectuate Section 504 of the Rehabilitation Act of 1973
104.3 Definitions
104.32 Location and notification
104.33 Free appropriate public education
104.34 Educational setting
104.35 Evaluation and placement
104.36 Procedural safeguards
104.37 Nonacademic services
104.7 Responsible employee; grievance procedures

COURT DECISIONS
Christopher S. v. Stanislaus County Office of Education, (2004) 384 F.3d 1205

Management Resources:

CSBA PUBLICATIONS
Rights of Students with Diabetes Under IDEA and Section 504, Policy Brief, December 2007

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter and Resource Guide on Students with ADHD, July 2016

Protecting Students with Disabilities: Frequently Asked Questions About Section 504 and the Education of Children with Disabilities, October 2015

Dear Colleague Letter, January 2013

Dear Colleague Letter and Questions and Answers on ADA Amendments Act of 2008 for Students with Disabilities Attending Public Elementary and Secondary Schools, January 2012

Free Appropriate Public Education for Students with Disabilities: Requirements under Section 504 of the Rehabilitation Act of 1973, September 2007

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

Board of Trustees

Board Approved: TBD

E

The Superintendent designates the following position as the district's 504 Coordinator to implement the requirements of Section 504 of the federal Rehabilitation Act of 1973: (34 CFR 104.7)

Director, Curriculum and Instruction/Instructional Support Services
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801
(714) 999-3511

Definitions

For the purpose of implementing Section 504, the following terms and phrases shall have only the meanings specified below:

“Free appropriate public education” (FAPE) means the provision of regular or special education and related aids and services designed to meet the individual educational needs of a student with disabilities as adequately as the needs of students without disabilities are met, at no cost to the student or his or her parent or guardian except when a fee is specifically authorized by law for all students. (34 CFR 104.33)

“Student with a disability” means a student who has a physical or mental impairment which substantially limits one or more major life activities, who has a record of such an impairment, or who is regarded as having such an impairment. (28 CFR 35.108)

“Physical impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genito-urinary, immune, hemic, lymphatic, skin, and endocrine. (28 CFR 35.108)

“Mental impairment” means any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability. (28 CFR 35.108)

“Substantially limits major life activities” means limiting a person's ability to perform functions, as compared to most people in the general population, such as caring for himself or herself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, and working. “Major life activities” also includes major bodily functions such as functions of the

immune system, special sense organs and skin, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions, as well as the operation of an individual organ within a body system. The determination of whether an impairment substantially limits a student's major life activities shall be made without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. Mitigating measures are measures that an individual may use to eliminate or reduce the effects of an impairment, including, but not limited to, medications, medical supplies or equipment, prosthetic devices, assistive devices, reasonable modifications or auxiliary aids or services, learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy. (42 USC 12102; 28 CFR 35.108)

Referral, Identification, and Evaluation

Any action or decision to be taken by the district involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

1. A parent or guardian, teacher, other school employee, educational monitoring team, or community agency may refer a student to the principal or designee or to the District 504 Coordinator for identification as a student with a disability under Section 504.
2. Upon receipt of any such referral, the principal, designee, 504 Coordinator, or other qualified individual with expertise in the area of the student's suspected disability shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including those in academic and nonacademic areas of the school program; consultation with the student's teachers, other professionals, and the parent or guardian, as appropriate; and analysis of the student's needs.

If it is determined that an evaluation is unnecessary, the principal, designee, or 504 Coordinator shall inform the parents or guardians in writing of this decision and of the procedural safeguards available, as described in the "Procedural Safeguards" section below.

3. If the student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to his or her initial placement. (34 CFR 104.35)

Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent or guardian consent.

The district's evaluation procedures shall ensure that the tests and other evaluation materials: (34 CFR 104.35)

- a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers;
- b. Are tailored to assess specific areas of educational need and are not merely designed to provide a single general intelligence quotient;
- c. Reflect the student's aptitude or achievement or whatever else the tests purport to measure rather than his or her impaired sensory, manual, or speaking skills, except where those skills are the factors that the tests purport to measure.

Section 504 Services Plan and Placement

Services and placement decisions for students with disabilities shall be determined as follows:

1. A 504 team shall be convened to review the evaluation data in order to make placement decisions. The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options (34 CFR 104.35) including an administrator, a school counselor, one or more of the student's teachers, other program staff as appropriate (e.g., nurse, psychologist, social worker, Regional Occupational Program instructor), parents or guardians, and the student.

In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.35)

2. If, upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of regular or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE.

The parents or guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

3. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a person with a disability under Section 504 and shall state the basis for the determination that no special services are presently needed. The student's parent or guardian shall be informed in writing of his or her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.
4. The student shall be placed in the regular educational environment, unless the district can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his or her individual needs. (34 CFR 104.34)
5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame, generally not later than 60 days following consent to assess.
6. A copy of the student's Section 504 services plan shall be kept in his or her student record. The student's teachers and any other staff who provide services to the student shall be informed of the plan's requirements.

If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

Review and Reevaluation

The 504 team shall monitor the progress of the student and, at least annually, shall review the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of students without disabilities are met. In addition, each student with a disability under Section 504 shall be reevaluated at least once every three years.

A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement. (34 CFR 104.35)

Procedural Safeguards

The Superintendent or designee shall notify the parents or guardians of students with disabilities of all actions and decisions by the district regarding the identification, evaluation, or educational placement of their children. The Superintendent or designee also shall notify the parents or guardians of all the procedural safeguards available to them if they disagree with the district's action or decision, including an opportunity to examine all relevant records and an impartial hearing in which they shall have the right to participate. (34 CFR 104.36)

If a parent or guardian disagrees with any district action or decision regarding the identification, evaluation, or educational placement of his or her child under Section 504, he or she may request a Section 504 due process hearing within 30 days of that action or decision.

Prior to requesting a Section 504 due process hearing, the parent or guardian may, at his or her discretion, but within 30 days of the district's action or decision, request an administrative review of the action or decision. The 504 Coordinator shall designate an appropriate administrator to meet with the parent or guardian to attempt to resolve the issue and the administrative review shall be held within 14 days of receiving the parent or guardian's request. If the parent or guardian is not satisfied with the resolution of the issue, or if the parent or guardian did not request an administrative review, he or she may request a Section 504 due process hearing.

A Section 504 due process hearing shall be conducted in accordance with the following procedures:

1. The parent or guardian shall submit a written request to the 504 Coordinator within 30 days of receiving the district's decision or, if an administrative review is held, within 14 days of the completion of the review. The request for the due process hearing shall include:
 - a. The specific nature of the decision with which he or she disagrees;
 - b. The specific relief he or she seeks;
 - c. Any other information he or she believes is pertinent to resolving the disagreement.
2. Within 30 days of receiving the parent or guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.

3. Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.
4. The parties to the hearing shall be afforded the right to:
 - a. Be accompanied and advised by legal counsel and by individuals with special knowledge or training related to the problems of students with disabilities under Section 504;
 - b. Present written and oral evidence;
 - c. Question and cross-examine witnesses;
 - d. Receive written findings by the hearing officer stating the decision and explaining the reasons for the decision.

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

Notifications

The Superintendent or designee shall ensure that the district has taken appropriate steps to notify students and parents or guardians of the district's duty under Section 504. (34 CFR 104.32)

Procedures for Implementing Section 504 Plans in Regional Occupational Programs

The District is committed to providing a FAPE in regional occupational programs ("ROP") to District students who have disabilities within the meaning of Section 504. The District shall ensure Section 504 students will not be denied the benefits of, excluded from participation in, or otherwise subjected to discrimination in ROP courses because of the absence of accommodations, aids, or services designed to meet their individual educational needs. A student with a disability may be entitled to implementation of their Section 504 Plan, and other accommodations, aids, or services in ROP provided courses. The student's Section 504 Team, which includes an ROP Instructional Administrator, is responsible for implementing a student's Section 504 Plan and/or any other appropriate accommodations, aids, or services in ROP provided courses.

Provision of 504 Accommodations to Students in ROP Courses

The application for an ROP course will identify whether a student has a Section 504 plan. When a student with a Section 504 Plan applies for an ROP course, the school's Career Guidance Specialist ("CGS") shall notify the student's 504 case carrier. The student's 504 case carrier and ROP Instructional Administrator will promptly meet with student and/or parent to (1) review the accommodations, aids, or services contained in student's Section 504 Plan, (2) review the requirements of the ROP Course, and (3) determine whether additional accommodations, aids, or services may need to be discussed by the Section 504 Team.

If the student may require additional accommodations, aids, or services considering the course requirements, the student's 504 case carrier will promptly schedule and convene a Section 504 Team meeting, which will include an ROP Instructional Administrator, for the following reasons:

1. Review the current accommodations, aids, or services to determine whether student's current Section 504 Plan will meet student's needs in the ROP course.
2. Review the ROP course description and the requirements associated with the course.
3. Discuss additional accommodations, aids or services that may be necessary to allow student access to participate in the ROP course.
4. Document all decisions regarding implementation of the Section 504 Plan and/or other accommodations, aids, and services in the ROP course.
5. If the Section 504 Team determines that the student can participate in the ROP course with the Section 504 Plan, the following will occur:
 - a. The decision will be discussed with the student and documented in student's Section 504 Plan. District will provide Student a copy of the Section 504 Plan and a copy of the Section 504 procedural safeguards.
 - b. Prior to the start of the ROP course, the CGS or guidance counselor shall provide copies of student's Section 504 Plan to all personnel responsible for implementing the plan.
 - c. Prior to the start of the ROP course, ROP's Instructional Administrator shall provide copies of student's Section 504 Plan to all ROP personnel responsible for implementing the plan.

- d. The student's Section 504 Plan will be implemented the first day of the ROP course. If it is determined that the student's Section 504 Plan cannot be implemented at the start of the ROP course, the ROP Instructional Administrator will inform the student in writing of the projected timeframe for implementation.
6. If the Section 504 Team determines that student cannot participate in the ROP course with the current Section 504 Plan, with alternative accommodations, aids, or services discussed by the Section 504 Team, and/or with the accommodations, aids and services requested by student, the following will occur:
 - a. The reasons for the Section 504 Team's determination that the student cannot participate in the ROP course will be discussed with the student and documented in the notes section of the student's Section 504 Plan. District shall provide Student a copy of the Section 504 Plan and meeting notes and a copy of the Section 504 procedural safeguards, which shall include these procedures.
 - b. If changes to the Section 504 Plan, including accommodations, aids, or services requested by student, are not possible, the Section 504 Team will explore with the student alternative ROP courses that could reasonably implement student's Section 504 plan.
 - c. If the Section 504 Team offers to modify Student's Section 504 Plan with accommodations, aids, or services other than those requested by Student, the Section 504 Team will document the offered alternatives and Student's acceptance or rejection of the alternatives offered.

Dispute Resolution

If a student disagrees with the Section 504 Team's determination regarding implementation of their Section 504 Plan and/or other accommodations or auxiliary aids and services, the student may pursue Procedural Safeguards set forth in the District's Section 504 Policy or file a complaint with the Office of Civil Rights.

The ROP will participate in the District's investigation and resolution of any dispute regarding implementation of a Section 504 Plan and/or any other accommodations, aids, or services in an ROP course.

HIGH SCHOOL GRADUATION REQUIREMENTS

71105 (6146.1)

The Board of Trustees desires to prepare all students to obtain a high school diploma so that they can take advantage of opportunities for postsecondary education and employment. The district's graduation requirements are designed to ensure minimal proficiency on curriculum standards, provide a common base of general education, encourage academic excellence and participation in enrichment studies, and comply with California law.

A single diploma will be granted by the Anaheim Union High School District. Scholastic recognition will be designated by an embossed seal placed on the diploma for superior work (honors – 3.00 to 3.49 / academic honors – 3.50 and above) in University of California “a-g” courses only.

Course Requirements

To obtain a high school diploma, students shall enroll in a minimum of 60 credits of course work in grades 9, 10, and 11 and a minimum of 50 credits of course work in grade 12 to satisfactorily complete a minimum of 220 credits, including the following:

1. 40 credits in English, including English 1, English 2, English 3, and English 4, or their equivalents
2. 30 credits in mathematics, with 30 credits coming from 3 different levels of math, including one year of Algebra I or its equivalent.

Students may be awarded up to 10 mathematics credits for successful completion of an approved computer science course that is classified as a “category c” course based on the “a-g” course requirements for college admission. (Education Code 51225.3, 51225.35)

3. 20 credits in science, with the normal sequence for enrollment in grades 9, 10, and/or 11, including biological and physical sciences (Education Code 51225.3)
4. 30 credits in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)
5. 10 credits in visual or performing arts or 10 credits in the same world language
6. 10 credits in a career technical education (CTE) or career-related course

7. 20 credits in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3), including 10 credits of PE 1 and 10 credits of PE 2, or equivalents

All students must take physical education in grade 9. A student who passes 5 of the 6 components of the Physical Fitness Test taken in grade 9 may defer the second year of required physical education until grade 11 or grade 12.

8. 5 credits in health

Incoming transfer students who have satisfactorily completed the health requirement in another school district with fewer than 5 credits will be deemed to have satisfied this requirement; however, the district minimum of 220 credits required for graduation shall continue to apply.

9. 55 credits in electives, including one district digital literacy course aligned to the International Society for Technology in Education (ISTE) National Education Technology Standards (NETS) (if not otherwise satisfied through another course meeting the above requirements)

Civic and Service Learning Requirement

In addition to the prescribed course work, all students shall satisfactorily complete 40 hours of Civic and Service Learning activities to obtain a high school diploma.

Alternative Means for Completion

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

Exemptions and Waivers

A foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or newly arrived immigrant student participating in a newcomer program who transfers into the district any time after completing the second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer, any such

student shall be notified of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the district may retroactively grant high school diplomas to: (Education Code 48204.4, 51430, 51440)

1. Persons who departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

2. Former students who were interned by order of the federal government during World War II or who are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school

Honorary Diplomas

The Board may grant honorary high school diplomas to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation, and who is returning to the home country following the completion of one academic school year in the district
2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

Legal Reference:

EDUCATION CODE

- 47612 Enrollment in charter school
- 48200 Compulsory attendance
- 48204.4 Parents/guardians departing California against their will
- 48412 Certificate of proficiency
- 48430 Continuation education schools and classes
- 48645.5 Acceptance of coursework
- 48980 Required notification at beginning of term
- 49701 Interstate Compact on Educational Opportunity for Military Children
- 51224 Skills and knowledge required for adult life
- 51224.5 Algebra instruction
- 51225.1 Exemption from district graduation requirements
- 51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
- 51225.3 High school graduation
- 51225.35 Mathematics course requirements; computer science
- 51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
- 51225.5 Honorary diplomas
- 51225.6 Compression-only cardiopulmonary resuscitation

51228 Graduation requirements
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51413 Diplomas
51420-51427 High school equivalency certificates
51430 Retroactive high school diplomas
51440 Retroactive high school diplomas
51450-51455 Golden State Seal Merit Diploma
51745 Independent study restrictions
56390-56392 Recognition for educational achievement, special education
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-4670 Uniform complaint procedures

COURT DECISIONS

O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

WEB SITES

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

California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>

University of California, List of Approved a-g Courses:

<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

Board of Trustees

Board Approved: TBD

E



ORDER FORM

Billing Information

Bill To: Anaheim Union High School District
Address: 501 North Crescent Way
City: Anaheim
State: CA
Zip Code: 92801

Billing Contact

Name:
Title:
Email:
Phone:

Shipping Information

Address: 501 North Crescent Way
City: Anaheim
State: CA
Zip Code: 92801

of Elementary Schools: 0
of Middle Schools: 7
of High Schools: 13

Account Administrator

Name: Dr. Shanna Egans
Title: Director, Student Services
Email: egans_s@auhsd.us
Phone: 714-999-5654

Upon signature, your Account Administrator will receive an e-mail to log in to and set up your account.

Terms and Conditions

Contract Start Date: 07/01/2019

Contract End Date: 06/30/2020

Payment Terms: Net 30

Note: 2020 Renewal to be billed at .18 per student total.

Products

Product	Description	Price/License	Quantity	Price
STOPit Platform	STOPit Subscription Licenses (Annual Fee)	USD .10	31,000	USD 3100
STOPit Services	STOPit Incident Monitoring Service Licenses (Annual Fee)	USD .04	31,000	USD 1240
Setup & Training	STOPit Online Setup, Training & Posters (One-Time Fee)	USD 0.00	0.00	USD 0.00
		USD		USD
			Total	USD 4340.00

Sales or Use Tax, if applicable, will be applied to your invoice total.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase/payment of the products on this Order Form?

No Yes

If yes, complete the following:

PO Number:

PO Amount:

STOPit SUBSCRIBER AGREEMENT

This Subscriber Agreement (this "Agreement") is made effective as of 07/01/2019, ("Effective Date"), by and among Inspirit Group, LLC, d/b/a STOPit, a Delaware limited liability company, having its principal place of business at 101 Crawfords Corner Road, Suite 4 105-R, Holmdel, New Jersey 07733 ("STOPit"), and Anaheim Union High School District, having its principal place of business at 501 North Crescent Way Anaheim CA 92801 ("Subscriber").

1. **STOPit Platform and Services.** Pursuant to the terms of this Agreement, which govern STOPit's provision and Subscriber's use of the STOPit software platform: (i) STOPit shall provide online access to, and allow Subscriber and an unlimited number of Subscriber's employees and contractors to use STOPit ADMIN; and (ii) Subscriber will have the right to authorize that number of individuals associated with its organization ("Users"), as specified in an order form submitted by Subscriber ("Order Form"), to access, download and use the STOPit application ("Application"). STOPit ADMIN and the Application are referred to as the "STOPit Platform." Subscriber may elect to utilize one or more services provided by STOPit in conjunction with Subscriber's use of the STOPit Platform, as specified in the STOPit Services Rider and on an Order Form.

2. **Restrictions and Limitations.** Subscriber shall not, and shall not allow any third party, including any employee, contractor or User, to use the STOPit Platform for any purpose other than its intended purpose, without violating any applicable laws or regulations or the rights of any person, and, with respect to the Application, pursuant to STOPit's online Application Terms of Use. Subscriber agrees that: (i) unless specifically written in the STOPit Services Rider, the provision, operation and quality of certain services available via the Application ("Application Features") will be the sole and exclusive responsibility of Subscriber; (ii) unless specifically written in the STOPit Services Rider, STOPit will have no responsibility for the actual provision, operation, quality or response time of any such services provided by Subscriber via any Application Features; (iii) the ability to use certain Application Features will depend on various technical factors, such as the availability and quality of third party network services, which are not within STOPit's control and for which STOPit shall have no responsibility; (iv) unless specifically written in the STOPit Services Rider, STOPit will not review any of the reports generated by the Application or monitor Subscriber's use of STOPit ADMIN; (v) it is the sole responsibility of Subscriber to verify the accuracy and reliability of such reports, and Subscriber shall take timely, commercially reasonable and appropriate actions in response to the reports; (vi) STOPit owns all right, title and interest in and to the STOPit Platform and all related technology and content developed or generated by or for, or acquired by, STOPit.

3. **Fees and Payment.** Subscriber shall pay all fees, based on the number of Users, and other expenses (collectively, "Fees"), as specified in the Order Form, within 30 days from the date of STOPit's invoice. Subscriber will be charged all Fees regardless of whether or not a particular User chooses to use the Application. If Subscriber fails to pay any Fees when due, STOPit may suspend access to the STOPit Platform.

4. **Compliance with Laws, Privacy, Data and Confidentiality.** Each party represents and warrants that, in providing or making any use of the Service, it shall comply with all state, provincial and federal laws, regulations and rules that apply to it, including those regarding the transmission, collection, storage or protection of personal information and data via the Application, including, without limitation, the Student Online Personal Information Protection Act, AB1584, Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act. Upon termination or expiration of this Agreement, STOPit shall have the right to delete any identifiable data or personal information that may be residing on the STOPit Platform using the highest commercial measures to protect against its unauthorized access or use. Prior to STOPit's deletion of any such data or personal information, STOPit shall provide Subscriber with written notice of such deletion, and upon the written request of Subscriber, STOPit shall, to the extent allowed by law provide a full download of incident related data to Subscriber in a mutually agreed format. In no event shall STOPit delete any such data or personal information (i) that is required to be maintained by law; or (ii) until 60 days have passed since STOPit provided Subscriber with written notice of such deletion. STOPit shall have the right to maintain all organizational and incident metadata for use in statistical reporting and analysis, and to retain any data as may be required by law. Each party shall use reasonable care to safeguard the confidentiality of the other party's non-public information disclosed to it. STOPit's non-public information includes all information regarding the STOPit Platform and all financial terms. Subscriber acknowledges that STOPit is unable to guarantee absolute security of data or confidential information and that STOPit has no liability to Subscriber for any unauthorized access or use of such data or information by a third party, or the corruption, deletion, destruction or loss thereof.

5. Term and Termination. This Agreement commences on the Effective Date and, unless terminated as set forth herein, continues for such period as set forth in the Order Form. Except as otherwise written in the Order Form, this Agreement shall automatically renew for an additional term of one (1) year ("Renewal Term") at STOPit's then-current rates, unless either party gives the other party notice of non-renewal at least ninety (90) days prior to the end of the then current term. To the extent necessary, prior to the commencement of any Renewal Term the parties will amend an Order Form to reflect the new number of subscribers and corresponding fees for such Renewal Term. A party may terminate this Agreement for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. Subscriber may terminate this Agreement for convenience subject to 60 days prior written notice. However, subscriber acknowledges and agrees that the fees payable in consideration for subscribers' rights under this Agreement are deemed earned and will not be refundable.

6. Warranty Disclaimer. STOPit DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. STOPit DOES NOT WARRANT THAT THE STOPit PLATFORM WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. STOPit DOES NOT WARRANT THAT USE OF THE STOPit PLATFORM OR THE STOPit SERVICES WILL PREVENT OR END ANY PARTICULAR INCIDENT OF INAPPROPRIATE CONDUCT. UNLESS SPECIFICALLY WRITTEN IN THE STOPIT SERVICES AGREEMENT, IT IS SUBSCRIBER'S SOLE RESPONSIBILITY TO REVIEW ALL SUCH REPORTS, JUDGE THEIR ACCURACY AND TAKE ANY AND ALL APPROPRIATE ACTIONS.

7. Indemnification. Each party ("Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and its directors, officers, employees, agents, contractors and third party vendors (collectively, "Indemnified Parties"), from any loss, claim, liability, damage, judgment, award, cost or expense (including attorneys' fees) of any kind (collectively, "Losses") incurred or sustained by them in any action, suit, claim or proceeding of any kind brought by any person or entity (collectively, "Claims") related to or arising from any breach of the Indemnifying Party's obligations under this Agreement.

8. Limitation of Liability. IN NO EVENT SHALL STOPit, OR STOPit's DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE TO SUBSCRIBER OR USERS FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, EVEN IF STOPit HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL STOPit OR STOPit's DIRECTORS', OFFICERS' OR EMPLOYEES' LIABILITY TO SUBSCRIBER OR USERS EXCEED THE AMOUNT PAID BY SUBSCRIBER TO STOPit UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE CLAIM.

9. General Provisions. Except for obligations to make payments, neither party is responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its control. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification of this Agreement shall be effective unless set forth in a writing signed by the parties. This Agreement shall be governed by the laws of the State of New Jersey. Each party consents to exclusive jurisdiction of the state and federal courts located in Essex County, New Jersey and waives any right to a jury trial in connection with any claim related to this Agreement.

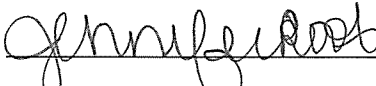
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

INSPIRIT GROUP, LLC d/b/a STOPit

By: _____

Name:

Title:

By:  _____

Name: Jennifer Root, Ed.D.

Title: Assistant, Superintendent, Business

STOPit SERVICES RIDER

1. **Subscription Agreement.** This Rider shall serve as a supplement and annexed to the STOPit Subscriber Agreement (the "Agreement") executed in connection herewith. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
2. **Use of STOPit Services.** Subscriber has agreed to utilize STOPit Services offered in conjunction with Subscriber's use of the STOPit Platform and specified on an Order Form. Subscriber understands and acknowledges the provision of such services may involve access to and / or generation of Subscriber's reports by STOPit personnel or trusted third parties under the direct supervision of STOPit.
3. **Fees and Payment.** Subscriber shall pay all fees for STOPit Services, as specified on an Order Form, on terms prescribed within the Agreement.
4. **Statement of Consent.** By utilizing STOPit Services, Subscriber expressly consents, on its own behalf and on behalf of its users, to STOPit's access to and use of reports and information conveyed independently or through the STOPit Platform. Subscriber acknowledges and understands that STOPit will act upon such reports in accordance with its specific policies and procedures as they exist from time to time, and Subscriber provided emergency response procedures which may be provided by Subscriber prior to commencement of the STOPit Services.



IMS CONTACT FORM

Primary Emergency Contact

Name: Brad Jackson
Title: Asst Supt, Human Resources
Phone 1: 714-520-5741
Phone 2: 714-999-0816
Email: jackson_b@auhsd.us

Secondary Emergency Contact

Name: Jennifer Root
Title: Asst Supt, Business
Phone 1: 562-374-5185
Phone 2: 714-999-3555
Email: root_j@auhsd.us

Law Enforcement Contact

Agency Name:
Phone:
Email:

Definition of an Emergency:

An Emergency is a report that reveals the potential for imminent threat to safety, imminent loss of life, imminent harm to the reporter or other third party, imminent sexual misconduct, a crime in progress, or other circumstance, in the judgement of the reviewer, that requires immediate action.

IMS Contact Procedure

1. IMS Agent determines the report is of an emergency nature
2. IMS Agent contacts the Primary Emergency Contact by phone & email
3. *(If Primary Contact is unavailable)* IMS Agent contacts the Secondary Emergency Contact by phone & email
4. IMS Agent asks if report should be escalated to Law Enforcement Contact by phone & email

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):

11th	day of	July	2019
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by and between

Linden Educational Services

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:

Linden, a Supplemental Educational Services (SES) provider, will offer International Student Recruitment and Student Services to help grow AUHSD enrollment, brand profile, and support services.

- **International Recruitment Consulting Services:**
 - International Admission Strategies and Guidance
 - Marketing and International Branding Advisement
 - Student Debrief Session / Brand Ambassadors Training
- **International Student Services:**
 - Orientation Program
 - Housing Program Advisement & Potential Setup
 - Alumni / Parent Association Development
- **International Student Recruitment:**
 - Linden will partner to counsel and recruit international students for AUHSD through our recruitment events, marketing channels, networks, and partnerships.
- **Familiarization Tour:** Linden will bring international Educational Consultants from around the world to AUHSD for one day as part of a greater FAM Tour. Visit will include:
 - Campus tours to 3 AUHSD Schools
 - Meeting with AUHSD Leadership Panel
 - Q&A with current AUHSD International Students and Leadership at AUHSD
 - Hotels and Transportation for Counseling Agents are provided by Linden
- **Full Participation in all Linden Fall 2019 Tours:** Linden will have 5 International Tours traveling to 10 countries and 12 cities to meet high-net-worth families interested in US Education and also respected Educational Consultants from each country. Events offered at each location are the following:
 - Counseling Agent Networking Events
 - Secondary School Recruitment Fairs
 - School Visits to International and Bilingual Schools
- **3 Custom Tours:** Linden will create a Custom Tour for AUHSD for a given global city location. Each Custom Tour consists of the following events:
 - 2 days of meetings and visits for 2 AUHSD staff members
 - 6 Educational Leaders and Consultant Visits
 - 1 Linden staff member accompanying 2 AUHSD staff for first Custom Tour for guidance
- **1 University Fair at AUHSD:** Complimentary if desired
 - Linden to bring premier universities from around the US to AUHSD to join existing Fair or a separate Fair.

Site/School:	All AUHSD High Schools	Funds (Cost Center):	General Funds
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2. List of Other Supportive Staff or Consultants:

<p>Linden: John A. Williamson, Executive Director at Linden Sung Chu, Director of Business Partnership and Strategic Development Bryant Kong, Director of Boarding School Operations Kevin Tolley, Coordinator of Events and Communications Victoria Brown, Coordinator of Global Initiatives AUHSD: Shanna Egans, Director of Student Support Services David Green, Program Administrator</p>
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3. Consultant shall commence providing services under this AGREEMENT on:

Date:	August 1, 2019
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and shall diligently perform as specified and complete performance by:

Date:	July 31, 2020
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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:

John A. Williamson

5. District shall pay Consultant the maximum amount of

\$93,630 + additional per unit costs, not to exceed \$3,000 for each student enrolled from any and all Linden Recruitment Activities.

for services rendered

to # of people:	5	# hours per day:	3-8	# of days:	Up to 365
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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:

Through this partnership, AUHSD will benefit in many ways:

- Create an International Brand recognition for AUHSD and its High Schools throughout many countries across the world.
- Increase student enrollment in AUHSD, supplement funding to the school district, and create globalized diverse school campuses throughout AUHSD.
- In coordination with the Pledge, develop AUHSD into a top destination for domestic and international families to send their children for study, by offering a truly globalized and future oriented district that will be the archetype of school districts.
- Create brand value for AUHSD as an innovator in Education

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

The services offered by Linden are comprehensive and has been developed through 37 years of leading the International Student Recruitment industry. The networks, services, partnerships, and knowledge are unparalleled in the industry and is why most US institutions turn to Linden to help in developing their International student populations.

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

N/A

**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):

- X **No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- X **No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- X **Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- X **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.
- X **Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- X **Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- X **Own Work Hours:** Consultant will establish work hours for the job.
- X **Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- X **Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- X **Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- X **No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- X **Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- X **Business Expenses:** Consultant is responsible for incidental or special business expenses.
- X **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.
- X **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) _____
- X **Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- X **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) _____
- X **Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- X **No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

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

CONSULTANT:	DISTRICT:
--------------------	------------------

Typed Name of consultant (same as page 1):

Linden Educational Services	Anaheim Union High School District
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Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

John A. Williamson	
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Authorized Signature:

Signature of Assistant Superintendent:

	
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Street Address:

Street Address:

1770 Orange Ave.	501 Crescent Way, P.O. Box 3520
------------------	---------------------------------

City, State, Zip Code

City, State, Zip Code

Costa Mesa, CA 92627	Anaheim, CA 92803-3520
----------------------	------------------------

Date:

Date:

June 23rd., 2019	
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Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	x LLC
Partnership:	
Other/Specify:	

Social Security Number*

or

Federal Identification Number*

	27-1712185
--	------------

*Or, initial below:



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

Telephone Number:

E-mail Address:

949 270 6046

linden@lindentours.com

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:	6/27/19
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EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

11th day of July 2019

by and between

Kamee Openshaw Jordan

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:

Kamee Openshaw Jordan is a licensed (California) marriage and family therapist. She will provide individual counseling, crisis intervention, human development, parent consultation, create and keep confidential student files according to mandates, student conflict mediation and resolution, assessments, and maintain a close working relationship with the Servite High School counseling department.

Site/School: Servite High School Funds (Cost Center): Title IV (3850)

2. List of Other Supportive Staff or Consultants:

No other support staff or consultants are required.

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

Date: August 1, 2019

and shall diligently perform as specified and complete performance by:

Date: May 30, 2020

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 determining the mental health demands of the school. A customized overall program as well as individual student programs will be created.

5. District shall pay Consultant the maximum amount of

\$12,000

for services rendered

to # of people:	Personal Counseling resource/support for student body of 800	# hours per day:	8	# of days:	3 days a week
-----------------	--	------------------	---	------------	---------------

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:

The consultant and Servite High School will assist individual student by building a safe environment where mutual understanding and trust are the foundation, increase personal awareness of self, improve personal coping skills by developing a plan of action, decrease personal fear and assist students in the development of personal emotional maturation. The overall goal is to help students cope with stress and anxiety as well as prevent depression.

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

Servite High School does not currently have the financial ability to hire a full time licensed marriage and family therapist.

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

Servite High School will provide the consultant with technical support, office space and will assist with any and all requests.

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

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

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

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

CONSULTANT:	DISTRICT:
-------------	-----------

Typed Name of consultant (same as page 1):

Kamee Openshaw Jordan	Anaheim Union High School District
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Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Licensed Marriage and family Therapist	Dr. Jaron Fried
--	-----------------

Authorized Signature:

Signature of Assistant Superintendent:

	
---	--

Street Address:

Street Address:

1135 Conkssa	501 N. Crescent Way, P.O. Box 3520
--------------	------------------------------------

City, State, Zip Code

City, State, Zip Code

Irvine, Ca, 92620	Anaheim, CA. 92803-3520
-------------------	-------------------------

Date:

Date:

6/7/19	
--------	--

Mark Appropriately:

Independent/Sole Proprietor:	<input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>
Partnership:	<input type="checkbox"/>
Other/Specify:	<input type="checkbox"/>


Social Security Number*

or

Federal Identification Number*

--	--

*Or, initial below:

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

Telephone Number:

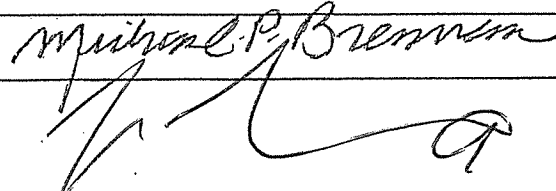
E-mail Address:

801-597-4305	KameeJordan@gmail.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	June 7, 2019
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TECHNOLOGY SERVICES AGREEMENT

This Agreement is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “District,” and Bloom Software, dba Thrively, hereinafter referred to as “Provider.”

The parties agree as follows:

1. Product to be provided by Provider. Provider shall provide district wide access to Thrively Pro Personalized Learning Platform. See Appendix A for the features supported by Thrively Platform.
2. Services to be provided by Provider. Provider shall provide 10 half-day scheduled professional development seminars for teachers through onsite visits, and also provide online support through FAQs, other informational materials, and email responses to inquiries. These items are hereinafter referred to as “Services”. See Appendix A for additional professional development requirement.
3. Term. Provider shall commence providing Services under this Agreement on **07/01/2019**, and will diligently perform as required and complete performance by **06/30/2020**.
4. Compensation. District agrees to pay the Provider for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \$75,000.00 per year.
5. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Provider to perform the Services hereunder, is relying upon the Provider’s reputation for excellence in the performance of the Services required hereunder. The Provider shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.
6. Representations and Warranties.

6.1 By Both Parties. Each party hereby represents and warrants to the other party that it will comply with all applicable laws in the performance of its obligations under this Agreement, and in particular applicable federal and state regulations regarding student records, student privacy, and the commercial use of student information, including the Family Educational Rights and Privacy Act (FERPA), Student Online Personal Information Protection Act (SOPIPA), AB 1584 (Ed. Code 49073.1) Pupil Data Privacy;

- a. No identification for students of their parent(s)/guardian(s) by persons other than representative of Provider and required persons performing activities mandated by the California Department of Education (i.e. auditors) is permitted.
- b. The individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained.

- c. No Access to individual student data will be granted by Provider to any other person, persons, agency or organization without the written consent of the pupil's parent/ guardian, except for sharing with to the persons within the District or representatives of Provider, so long as those persons have a legitimate interest in the information.

6.2 By Provider. Provider further represents and warrants that District's and District Users' access to and use of the Provider Software as described in this Agreement will not infringe any third party copyright.

- 7. Assignment. The obligations of the Provider pursuant to this Agreement shall not be assigned by the Provider.
- 8. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- 9. Nondiscrimination. Provider agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.
- 10. Non Waiver. The failure of District or Provider to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

Provider:
Thrively
3900 W Alameda Ave, Suite 1200
Burbank, CA 91505

- 12. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will

nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

13. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

14. Counterparts. This Agreement may be signed and delivered in two 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, and the Agreement shall not be binding on any party until all Parties have signed it.

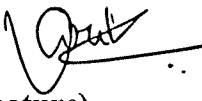
15. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

16. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles County, California. This Agreement is made in and shall be performed in Los Angeles County, California.

This Agreement is entered into this 12th day of June, 2019.

ANAHEIM UNION HIGH SCHOOL DISTRICT BLOOM SOFTWARE, dba THRIVELY

By:
(Signature)

By: 
(Signature)

Dr. Jaron Fried
Assistant Superintendent, Education

Girish Venkat
Founder and CEO

Taxpayer Identification Number:
46-2938115

Appendix A

Product to be provided by Provider

Thrively Pro Personalized Learning Platform features include:

- Strength Assessment designed by leading pediatric neuropsychologists
- Inspiring Strengths Profile Report which empowers students with knowledge about what makes them unique
- Career Exploration Pathway videos which connect to the world of work, driven by a student's identified strengths and aspirations
- Skill Building with rich library of all lessons and courses to build skills in SEL, 4C's, and more
- Goal Setting and Tracking with our Personalized Digital Portfolio for each student to set goals and track growth
- PBL and Deeper Learning with our highly-collaborative Project Tool to support project-based learning, capstone projects, and experiential learning
- Dashboard and Data for teachers, school and district staff to assess and direct the progress of students and groups of students, and provide feedback on student activities as they are completed.

Services to be provided by Provider

- Professional Development: 10 half-day scheduled PD sessions in a school year
- Technical support: Access to our personalized learning coaches to customize Thrively classroom experience
- FAQ: Access to our detailed FAQ area and online resources

Integration to be provided by Provider

- Technical Support Documentation and access to our technical support team to integrate into Schoology
- sFTP support for student and teacher rosters sync up
- Google single-sign on support

Additional Professional Development

If individual schools or divisions require additional PD support outside of this agreement (that is 10 half-day sessions), those schools or divisions will be charged separately at the following rate.

- Online Professional Development: \$500 for a 2-hour session
- Onsite Professional Development: \$1000 for a 2-hour session



MEMORANDUM OF UNDERSTANDING

Agreement #18_19_Anaheim UHSD

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education**, hereinafter referred to as "SCOE," and Anaheim UHSD, an **Action Civics Participating District**, hereinafter referred to as "District."

The purpose of this MOU is to detail the roles and responsibilities of SCOE and the District with regard to receiving a Census 2020 Support School Grant. Once signed by both parties this MOU is in effect from through June 30, 2019.

A. SCOE agrees to:

1. Provide a primary contact person and service provider(s) for all work under this MOU.

MOU Contact:
Frank Pisi
(916) 228-2239
fpisi@scoe.net

Services provided by:
Frank Pisi
(916) 228-2239
fpisi@scoe.net

2. Provide funds to the District for grants to schools listed below in B(2)(a)
3. Provide virtual coaching and assistance to Census 2020 Pilot teacher(s).

B. The DISTRICT agrees to:

1. Refrain from taking administrative costs (including indirect costs) from the School Grant;
2. Pass the School Grant through to the School Site(s) named below in a timely manner to facilitate the effective and efficient use of grant funds to support activities around Census 2020:
 - a. South Junior High School - \$1,500
3. Invoice SCOE in the amount of \$1,500 no later than June 30, 2019;

C. General Terms

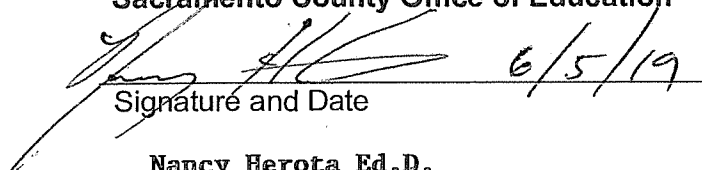
1. Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed. This provision will survive the termination of the MOU.

2. Audit. SCOE or its agent shall have the right to review and to copy any records and supporting documents pertaining to the performance of this MOU. District agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated. District also agrees to be financially responsible for any audit exceptions that arise related to its performance under this MOU.
3. Independent Agents. This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
4. Nondiscrimination. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
5. Insurance. All parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.
6. Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.
7. Execution. The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

**Nancy Herota Ed.D.,
Assistant Superintendent, Educational
Services
Sacramento County Office of Education**

**Participating District Superintendent
(or authorized executive)**


Signature and Date

Nancy Herota Ed.D.
Printed Name

Signature and Date

Dr. Jaron Fried
Printed Name

7/12/19

Anaheim Union

High School District

Memorandum of Understanding

July 11, 2019

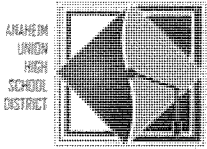


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Objectives

AUHSD Objectives:

The Anaheim Union School District is seeking to improve high school student access to pre-screened internship and volunteering opportunities, thereby encouraging the development of fulfilling, resume-building experiences. Increasing student demand for work-based learning opportunities, along with the ever-increasing level of competition among high school students applying to four-year college programs, has led to the pursuit of technological services that will positively impact admission rates and overall college readiness.

Building BLOC Objectives:

Building BLOC will support, free of charge, the AUHSD and the College & Career Specialists by sourcing internship and volunteer opportunities for high school students to access via a web-based, centralized platform.

Building BLOC will support the AUHSD and the College & Career Specialists by:

- 1) Bringing awareness to externally-sourced internship and volunteer opportunities that the high school students will be eligible to apply for
- 2) Ensuring that internally-sourced internship and volunteer opportunities are hosted on the web-based platform and accessible to the high school students
- 3) Providing ongoing management of opportunities, which includes the removal of expired opportunities
- 4) Conceptualizing ways to improve the functionality and usability of the web-based platform to better meet the needs of the students

Focus Areas:

The primary goal of this agreement is to maximize the number of high school student applications to safe and fulfilling service-learning and work-based learning experiences. Specifically, with application deadlines approaching soon, students need to have reliable, 24/7 access to pre-approved opportunities for summer internship options. A successful implementation will include the addition of the GetOppti.org webpage link on high school

opportunity websites, with an initial email notification being sent to all high school students to inform them about GetOppti.org.

Out-of-Scope:

Building BLOC and its staff will not be replacing College & Career Specialists, and will not be advising students during the application process. Building BLOC will focus solely on the four (4) objectives above, with any subsequent strategic advisory or support subject to an agreement resulting from further discussion.

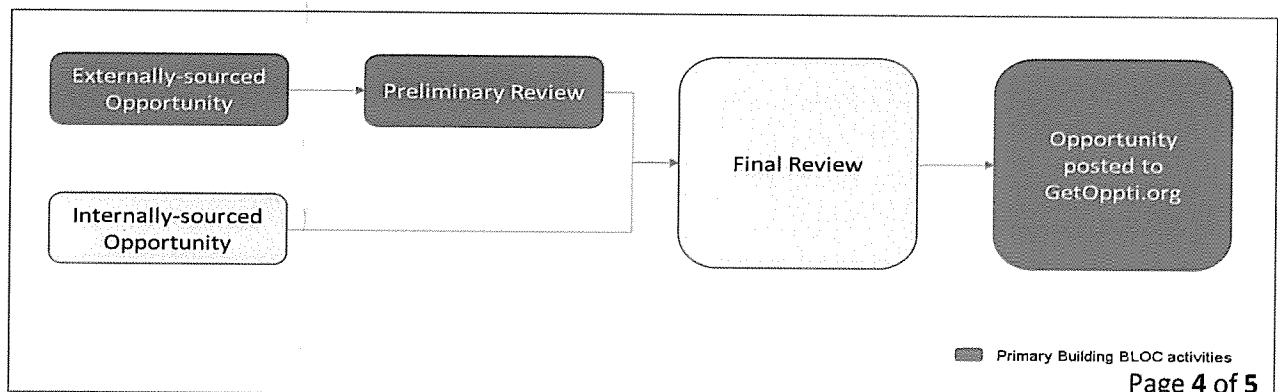
Approach and Key Activities

Methodology, Roles, and Responsibilities:

As a 501(c)(3) non-profit organization, Building BLOC works with local communities to foster close-knit and supportive networks for career development, leadership, and service. The Building BLOC team will be led by Directors Weston K. Seid and Khiry Kemp, meaning that additional Building BLOC staff may be supporting specific activities related to the four (4) objectives outlined above. Building BLOC will continue to develop and utilize relationships with established organizations to curate internship and volunteer opportunities, while working with the College & Career Specialists or the designated district staff member(s) who will perform the final validation of opportunities prior to student viewership. Building BLOC will utilize its license to operate the GetOppti.org directory for high school student opportunities. Students will sign in and submit basic profile information to access the opportunity directory.

Process:

Externally-sourced opportunities, procured through Building BLOC's business relationships and related services, will be reviewed by Building BLOC staff, with the final review process to be determined by the AUHSD and the College & Career Specialists. When new opportunities meet criteria, they will be uploaded to the GetOppti.org web page and become accessible to all registered students.



Dependencies:

For this agreement to be successful in maximizing value for the high school students, the district-designated point(s) of contact and the Building BLOC staff should work together and use established communication channels to exchange information as needed. This communication is essential because it allows for timely updates to be made, and functional/technical requests to be discussed.

Privacy and Data Security Compliance

Under no circumstance will Building BLOC sell student information to a third party. Building BLOC shall ensure that all staff and related contractors with authorization to access student information obtained via GetOppti.org sign a confidentiality and data protection agreement. Building BLOC shall comply with all applicable laws, including maintaining student information in a secure manner by applying appropriate technical, physical, and administrative safeguards to properly protect the student information once obtained. Requested data fields for students to populate include "First and Last Name," "Grade Level," "GPA," "Date of Birth," "Primary and School Email," and "Phone Number." This data will be used for two purposes: (1) to validate student users, and (2) to allow for pre-filtered opportunity results as technical capabilities of the website develops.

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

School:	Cypress High School	Date of Application:	3/5/19
----------------	---------------------	-----------------------------	--------

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:

Fellowship Club

Purpose of the group (Please describe thoroughly):

To build fellowship within the student body to have a stronger bond in the Body of Christ. Talk about God and the Christian religion.

Frequency of group meetings:

Weekly

Proposed meeting day, time and location:

Day:	Wednesday	Time:	Lunch	Location:	Room 404
------	-----------	-------	-------	-----------	----------

Applicant's Signature:	<i>Joshua Kyle Sanders</i>	Date:	3-5-19
Printed Name:	Joshua Kyle Sanders		

Advisor's Signature:	<i>Susan Metry</i>	Date:	5/13/19
Printed Name:	Susan Metry		

Principal's Signature:	<i>Daniel Klatzker</i>	Date:	5/13/19
Printed Name:	Daniel Klatzker		

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

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	6/7/19
---------------------------------------	--------------------	-------	--------

Following approval, the completed application will be returned to the school principal.

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

School:	Cypress High School	Date of Application:	08 May 2019
----------------	---------------------	-----------------------------	-------------

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:

Food Science Club

Purpose of the group (Please describe thoroughly):


The purpose of the "Food Science Club" is to educate students about how food impacts our mental and physical health. In addition, students will discover new food substitutes that will benefit people as well as the environment.
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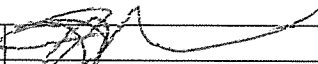
Frequency of group meetings:

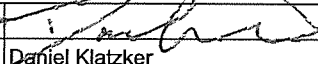
Every Wednesday

Proposed meeting day, time and location:

Day:	Wednesday	Time:	12:15-12:39	Location:	Room 319
-------------	-----------	--------------	-------------	------------------	----------

Applicant's Signature:		Date:	08 May 2019
Printed Name:	Kavya Pillai		

Advisor's Signature:		Date:	5/14/19
Printed Name:	Julianne Nielsen		

Principal's Signature:		Date:	5/14/19
Printed Name:	Daniel Klatzker		

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

Assistant Superintendent's Signature:		Date:	6/7/19
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Following approval, the completed application will be returned to the school principal.

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

School:	Cypress High School	Date of Application:	3/28/19
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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:

Girl Up

Purpose of the group (Please describe thoroughly):


To promote leadership, health, and education to girls while empowering them. Our focus will be on girls interested in STEM careers.

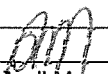
Frequency of group meetings:


Weekly

Proposed meeting day, time and location:

Day:	Tuesday	Time:	Lunch	Location:	Room 103
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Applicant's Signature:		Date:	3/28/19
Printed Name:	Eunice Lee		

Advisor's Signature:		Date:	4/18/19
Printed Name:	April Monera		

Principal's Signature:		Date:	4/18/19
Printed Name:	Mr. Daniel Klatzker		

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

Assistant Superintendent's Signature:		Date:	6/7/19
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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**

School:	<u>Gilbert High School</u>	Date of Application:	<u>4/19/19</u>
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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:

<u>Victory Bible Club</u>

Purpose of the group (Please describe thoroughly):

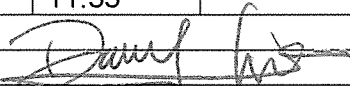
<u>This club's purpose is to reach and influence the lives of Gilbert/Polaris students, emphasizing the teaching of a personal relationship with God and encouraging students in handling the difficulties and stresses of life.</u>
--

Frequency of group meetings:

<u>Once per week</u>

Proposed meeting day, time and location:


Day:	<u>Friday</u>	Time:	<u>11:25-11:55</u>	Location:	<u>Room 38</u>
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Applicant's Signature:		Date:	<u>4/19/19</u>
Printed Name:	<u>Daniel Cho</u>		

Advisor's Signature:		Date:	<u>4/19/19</u>
Printed Name:	<u>Brenda Fagan</u>		

Principal's Signature:		Date:	<u>4/19/19</u>
Printed Name:	<u>Nancy Malotte</u>		

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

Assistant Superintendent's Signature:		Date:	<u>4/17/19</u>
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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

EXHIBIT G

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS (DOUBLE CLICK SHADED BOXES)

Name of Organization: Technology Student Association		School: John F. Kennedy High School	
Name(s) of student(s) making application: Laura Mercado			
Staff Sponsor(s): Mr. Park			
List purposes, objectives, and activities of organization (attach copy of Constitution and By-Laws) The objective of this organization is to give opportunities to students who are looking to further their education in STEAM.			
Proposed meetings:			
Day(s): Monday/Thursday	Time(s): 12:05 – 12:30	Location: John F. Kennedy	
Special equipment? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – Describe: There may be, special equipment needed depending on the events students choose to compete in at the state or national conference. The special equipment that may be needed include examples like, plywood, figure printing kits, and engineering paper.			
Qualifications for membership, if any: The qualifications to be a member in T.S.A. are to be affiliated with national T.S.A. which has a fee generally around fifty dollars depending on how many people join our club/chapter and what membership plan we decide to choose.			
How are officers elected?		Term?	
For an officer to be elected they must be voted in the position they chose to run for. They are voted by other T.S.A. members in the same club/chapter.		A term is a year.	
State relationship to curriculum and/or instructional program of the district, and describe how the organization will serve as an extension of or adjunct to the curriculum. Include specific reference to the courses of study, classes, or programs which the organization is intended to supplement; the instructional materials or learning resources which will be used; the skills, concepts, or attitudes which are planned to be developed; and the evaluation techniques which will be used to assess whether or not the objectives have been achieved: This organization will serve as an extension to curriculum taught in schools, by this club giving students the opportunity to increase their knowledge on STEAM careers and classes. In this organization students will learn the skills to be innovated, to improve leadership, and more. Students will be able to use the national T.S.A. website as an instructional material to prepare for any competitions.			
Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization: The function of the staff advisor is to provide students with deadlines, news about any new events /competitions and as a chaperone at state and national level competitions.			
Will this organization be raising funds for any purpose? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – Describe how funds will be raised and for what purpose: Funds will be raised by outside sponsors and fund raisers held by T.S.A. In addition to applying for the champion fund that National T.S.A. gives to first year clubs.			
The undersigned agree to comply with all applicable district policies, school guidelines, and rules, as adopted and amended:			
Signature of student making application:			
Printed name of student making application:		Laura Mercado	
Signature of faculty sponsor:			

Printed name of faculty sponsor:
Andrew Park

Andrew Park

Faculty sponsor: I have reviewed this application and
 the application is complete the Constitution/By-Laws are attached
 the application is not complete (explain):

Signature of School Principal: *[Signature]* Regina Zurbano Date: 05/22/2019

Signature of Assistant Superintendent of Education: *[Signature]* Date: 5/18/19

Education Office Use Only:
Board of Trustees action: Approved Denied Date:

Submit completed form to the Assistant Superintendent of Education (mail location #16).

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

EXHIBIT R

School:	Dale Junior High	Date of Application:	May 7, 2019
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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:

E-Sports Club

Purpose of the group (Please describe thoroughly):

The purpose of an E-sports club is to encourage students to explore careers in STEM and learn 21 st century skills by exposing them to the different elements involved in the games they play. In the E-Sports club, students are not just playing video games, they are communicating and sharing thoughts, ideas, questions and solutions. They are collaborating and working together to reach a goal. They are using their critical thinking skills and looking at problems in a new way. They are also using their creativity skills by trying new approaches to getting things done and showing compassion or kindness towards each other. In the E-Sports club, our goal is to help more students thrive, gain a passion for STEM-related careers, and grow into great, productive members of our society.

Frequency of group meetings:

Three times per week

Proposed meeting day, time and location:

Day:	M, W, Th	Time:	2:30PM	Location:	TBD
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Applicant's Signature:	<i>Joaquin Maldonado</i>	Date:	5/7/19
Printed Name:	Joaquin Maldonado		

Advisor's Signature:	<i>Cody Azevedo</i>	Date:	5/7/19
Printed Name:	Cody Azevedo		

Principal's Signature:	<i>Lorena Moreno</i>	Date:	5/7/19
Printed Name:	Lorena Moreno		

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

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	6/7/19
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Following approval, the completed application will be returned to the school principal.

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

School:	Lexington JHS	Date of Application:	05/22/2019
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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:

Lexington FBLA

Purpose of the group (Please describe thoroughly):

FBLA or Future Business Leaders of American is a national student organization with thousands of chapters across the country. Recently, the chapter at Cypress high school has gone on a variety of events to compete in business and economics related events throughout the state. FBLA works to prepare student entrepreneurs for their future careers in business related fields such as accounting, management, marketing, economics, finance, etc through workshops and weekly meetings. Cypress high is extending its program to meet Lexington students on their campus so that they too can be involved in FBLA events and programs.

Frequency of group meetings:

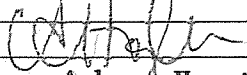
Once a Week

Proposed meeting day, time and location:

Day:	Tuesday	Time:	2:30pm-3:00pm	Location:	Lexington, Business Tech room- Licata
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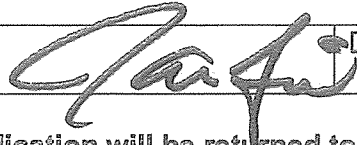
Applicant's Signature:		Date:	05/14/2019
Printed Name:	Krish Singhi		

Advisor's Signature:		Date:	5/22/19
Printed Name:	James Licata		

Principal's Signature:		Date:	6/3/19
Printed Name:	Amber Houston		

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

Assistant Superintendent's
Signature:



Date:

6/20/19

Following approval, the completed application will be returned to the school principal.

PROFESSIONAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement ("The Agreement"), executed in duplicate with each party receiving an executed original, is entered into on the twelfth day of July, 2019, by and between the undersigned clients, Anaheim Union High School District (hereafter referred to as "CLIENT") and The Sobel Group, Inc. (hereafter referred to as "TSG").

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


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

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

WHEREAS such services are needed on a limited basis


NOW, THEREFORE, the parties hereto agree as follows:

2. SERVICES TO BE PROVIDED. The services to be provided by TSG to CLIENT are as follows: TSG will consult with CLIENT, the local police department, and the local fire department, and provide advice regarding the preparation of the portion of the CLIENT's school safety plan for Walker Junior High School that includes tactical responses to criminal incidents. As part of the service, TSG will consult with CLIENT and school specific personnel to develop a visual map of the tactical response plan as one of the steps used to safeguard pupils and staff, secure the affected school premises, and to apprehend the criminal perpetrator or perpetrators. Several on-site school visits will be conducted to collect site specific information and digital imagery. After all data is collected, TSG will prepare a report and provide an electronic copy to the CLIENT. CLIENT hereby authorizes

CLIENT Initial: _____
TSG Initial: 

TSG to do whatever TSG deems advisable in this matter, including (without limitation thereto); to hire additional consultants, experts and other services on CLIENT'S behalf, at CLIENT'S cost pursuant to paragraph number 4 below. If CLIENT desires that TSG provide any services not covered by this Agreement, a separate written agreement between TSG and CLIENT will be required. TSG will establish work hours for the services and TSG may work for other clients simultaneously, unless otherwise noted. TSG will determine the order or sequence of steps in performance of work.

3. **RESPONSIBILITIES OF TSG AND CLIENT.** TSG will perform the services called for under this Agreement as an independent contractor and not as an employee of the CLIENT, keep CLIENT informed of progress and developments, and respond promptly to CLIENT'S inquiries and communications. CLIENT further agrees to abide by this Agreement, to make payment on invoices in a timely manner as set forth herein, and to cooperate and require any employees of CLIENT to cooperate with TSG in any activities undertaken on the CLIENT's behalf. CLIENT agrees to prepare and furnish current up-to-date site plans, floor plans, and as-built diagrams, utility shut-off locations, and any available aerial photographs of the school site. CLIENT agrees to grant TSG unrestricted access to the school during non-school hours on pre-arranged dates and times. TSG will furnish all tools and equipment needed for the job. TSG will diligently perform the specified services and estimates the services will be completed within ninety (90) one hundred twenty days from the date of the first site visit.
4. **COST.** CLIENT shall pay TSG a fee of TWENTY THOUSAND DOLLARS (\$20,000) for services rendered. The total amount billed by TSG will not exceed TWENTY THOUSAND DOLLARS (\$20,000).

CLIENT Initial: _____
TSG Initial: 

5. **STATEMENTS AND PAYMENTS.** TSG will send CLIENT monthly invoices as work is completed. CLIENT agrees to make payment in full of TSG's invoices within thirty (30) days of receipt.

6. **LATE CHARGES.** If the entire balance shown due on any statement is not paid within 30 days from the statement date, a late charge equal to 1.5% of the outstanding balance will be assessed to CLIENT'S account.

7. **NO DISCHARGE OF DEBT.** CLIENT specifically acknowledges and agrees that any dollar amounts owed to TSG for fees and/or costs incurred by TSG on CLIENT'S behalf as set forth herein shall create a payment obligation on the part of CLIENT that shall not be discharged by CLIENT in any bankruptcy or other action instituted by CLIENT, or any of them, or otherwise. In the case of any petition in bankruptcy or similar action by CLIENT, CLIENT agrees to promptly execute a Reaffirmation Agreement on behalf of TSG, reaffirming CLIENT'S payment obligation to TSG and CLIENT'S agreement to pay same, as set forth herein.

8. **ARBITRATION.** CLIENT and TSG agree to have any and all disputes (except where CLIENT may request Arbitration of a fee dispute) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the services provided by TSG to CLIENT, decided only by binding arbitration in accordance with the provisions of the California Code of Civil Procedure Section 1280, *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. TSG and CLIENT shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Any party initiating court

CLIENT Initial: _____
TSG Initial:

action without first requesting arbitration as set forth herein expressly waives any claim to attorneys' fees and costs they may have otherwise been entitled to.

9. **ENFORCEMENT EXPENSES.** Should it be necessary to institute legal proceedings for the enforcement of this Agreement, the prevailing party in any such proceeding shall be entitled to recover all court costs and reasonable attorney's fees incurred in prosecuting or defending said action.

10. **RESPONSIBILITY FOR DATA.** CLIENT shall at all times be solely responsible for ensuring that all site specific data remains accurate, complete, and current. CLIENT may engage TSG for additional consulting services to make updates related to any changes to the site specified in this Agreement. TSG and CLIENT agree not to disclose any information related to tactical responses to criminal incidents to unauthorized recipients. "Information" includes but is not limited to reports, diagrams, photographs, digital images, and descriptions.

11. **INSURANCE AND APPLICABLE LAWS.** TSG will provide insurance as follows:

- a. Commercial General liability insurance for bodily injury and property damage, written on an occurrence form, in the combined single limit of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- b. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

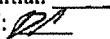
CLIENT Initial: _____
TSG Initial: 

- c. Professional liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- d. Automobile liability insurance with limits as required by the State of California
- e. Workers' Compensation insurance with limits as required by the Labor Code ..of the State of California and Employers Liability insurance limits of \$1,000,000 per incident.
- f. An Additional Insured Endorsement is required to accompany Certificate of Insurance, specifically naming Anaheim Union High School District as Additional Insured with respects to the insured's General Liability policy as "Anaheim Union High School District is named as additionally insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." The Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

TSG and it's employees shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

12. INDEMNIFICATION. TSG agrees to and shall hold harmless and indemnify CLIENT, 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 TSG or any person, firm, or corporation employed by TSG upon or in connection with the services called for in this AGREEMENT except for liability for damaged referred to above which result from the sole negligence or willful misconduct of CLIENT, its officers, employees, or agents.

CLIENT Initial: _____
TSG Initial: 

b. Any injury or death to persons or damage to property, sustained by any persons, firm, or corporation, including the CLIENT, 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 CLIENT, its officers, employees, or agents.

TSG, at TSG's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the CLIENT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgement/lawsuit reimbursement that may be rendered against the CLIENT, its officers, agents, or employees in any actions, suit, or other proceedings unless such actions, suits, or other proceedings result from the sole negligence or willful misconduct of the CLIENT, its officers, employees, or agents.

13. ASSIGNMENT. This AGREEMENT is not assignable without written consent of the parties hereto.

14. COMPLETE AGREEMENT. This Agreement constitutes the entire agreement pertaining to the subject of the services TSG will be performing and the compensation for such services. Any modification of this Agreement shall be made in writing and signed by all Parties hereto. It is expressly understood and agreed by the Parties that should any provision or portion of this Agreement be held invalid, illegal, or void, the remainder of this Agreement shall nevertheless continue in full force and effect. Either party may terminate this Agreement at any time upon written notice to the other.

CLIENT Initial: _____
TSG Initial: *DL*

15. FINGERPRINT CERTIFICATION. TSG must execute a Certification by Contractor, Criminal Records Check school district form prior to the performance of any work.

16. DRUG, ALCOHOL, AND TOBACCO FREE WORKPLACE. TSG hereby certifies, under penalty of perjury, under the laws of the State of California that under the agreement it will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.). Therefore, the work site shall be kept drug and alcohol free at all times.

TSG hereby agrees, under the agreement, it will comply with the Anaheim Union School District Board of Education's Policy which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a health environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

17. NOTICES. Any notices required under this Agreement shall be in writing and shall be deemed to have been duly served if delivered in person to CLIENT or, if delivered at or sent by registered or certified mail, to the last known business or home address of CLIENT.

18. GOVERNING LAW. The laws of the State of California shall govern the construction and interpretation of this Agreement.

19. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date first written above.

CLIENT Initial: _____
TSG Initial: BE

CLIENT HAS READ AND UNDERSTANDS THE FOREGOING, AGREES TO
ALL OF ITS TERMS AND CONDITIONS, AND HAS RECEIVED AN EXECUTED
COPY THEREOF.

The Sobel Group, Inc.

By: 

Anaheim Union High School District

By: _____

Print Name/Title of Authorized Signatory:

David Sobel/President

P.O. Box 462637

Escondido, CA 92046

Print Name/Title of Authorized Signatory:

Jennifer Root, Ed.D., Assist. Supt., Business

501 Crescent Way

Anaheim, CA 92803

Dated: 06/27/2019

Dated: _____



AMTEC

American Municipal Tax-Exempt Compliance

EXHIBIT U

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

June 18, 2019

Ms. Jennifer Root
Assistant Superintendent
Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92801

Re: Arbitrage Rebate Computation Proposal for the \$83,000,000 Anaheim Union High School District, (Orange County, California) General Obligation Bonds, Election of 2014, Series 2018

Dear Ms. Root:

With your authorization, we would like to begin our computations for the above-referenced Anaheim Union High School District (the "District") Series 2018 bond issue (the "Bonds").

We propose a guaranteed rebate computation fee of \$600 per year, which provides service from April 19, 2018, the date of the closing, through April 18, 2023, the end of the 5th Bond Year and Computation Date. Our fees are payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

Report Date	Type of Report	Period Covered	Fee
April 30, 2019	Report and Opinion	Closing – April 30, 2019	\$ 600
April 30, 2020	Report and Opinion	Closing – April 30, 2020	600
April 30, 2021	Report and Opinion	Closing – April 30, 2021	600
April 30, 2022	Report and Opinion	Closing – April 30, 2022	600
April 18, 2023	Report and Opinion	Closing – April 18, 2023	600
Total			\$3,000

AMTEC's Scope of Services

Our engagement includes, but is not limited to, the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through the required reporting date of the Bonds;
- Calculation of the bond yield. Yield calculations performed prior to the closing often do not contain all requisite figures, resulting in inaccurate calculations for rebate purposes. This effort certifies we are presenting accurate information and enables us to issue our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;

- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you and your auditors and provide our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on July 12, 2019.

Anaheim Union High School District

Consultant: American Municipal Tax-Exempt
Compliance Corporation



By: _____
Jennifer Root, Ed.D.
Assistant Superintendent, Business

By: _____
David G. Mancuso, CPA, MBA
Vice President



AMTEC

American Municipal Tax-Exempt Compliance

EXHIBIT V

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

June 18, 2019

Ms. Jennifer Root
Assistant Superintendent
Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92801

Re: Arbitrage Rebate Computation Proposal for the \$34,595,000 Anaheim Union High School District, (Orange County, California), 2017 Certificates of Participation

Dear Ms. Root:

With your authorization, we would like to begin our computations for the above-referenced Anaheim Union High School District (the "District") 2017 Certificates of Participation (the "Bonds").

We propose a guaranteed rebate computation fee of \$500 per year, which provides service from February 2, 2017, the date of the closing, through February 1, 2022, the end of the 5th Bond Year and Computation Date. Our fees are payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

Report Date	Type of Report	Period Covered	Fee
May 31, 2019	Report and Opinion	Closing – May 31, 2019 *	\$1,000
January 31, 2020	Report and Opinion	Closing – January 31, 2020	500
January 31, 2021	Report and Opinion	Closing – January 31, 2021	500
February 1, 2022	Report and Opinion	Closing – February 1, 2022	500
Total			\$2,500

* 2 year catchup report to bring rebate calculations current.

AMTEC's Scope of Services

Our engagement includes, but is not limited to, the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through the required reporting date of the Bonds;
- Calculation of the bond yield. Yield calculations performed prior to the closing often do not contain all requisite figures, resulting in inaccurate calculations for rebate purposes. This effort certifies we are presenting accurate information and enables us to issue our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;

- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you and your auditors and provide our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on July 12, 2019.


Anaheim Union High School District

Consultant: American Municipal Tax-Exempt
Compliance Corporation



By: _____
Jennifer Root, Ed.D.
Assistant Superintendent, Business

By: _____
David G. Mancuso, CPA, MBA
Vice President

Check Appropriate Box Below	
We did not change this sample:	
We changed this sample and highlighted our changes:	

Return a signed copy through one of the following methods:

- Upload to CNIPS in "Checklist Items"
- Fax to: 916-445-5731
- Postal mail to:

School Nutrition Programs Unit
County Analyst
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95816

INTERAGENCY AGREEMENT

This Interagency Agreement between the parties named below authorizes the school food authority (SFA) to claim reimbursement in the Child Nutrition Information and Payment System (CNIPS) for meals it serves to students enrolled in the recipient school or agency. Both parties agree that the recipient school or agency is listed as a site under the administering SFA's Permanent Single Agreement (PSA) with the California Department of Education (CDE) Nutrition Services Division (NSD) to operate the federal child nutrition programs.

Name of SFA:		
Anaheim Union High School District		
CNIPS ID: 02063	Vendor Number: 664300	
Name of Recipient School/Agency:		
Orange County Department of Education		
CNIPS ID (if applicable):	Vendor Number (if applicable):	
If the Recipient School/Agency was previously operating under the Permanent Single Agreement of another SFA, identify the full name of that SFA below.		
SFA:	CNIPS ID:	Vendor Number:

This Agreement begins on August 8, 2019 and ends on June 30, 2020.

This Interagency Agreement (hereinafter referred to as **Agreement**) executed in duplicate and entered into on July 11, 2019 between the **School Nutrition Program Sponsor**, hereinafter referred to as the **SFA**, and the **Recipient School District or Agency**, hereinafter referred to as **Recipient**, is created for the purpose of providing (check all that apply):

- Lunches served under the:
 - National School Lunch Program
 - Seamless Summer Feeding Option
 - Child and Adult Care Food Program
 - Summer Food Service Program

- Breakfasts served under the:
 - School Breakfast Program
 - Seamless Summer Feeding Option
 - Child and Adult Care Food Program
 - Summer Food Service Program
- Snacks served under the:
 - National School Lunch Program
 - Child and Adult Care Food Program
- Suppers served under the Child and Adult Care Food Program

Both parties hereby agree that:

1. If at any time the **Recipient** no longer meets the eligibility requirements to participate in the federal child nutrition programs (CNP), they will immediately notify the **SFA** and the **SFA** will drop the **Recipient** from participation under its PSA.
2. The **SFA** will represent the **Recipient** as the CNP sponsor and will claim reimbursement from the CDE for all meals served to children enrolled in the **Recipient's** meal program(s). The **SFA** will only claim reimbursement for complete meals served to students, according to each child's eligibility category, at the rate of one breakfast, lunch per child per day.
3. Once approved by the CDE, **the term of this Agreement is one (1) year** as indicated on the cover page. Either party may terminate this Agreement for cause with 10 days' written notice. The **SFA** will provide a written notice of termination to the CDE NSD.
4. The **SFA** will conduct the free and reduced-price meal application process, including the distribution, review, and approval of applications for sites belonging to the **Recipient**. The **SFA** will create and update the eligibility roster and provide current lists of students and their eligibility category to the **Recipient** as soon as possible after changes occur. Students who are not categorically approved to receive Free or Reduced Price Meals shall pay: \$3.00 for a full price lunch. There is no co-payment for Reduced Price lunches. All AESD schools are on Provision 2 at breakfast only and therefore, students are not required to pay for their meals. At the end of each month, the **SFA** will provide the **Recipient** with a report listing students who have a negative balance. If said balances have not been paid at the end of the school year, the **Recipient** shall pay the **SFA** for all unpaid balances. The **SFA** will provide the **Recipient** with a year-end report listing the total amount due for each student.

5. The **SFA** will perform the point-of-service meal counts; the SFA will ultimately be responsible for meal counts and claiming accountability.
6. The **SFA** will perform the required daily and monthly meal count edit checks.
7. The **SFA** will conduct the annual Verification process, as well as perform any necessary eligibility verifications for cause, and will notify the **Recipient** of its findings and any needed changes.
8. The **SFA** will assume responsibility for any overclaims identified during a review or audit, and reimburse the CDE accordingly.
9. The **SFA** will obtain CDE approval for this Agreement and then include all participating **Recipient** sites in its PSA with the CDE.
10. The **SFA** will provide meals that comply with the nutrition standards established by the U.S. Department of Agriculture (USDA).
11. The **SFA** will prepare meals in the AUHSD District Food Center kitchen located at 501 N. Crescent Way, Anaheim, CA. This preparation site will maintain the appropriate state and local health certifications for the facility.
12. The **Recipient** will notify the **SFA** of the number of meals needed no later than 10am, two days prior to service. The SFA will only provide meals on AESD school days only as indicated on the official school calendar.
13. The Recipient will notify the AESD and SFA of the names, ID #, birthdate, address (or in the format required by AESD) of all students at least 3 days in advance of the first meal.
14. The **SFA** will provide all equipment necessary to prepare meals.
15. The **SFA** will provide all equipment necessary to transport meals and snacks to the **Recipient**.
16. Prepared meals will be available for transport or pickup no later than:

Breakfast: 7:25am – 8:00am

Lunch: 11:30am – 12:15pm
17. The **SFA** will store all food, including USDA Foods.
18. Both parties will be responsible for maintaining the proper temperature of the meals until they are served by the recipient.

19. The **SFA** will provide the necessary trays, dishes, utensils, straws, and napkins.
20. No later than one (1) week prior to the end of each month, the **SFA** will provide to the **Recipient** a monthly menu specifying the meals to be served the following month.
21. When the **Recipient** requests meals for field trips, the **SFA** will provide sack lunches that meet the meal pattern requirements. The **Recipient** must request sack lunches for field trips at least seven (7) working days in advance. The **SFA** and **Recipient** shall negotiate the delivery time for field trip sack lunches on a case-by-case basis. The cost per lunch will remain the same as for the regular lunch. The **Recipient** will be responsible for maintaining the appropriate temperature of lunches until served.
22. The gifting or exchange of USDA Foods is not permitted. Until students are served a meal, all USDA Foods remain the property of the **SFA**.
23. The **Recipient** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **SFA**.
24. The **Recipient** will keep and maintain liability insurance, including extended coverage for product liability, in an amount no less than \$1,000,000 for each occurrence. The **Recipient** will provide the **SFA** with a certificate evidencing insurance in this amount, naming the **SFA** as an additional insured, and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to the **SFA**.
25. Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of meals under the CNPs; including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by federal, state, and local authorities in accordance with applicable statutes and regulations.

All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be conducted with the SFA's Director of Food Services.

The undersigned hereby agrees to all terms and conditions of this Interagency Agreement:

Name and Title of SFA Official: Jennifer Root, Ed.D. – Assistant Superintendent, Business		Phone Number: 714-999-3555
Signature of SFA Official:	Date:	Fax Number:
E-mail Address: root_j@auhsd.us		
Name and Title of Recipient School or Agency Official: Patricia McCaughey, Administrator		Phone Number: 714-966-4085
Signature of Recipient School or Agency Official:	Date:	Fax Number:
E-mail Address: PMcCaughey@ocde.us		

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

Quantity	Description
5	Cabinets
70	Chairs (Student)
1	Desk (Teacher)
5	Shelves
40	Tables

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

Quantity	Description
3	A/V Carts
1	CD Duplicator
1	Charging Cart
205	Computers
1	Docking Station
6	Document Cameras
66	Keyboards
118	Monitors
8	Printers
8	Projectors
3	Scanners
2	Servers
1	Speaker
1	Switch
4	Televisions
6	VCR's
2	VHS Tape Recorders

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

EXHIBIT Y

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
Biology					
Biology	6	Outdated	Fair	Obsolete	No To Be Sold
Chemistry					
Chemistry Matter and Change	7	Outdated	Fair	Obsolete	No To Be Sold
The Central Science	1	Outdated	Fair	Obsolete	No To Be Sold
Virtual Chem Lab	1	Outdated	Fair	Obsolete	No To Be Sold
History					
American Journey	190	Outdated	Fair	Obsolete	No To Be Sold
Medieval and Early Times	9	Outdated	Fair	Obsolete	No To Be Sold
Language					
Inside Language	58	Outdated	Fair	Obsolete	No To Be Sold
Math					
Calculus	39	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math 1	40	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math 2	148	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math 3	168	Outdated	Fair	Obsolete	No To Be Sold
Spanish					
Avancemos 1	160	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 2	26	Outdated	Fair	Obsolete	No To Be Sold
Buen Viaje	36	Outdated	Fair	Obsolete	No To Be Sold
Exploring Spanish	34	Outdated	Fair	Obsolete	No To Be Sold
In Mexico	70	Outdated	Fair	Obsolete	No To Be Sold
In Spain	140	Outdated	Fair	Obsolete	No To Be Sold
Writing					
Inside Writing	55	Outdated	Fair	Obsolete	No To Be Sold
Writing Coach	97	Outdated	Fair	Obsolete	No To Be Sold
*Books have been viewed by the Education Division and deemed unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction.					**If not sold, will be destroyed.

DONATIONS

EXHIBIT Z

July 11, 2019

Location

Donated By

Item

AUHSD

Magnolia School District,
Information Systems Department

500 Chromebook
Computers

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 07/11/2019

FROM 06/11/2019 TO 06/30/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64M0028	A AND V CONTRACTORS INC.	28,500.00	28,500.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
M64R1835	AARDVARK CLAY AND SUPPLIES INC	3,254.30	3,254.30	0121385010 4310	WE/TITLEIV/INSTR / INSTRUCTIONAL MATL &
M64R1830	ABE'S PLUMBING	2,495.00	2,495.00	0120239081 5610	ANAHEIM/PLUMB/MO / REPAIRS/MAINT - O/S
M64R1839	AC POWER 1 INC	1,500.00	1,500.00	0138231081 5610	BALL/ELECTRIC/MO / REPAIRS/MAINT - O/S
M64R1888	AC POWER 1 INC	4,670.00	4,670.00	0110231081 5610	MAINTENANCE/ELEC/MO / REPAIRS/MAINT - O/S
M64R1836	ANAHEIM COMMUNITY SERVICES	328.00	328.00	0153385010 5620	SP/TITLE IV, PART A/INSTR / RENTALS/OPERATING
M64R1852	ARMAND HAMMER UNITED WORLD,	1,369.00	1,369.00	0127399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
M64R1845	AVID CENTER	4,950.00	825.00	0120381010 5210	ANAHEIM/ECIA1/INSTR / TRAVEL AND
			2,475.00	0120405010 5210	TRANSP GRANT/INSTR / TRAVEL AND
			1,650.00	0120545010 5210	AN/AVID DESTINATION GRADUATION / TRAVEL
M64R1871	BACH COMPANY, THE	9,395.38	9,395.38	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL
M64R1882	BARNES AND NOBLE	918.62	918.62	0120487010 4310	MULTIMEDIA COMPUTER TECH/INST /
M64R1881	BCT ENTERTAINMENT	708.75	708.75	0153386010 5620	TITLE IV - SAAE (VAPA) / RENTALS/OPERATING
M64R1872	BENJAMIN, LESLIE	156.32	156.32	0123177072 5230	RISK MANAGEMENT/GEN ADMIN /
M64C0168	BIG TEX TRAILERS CA	11,205.86	11,205.86	01112220081 6490	OPERATIONS - GENERAL / EQUIPMENT - OTHER
M64R1893	BREA ORANGE COUNTY PLUMBING HE	1,924.00	1,924.00	0121239081 5610	WESTERN/PLUMB/MO / REPAIRS/MAINT - O/S
M64X0458	BROOKHURST JUNIOR HIGH SCHOOL	2,546.00	2,546.00	0131054040 5810	BR/AFTSCHL/ANCIL / NON-INSTRUCTIONAL PROF
M64R1880	BULKOFFICESUPPLY.COM	1,986.05	1,986.05	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR /
M64A0344	CARE YOUTH CORPORATION	38,212.00	30,212.00	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			8,000.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
M64R1876	CASBO	2,500.00	2,500.00	0113113036 5210	TRANS/REG-ED/TRANSPORTATION / TRAVEL AND
M64A0346	CATHEDRAL HOME FOR CHILDREN	41,754.00	33,174.00	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			8,580.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
M64R1868	CENTURY PAVING INC	9,055.00	9,055.00	0123238081 5610	SA/PAVING/MO / REPAIRS/MAINT - O/S SERVICES
M64R1864	CHEFS' TOYS	1,455.12	1,455.12	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &



ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

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FROM 06/11/2019 TO 06/30/2019

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M64R1842	CHROMARK CORP.	425.00	425.00	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
M64R1831	CM SCHOOL SUPPLY	137.60	137.60	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR /
M64R1886	CRISP IMAGING	35,000.00	35,000.00	0156156072 5880	FACILITIES/GENL ADM / OTHER OPERATING
M64C0058	CULVER NEWLIN	57,858.77	20,703.14	2644731185 4310	LEX/BOND SERIES 2018 - MEAS H /
			37,155.63	2644731185 4410	LEX/BOND SERIES 2018 - MEAS H / EQUIPMENT -
M64R1885	CULVER NEWLIN	636.80	636.80	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
M64R1849	CUSTOM SIGNS INC	1,823.75	1,823.75	2627731185 6274	KE/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
M64R1838	DEMCO INC	1,815.18	1,815.18	0131000910 4210	BR/LCFFF-CONCENTRATION/INSTR / BOOKS AND
M64R1837	DESIGNS BY MARINA	288.60	288.60	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
M64C0161	DISCOVERY SCOPE AND ASSOCIATES	1,097.50	1,097.50	0153000910 4310	SP PR/LCFF-SUPPLEMENTAL / INSTRUCTIONAL
M64R1889	DUNN EDWARDS PAINTS	4,525.50	4,525.50	01482330081 4410	HANDE/LGENERAL/MO / EQUIPMENT -
M64R1860	EAI EDUCATION	350.74	350.74	01255545010 4310	KA/AVID DESTINATION GRADUATION /
M64R1841	EDUCATIONAL INNOVATIONS INC	698.91	698.91	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
M64R1877	FHEG CYPRESS COLLEGE BOOKSTORE	1,303.78	1,303.78	0117402510 4310	IS/COLLEGE READINESS/INSTR / INSTRUCTIONAL
M64R1834	FLINN SCIENTIFIC INC	984.94	984.94	0168381010 4310	GI/TITLE I/INSTR / INSTRUCTIONAL MATL &
M64C0165	GARY'S RADIATOR SERVICE	700.38	700.38	01114114072 4410	WAREHOUSE/GENL ADM / EQUIPMENT -
M64R1867	GOLDEN STATE PAVING CO INC	6,200.00	6,200.00	0135238081 5610	DALE/PAVING/MO / REPAIRS/MAINT - O/S
M64R1870	HANEY, JOSEPH M.	250.00	250.00	0128177072 5230	RISK MANAGEMENT/OTHER / REIMBURSABLE EXP
M64R1840	HARBEN CALIFORNIA	1,589.31	1,589.31	0110239081 4410	MAINTENANCE/PLUMB/MO / EQUIPMENT -
M64R1862	HOUGHTON MIFFLIN HARCOURT	422.98	62.80	0137251511 4310	LEARN HDCP S/SE SEP CL/NS / INSTRUCTIONAL
			147.36	0137252011 4310	SYC/MILD MODERATE/SE SEP CL/NS /
			212.82	0137261012 4310	SE RES SP(RSP)/SE RES SP/NS / INSTRUCTIONAL
M64R1863	HOUGHTON MIFFLIN HARCOURT	211.49	211.49	0124252011 4310	LO/MILD MODERATE/SE SEP CL/NS /
M64X0459	INDEPENDENT	9,000.00	9,000.00	2656731185 6252	GOB SERIES 2018 - MEAS H / PLANNING - BID
M64R1827	J.W. PEPPER AND SON INC.	691.76	691.76	0122385010 4310	MA/TITLE IV/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

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FROM 06/11/2019 TO 06/30/2019

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M64R1883	JIM'S MUSIC CENTER	2,394.82	2,394.82	0124385010 4410	LO/TITLE IV/INSTR / EQUIPMENT -
M64A0340	KARCHER ENVIRONMENTAL INC	138,250.00	138,250.00	2623731185 6299	SA/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
M64C0156	LACOE	100.00	100.00	0107107072 5210	ACCTG /GENL ADM / TRAVEL AND CONFERENCE
M64R1869	LEGACY THEATRICAL DESIGN	4,000.00	4,000.00	0153386010 5810	TITLE IV - SAAE (VAPA) / NON-INSTRUCTIONAL
M64A0341	LETNER ROOFING	2,375,000.00	2,375,000.00	2650731185 6270	DO/BOND SERIES 2018 - MEAS H / MAIN BUILDING
M64A0343	LEUNG, MEGGY AND MICHAEL	199.50	199.50	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
M64R1826	LEVINE DRUM COMPANY, TED	1,121.65	1,121.65	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
M64R1825	LIBRARY STORE INC., THE	246.97	246.97	0123000024 4315	SA/L M T / LIBRARY/MEDIA/TECH SUPPLIES
M64R1855	MC GRAW HILL EDUCATION INC.	533.36	533.36	0134000910 4210	WA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1879	MC GRAW HILL EDUCATION INC.	408.91	408.91	0127000910 4210	KE/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1866	MIKES FALCONRY SUPPLIES INC	193.41	193.41	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
M64A0342	MUNOZ, NATALIE	11,175.12	225.12	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
			10,950.00	0119283039 5810	SYS/OTHER PUPIL / NON-INSTRUCTIONAL PROF
M64R1853	NCS PEARSON INC.	438.51	438.51	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV /
M64R1854	NIMCO	345.88	345.88	0125489810 4310	KA/TUPE COHORT M (2018-2020) / INSTRUCTIONAL
M64R1858	NIMCO	75.70	75.70	0168489810 4310	GIL/TUPE COHORT M (2018-20) / INSTRUCTIONAL
M64R1859	NIMCO	779.17	779.17	0161489810 4310	PO/TUPE COHORT M (2018-20) / INSTRUCTIONAL
M64R1753	NORTH ORANGE COUNTY REGIONAL	16,000.00	16,000.00	0117597092 7223	IS/HEALTH CAREER OPTY PROG/ ROP TRANSFER
M64R1857	O.C.A.D.A.	250.00	250.00	0121000910 5880	WE/LCFF-CONCENTRATION/INSTR / OTHER
M64R1884	OCDE	775.00	775.00	0120381010 5210	ANAHEIM/ECIA1/INSTR / TRAVEL AND
M64R1856	OFFICE DEPOT	102.25	102.25	0168489810 4310	GIL/TUPE COHORT M (2018-20) / INSTRUCTIONAL
M64R1846	ORANGE COUNTY REGISTER	287.48	287.48	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
M64R1851	ORANGE COUNTY REGISTER	1,449.72	1,449.72	0109620037 5880	FOOD SVC/GRADES 7-12/FOOD SVC / OTHER
M64C0163	ORRAVAN MECHANICAL	465.00	465.00	0125235081 5610	KA/HVAC/MO / REPAIRS/MAINT - O/S SERVICES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

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M64A0339	PINNER CONSTRUCTION CO INC	45,799,000.00	45,799,000.00	2635731185 6270	DA/BOND SERIES 2018 - MEAS H / MAIN BUILDING
M64R1878	POOR RICHARD'S PRESS	415.97	415.97	0115000810 4210	ED SERVICES/LCAP/INSTR / BOOKS AND
M64R1887	RELIABLE ICE EQUIPMENT INC	4,464.15	2,232.00	0128140027 4410	CY/SCH ADM/SCH ADM / EQUIPMENT -
			2,232.15	0128230081 4410	CY/GENERAL/MO / EQUIPMENT -
M64R1892	RELIABLE SHEET METAL WORKS	7,492.94	7,492.94	0124230081 6490	LOARA/GENERAL/MO / EQUIPMENT - OTHER
M64R1828	RIV OR COUNTIES PUMP COMPANY I	7,251.88	5,048.39	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
			2,203.49	0121230081 4410	WESTERN/GENERAL/MO / EQUIPMENT -
M64A0345	ROSSIER PARK SCHOOL	17,026.24	17,026.24	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
M64R1890	SCP DISTRIBUTORS LLC	6,301.96	425.24	0120240081 4355	ANAHEIM/POOL/MO / MAINTENANCE SUPPLIES
			5,876.72	0120240081 6490	ANAHEIM/POOL/MO / EQUIPMENT - OTHER
M64T0663	SEHI COMPUTER PRODUCTS INC	4,650.00	4,650.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
M64R1848	SOCAL FLOW TESTING	520.00	520.00	2528710085 6240	CY/DEV FEES/ACQ / PRELIMINARY TESTS
M64R1832	SOUTHPAW ENTERPRISES	991.05	191.15	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
			799.90	0147000910 4410	HOPE/LCFF-CONCENTRATION/INSTR / EQUIPMENT
M64R1833	SPINITAR PRESENTATION PRODUCTS	1,421.78	1,421.78	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR /
M64T0664	STAPLES ADVANTAGE	215.12	215.12	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
M64R1861	STEVE WEISS MUSIC	700.45	700.45	0124385010 4410	LO/TITLE IV/INSTR / EQUIPMENT -
M64R1844	SUPER DUPER SCHOOL COMPANY	3,333.19	3,333.19	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV /
M64R1843	TEACHERS' CURRICULUM INSTITUTE	820.90	820.90	0138252011 4210	BALL/MILD MODERATE/SE SEP CL/N / BOOKS AND
M64T0665	TEACHFX INC	24,000.00	24,000.00	0164901010 5880	PD/TITAN EDUCATOR GRANT/INSTR / OTHER
M64C0162	THE COSTUMER	2,215.69	2,215.69	0153386010 5620	TITLE IV - SAAE (VAPA) / RENTALS/OPERATING
M64R1829	TIME AND ALARM SYSTEM	371.35	371.35	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64R1891	TIME AND ALARM SYSTEM	1,051.79	1,051.79	0125231081 4347	KA/ELECTRIC/MO / OPERATIONS SUPPLIES - MISC
M64T0668	TROXELL COMMUNICATIONS INC	13,509.25	13,509.25	0138000910 6490	BA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64R1873	U S BANK	2,500.00	2,500.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 07/11/2019

FROM 06/11/2019 TO 06/30/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1874	U S BANK	900.00	900.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
M64R1875	U S BANK	900.00	900.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
M64R1865	ULINE	74.57	74.57	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS
M64R1824	VERNIER SOFTWARE	4,520.60	4,520.60	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL
M64R1847	WOLVERINE FENCE COMPANY INC	6,500.00	6,500.00	2628731185 6165	CYP/BOND SERIES 2018- MEAS H / SITE
M64R1850	WOODWIND AND BRASSWIND	1,915.34	1,915.34	0142007010 4310	OXFORD/INS MUS/INSTR / INSTRUCTIONAL MATL
M64T0667	ZENDESK INC	8,545.32	8,545.32	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
M64T0666	ZONAR SYSTEMS INC	1,463.58	747.06	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
			716.52	0113113036 5880	TRANS/REG-ED/TRANSPORTATION / OTHER
		Fund 01 Total:	384,609.44		
		Fund 25 Total:	520.00		
		Fund 26 Total:	48,387,432.52		
		Total Amount of Purchase Orders:	48,772,561.96		

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY VENDOR NAME

BOARD OF TRUSTEES MEETING 07/11/2019

FROM 06/11/2019 TO 06/30/2019

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
M64T0580	AMAZON.COM	101.55	-2.97	0135257511 4310	EMOTION DISTRB/SE SEP CL/SEV / INSTRUCTIONAL
M64X0001	AMERICAN LOGISTICS COMPANY LLC	164,787.50	+17,492.50	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
M64T0614	APPLE INC	1,792.78	-411.00	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
K64A0075	ATVANTAGE ATHLETIC TRAINING	48,875.00	+500.00	0115115010 5805	EDUCATION/INSTR / INSTRUCTIONAL PROF
M64R1763	AWARDS BY PAUL	5,472.48	+23.70	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
M64X0447	AWARDS BY PAUL	2,077.96	+692.56	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR /
M64T0633	BEST BUY FOR BUSINESS	456.03	+9.94	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
M64C0142	BREA ORANGE COUNTY PLUMBING HE	5,160.16	+2,079.16	0120239081 5610	ANAHEIM/PLUMB/MO / REPAIRS/MAINT - O/S
M64X0107	CALIFORNIA RETROFIT INC	10,800.00	+2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64A0120	CARE YOUTH CORPORATION	114,431.00	+170.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
L64A0348	ERICKSON HALL CONSTRUCTION CO	9,794,119.00	+618,348.00	2642731185 6270	OX/BOND SERIES 2018 - MEAS H / MAIN BUILDING
M64A0016	EVOQUA WATER TECHNOLOGIES LLC.	6,700.56	+1,828.65	0113113036 5610	TRANS/REG-ED/TRANSPORTATION /
M64R1697	GOLDEN STATE PAVING CO INC	3,556.00	+756.00	0124238081 5610	LOARA/PAVING/MO / REPAIRS/MAINT - O/S
M64R1427	GOPHER SPORTS EQUIPMENT	3,304.41	+297.12	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
M64X0365	J.W. PEPPER AND SON INC.	174.79	+24.79	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
M64X0139	JHM SUPPLY INC.	77,000.00	+2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64X0279	LARNER, JOHN	5,500.00	+500.00	0100000072 3702	GEN FUND/GENL ADM / RETIREE
M64R1775	NORTH ORANGE COUNTY REGIONAL	978.96	+195.79	0122000010 5805	MA/INSTR / INSTRUCTIONAL PROF CONSULTANT
M64X0311	NORTH ORANGE COUNTY REGIONAL	1,569,269.00	+644,269.00	0100512592 7223	ROP APPRENTICE/TRSF BETWN AGNC / ROP
J64A0383	OCDE	19,481.84	+3,236.51	0107107072 5880	ACCTG /GENL ADM / OTHER OPERATING EXPENSES
M64A0272	OCDE	2,056.23	+590.94	0117117021 5880	INSTR SRVS/SUPV INST / OTHER OPERATING
M64R1668	POSITIVE PROMOTIONS INC	315.98	-16.32	0131489810 4310	BR/TUPE COHORT M (2018-2020) / INSTRUCTIONAL
M64X0266	RIDDELL ALL AMERICAN	10,429.42	+3,929.42	0124028081 5630	LOARA/ATHLETICS/FIELD SUPP /
M64T0491	SEHI COMPUTER PRODUCTS INC	2,858.34	-508.47	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY VENDOR NAME

BOARD OF TRUSTEES MEETING 07/11/2019

FROM 06/11/2019 TO 06/30/2019

PO NUMBER	VENDOR	PO TOTAL	CHANGE ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
M64X0226	SHIELD FIRE PROTECTION	12,880.00	+2,880.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
M64S0164	SOUTHWEST SCHOOL AND OFFICE SU	592.63	+414.84	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64X0157	SPICERS PAPER INC	40,000.00	+5,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
M64R1418	STAPLES ADVANTAGE	14.10	-63.56	0122257511 4310	EMOTION DISTRB/SE SEP CL/SEV / INSTRUCTIONAL
M64R1799	STAPLES ADVANTAGE	178.78	-15.94	0123381110 4310	SAVANNA/TITLE I/PARENTING / INSTRUCTIONAL
M64R1800	STAPLES ADVANTAGE	257.63	-89.15	0168381010 4310	GI/TITLE I/INSTR / INSTRUCTIONAL MATL &
M64R1809	STAPLES ADVANTAGE	385.67	-132.94	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
M64T0553	STAPLES ADVANTAGE	346.20	-153.85	0121252011 4310	WE/MILD MODERATE/SE SEP CL/NSE /
M64R1351	TEXTBOOK WAREHOUSE	237.17	-8.06	0132000910 4210	OR/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1352	TEXTBOOK WAREHOUSE	248.31	-4.03	0132000910 4210	OR/LCFF-CONCENTRATION/INSTR / BOOKS AND
K64A0252	TWINING CONSULTING	1,000,000.00	+550,000.00	2400731185 6250	GOB 2015 - MEAS H/FAC ACQ / PLANNING -TESTING
L64R1657	VERITIV OPERATING COMPANY	1,538.67	+439.62	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
M64S0103	VERITIV OPERATING COMPANY	916.75	+8.03	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64R1488	WESTERN SPECIALTY CONTRACTORS	14,950.00	+1,000.00	0123230081 5610	SA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
K64A0328	XEROX CORPORATION	237,936.54	+16,162.50	0118118072 5620	GRAPHICS/GENL ADM / RENTALS/OPERATING
	Fund 01 Total:		705,094.78		
	Fund 24 Total:		550,000.00		
	Fund 26 Total:		618,348.00		
	Total Amount of Change Orders:		1,873,442.78		

VENDOR CHECK REGISTER
 JUNE 11, 2019 THROUGH JUNE 30, 2019

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
A AND C URGENT CARE	V6412935	5810	375.00	00157121
A U H S D FOOD SERVICE DEPT	V6400023	4390	1,167.23	00156997
A Z BUS SALES INC.	V6400025	4385	2,391.20	00156903
AAA ELECTRIC MOTOR SALES	V6400033	4355	311.74	00157051
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	32.67	00156998
AC POWER 1 INC	V6413051	5610	450.00	00156941
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	97.36	00156942
ACS BILLING SERVICE	V6400072	5530	138.62	00156888
		5580	3,942.56	00156888
ACUATIVE CORP.	V6411848	5810	388.92	00157052
ADI	V6400095	4355	1,257.85	00156805
			300.59	00156943
			196.06	00157053
AERIES SOFTWARE INC	V6409157	5210	250.00	00156806
AGRI TURF DISTRIBUTING LLC	V6412836	4347	1,024.38	00157054
AICHELE, STEVEN G.	V6407891	5610	150.00	00156944
AIRSUPPLY TOOLS INC.	V6412933	9320	154.90	00156945
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	140.16	00156946
			128.23	00157055
			323.90	00157122
ALONTI CAFE AND CATERING	V6413206	4390	317.87	00156807
ALT REV CASH FUND	V6405194	4199	65.77	00156999
		4310	3,182.42	00156999
		4320	1,048.12	00156999
		4347	477.18	00156999
		4390	2,962.85	00156999
		5880	400.00	00156999
		5910	22.00	00156999
AMERICAN LOGISTICS COMPANY LLC	V6412509	5620	17,492.50	00156808
AMTEC	V6411210	5810	600.00	00157000
ANAHEIM COMMUNTIY SERVICES	V6412336	5620	1,344.00	00156809
			328.00	00156889
ANAHEIM HIGH SCHOOL	V6400260	8699	231.45	00157056
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	98,049.98	00156810
APEX AUDIO	V6400313	4410	1,988.08	00157001
APPLE INC	V6400319	4310	17,249.93	00156890
		4410	6,439.35	00156890
ARAMARK SPORTS AND ENTERTAINMENT	V6400326	4390	651.91	00156811
ARBOR SCIENTIFIC	V6400327	4310	2,435.96	00156812
		4410	725.00	00156812
ARMAND HAMMER UNITED WORLD, THE	V6404665	5210	1,369.00	00156891
ART SUPPLY WAREHOUSE	V6400350	4310	251.28	00157123
ARTIANO SHINOFF	V6408054	5821	10.50	00156813
AT AND T	V6400374	5918	11,587.32	00156815
			12,688.43	00157003
	V6406157	5918	11,604.15	00156814
			11,483.18	00157002
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	12,447.77	00156816
ATTAINMENT CO. INC.	V6400391	4310	399.75	00157124
		5880	134.69	00157124

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
AUDIO VISUAL INNOVATIONS INC	V6408229	4355	2,349.00	00157125
		4410	10,257.76	00157125
AWARDS BY PAUL	V6400412	4320	5,472.48	00156817
B AND H PHOTO VIDEO INC	V6400422	4310	463.68	00156892
			125.22	00157057
		4410	4,150.49	00157057
B AND K ELECTRIC WHOLESALE	V6400623	4355	995.20	00156947
B AND M LAWN AND GARDEN INC	V6400423	4347	17.22	00156948
			888.66	00157058
		4355	38.14	00157058
BACH COMPANY, THE	V6407748	4310	982.15	00156818
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	5610	542,047.95	00157186
BARNES AND NOBLE	V6400450	4210	3,729.10	00156893
			1,065.44	00157004
BEACON DAY SCHOOL	V6409269	5860	12,469.30	00157187
BEE BUSTERS	V6400472	5610	125.00	00157059
BENJAMIN, LESLIE	V6413445	5230	156.32	00157005
BERBER, HAYDEE	V6413448	5220	144.88	00157006
BIG TOP RENTALS	V6409077	5620	795.85	00156819
BILLINGS, JANICE	V6402265	3701	1,816.80	00157007
BLICK ART MATERIALS LLC	V6401357	4310	622.00	00156820
			1,874.58	00156894
			2,538.19	00157008
			1,369.24	00157060
		4320	2,958.89	00157008
		4410	3,896.24	00156820
BOGGS, AMANDA	V6412487	5220	75.40	00156821
BOYD, LOREES	V6413047	5880	1,190.91	00156895
BPS SUPPLY GROUP	V6400476	4355	284.75	00156949
BRIDGEPORT GOLF CARS	V6413224	4410	8,770.00	00157126
		5610	1,656.60	00156822
			3,582.99	00156950
BROOKHURST JUNIOR HIGH SCHOOL	V6400602	5810	2,546.00	00156951
		8699	21.66	00157061
BROWN, JENNIFER	V6409000	4390	241.92	00157127
BSN SPORTS	V6400615	4310	4,713.34	00156823
BSN SPORTS LLC	V6412536	4310	972.30	00156824
BUDDY'S ALL STARS INC	V6406311	4310	2,100.00	00156904
BUSWEST LLC	V6407892	4375	77.15	00156905
CABE	V6400656	5210	3,200.00	00156896
CALIFORNIA FBLA	V6406690	5210	2,240.00	00156825
CALIFORNIA RETROFIT INC	V6406910	4355	397.08	00156897
CALSPRA	V6406409	5310	250.00	00156826
CARE YOUTH CORPORATION	V6412565	5860	26,084.00	00156827
			25,627.00	00157128
CARMAN, CANDICE	V6412031	5220	33.00	00156828
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	1,261.86	00156829
			21.44	00156898
			2,224.49	00157009
			310.97	00157062
CATHEDRAL HOME FOR CHILDREN	V6407473	5860	28,854.00	00157129
CDW GOVERNMENT INC.	V6400819	4310	443.51	00156830
		4410	11,981.02	00156830
			2,047.45	00157130
CENGAGE LEARNING	V6404723	5880	1,600.00	00156831

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
CERASUOLO, KATHRYN	V6412765	5220	77.14	00157010
CERVANTEZ MARTINEZ, PATRICIA	V6413139	5880	261.00	00157011
CHEFS' TOYS	V6410110	4310	1,455.12	00157063
CHROMARK CORP.	V6410400	4310	424.39	00157064
CITY OF ANAHEIM	V6400957	5520	51,636.03	00156906
		5530	13,725.28	00156906
		5580	7,788.52	00156906
CITY OF BUENA PARK	V6400958	5530	1,771.33	00157012
CLEAR BLUE ENERGY CORP	V6413169	6216	23,203.82	00157065
CM SCHOOL SUPPLY	V6400991	4310	137.60	00157013
COGNITO LLC	V6412922	5880	787.20	00156832
COLLEGE ENTRANCE EXAMINATION BOARD	V6412595	4310	770.00	00157014
COLON, MELIDA DIAZ	V6409180	5220	42.45	00157015
COLOR TECH SCREENPRINTING INC.	V6412348	5810	1,000.00	00156907
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	350.00	00157131
CORONA, KARINA	V6413200	2170	22.85	00157016
CORTEZ, LORENA	V6412054	5220	237.22	00156833
			103.17	00157132
CREATIVE BUS SALES	V6409840	6490	54,820.00	00156834
CSM CONSULTING INC.	V6409922	5810	6,900.00	00156835
CULVER NEWLIN	V6411589	4310	1,201.95	00156786
			327.29	00157017
CVT RECYCLING	V6407455	5580	371.69	00157066
DALE JUNIOR HIGH ASB	V6405581	8699	6.65	00157067
DARTCO TRANSMISSION SALES SVC	V6401258	4376	(3,173.63)	00156908
		5610	7,860.36	00156908
DEL SOL SCHOOL	V6411308	5860	5,698.00	00156836
DEMCO INC	V6401318	4210	1,729.26	00157068
DESIGNS BY MARINA	V6401334	4320	288.60	00156952
DISCOVERY SCOPE AND ASSOCIATES	V6413452	4310	1,097.50	00157133
DOERSCHEL, DARREN P	V6413012	5610	3,450.00	00157069
DUNN EDWARDS PAINTS	V6401448	4355	406.31	00156953
			4,173.88	00157070
DYNAVOX SYSTEMS LLC	V6409679	5880	199.00	00157071
EBERHARD EQUIPMENT	V6405532	4347	179.51	00157072
ECONOMY RENTALS INC	V6401478	5620	400.00	00156954
EDUCATIONAL TESTING SERVICE	V6401522	5880	1,784.92	00157134
ESCOE, BARRY	V6400453	3701	2,157.60	00157018
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	5610	1,217.70	00156837
EVREX CORPORATION	V6408380	5610	1,195.00	00157073
EWING IRRIGATION PRODUCTS	V6401634	4355	267.59	00156899
			157.00	00156909
			399.50	00157074
EXPO PROPANE	V6412144	5810	1,752.88	00157135
FARMAN, JUANA	V6406999	5220	77.37	00156910
FARMERS AND MERCHANTS BANK	V6412156	5880	27,247.27	00156911
FARONICS TECHNOLOGIES USA INC	V6405186	5880	7,493.76	00157136
FARR'S CUSTOM CARBIDE TOOLING	V6410142	4355	309.28	00157075
FEDEX	V6401675	4410	465.02	00156838
		5910	373.36	00157019
FENN TERMITE AND PEST CONTROL	V6401679	5610	936.00	00156928
FERGUSON ENTERPRISES INC	V6409823	4355	1,810.90	00156839
			1,420.90	00156929
			2,058.73	00157076

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>	
FERRELLGAS LP	V6411875	5810	3,726.47	00156912	
			671.13	00156930	
			705.77	00157020	
			1,455.89	00157137	
FHEG CYPRESS COLLEGE BOOKSTORE FLEET SERVICES INC	V6412888	4310	1,303.78	00157138	
	V6405625	4370	254.27	00156913	
		4375	368.33	00156913	
		4376	1,109.76	00156913	
		4385	160.50	00156913	
	4387	252.12	00156913		
FLINN SCIENTIFIC INC	V6401708	4310	12,127.12	00156840	
			1,443.91	00157021	
			428.00	00157077	
			4410	1,089.93	00156840
			880.21	00157077	
FOUNDATION FOR EDUCATIONAL FREE SPIRIT PUBLISHING INC. GANAHL LUMBER CO	V6401735	5210	1,850.00	00156914	
	V6401759	4210	129.66	00157022	
	V6401804	4310	636.16	00157078	
		4347	1,069.05	00157078	
		4355	268.89	00156841	
		414.90	00157078		
GARCIA, HAYDEE GAS COMPANY, THE	V6413275	5870	83.93	00156842	
	V6404372	5510	24,733.17	00156843	
		7439	7,061.94	00156843	
GILBERT HIGH SCHOOL GLENN, JERRY	V6407727	8699	5.06	00157079	
	V6402322	3701	1,212.00	00156931	
GOLDEN STATE WATER COMPANY GOMEZ, DIANA	V6408018	5530	20,691.13	00157023	
	V6411742	5210	1,329.14	00157024	
GONZALEZ, JESUS GOPHER SPORTS EQUIPMENT	V6413454	5220	554.30	00157139	
	V6401902	4310	3,061.88	00157140	
GOVERNMENT FINANCIAL STRATEGIES GRAINGER	V6401906	4347	4,901.27	00157080	
	V6404982	4355	634.08	00157025	
132.42			00157081		
GRAYBAR ELECTRIC COMPANY GREATER ANAHEIM SELPA	V6401918	4320	450.41	00157082	
	V6401927	5805	17,043.16	00156844	
GREENS DISCOUNT GLASS AND SCREEN	V6409591	4355	718.84	00156845	
			744.94	00157026	
GYM FLOOR RESOURCE LLC H AND H AUTO PARTS WHOLESAL	V6413431	4347	148.14	00156846	
	V6401967	4376	(15.09)	00156915	
4385		510.17	00156915		
5230		250.00	00157027		
HANEY, JOSEPH M. HARDAWAY, HOWARD AND MELISSA	V6411288	5880	109.70	00157028	
	V6410468	5620	383.60	00157083	
HAULAWAY STORAGE CONTAINERS INC. HERK EDWARDS INC.	V6408482	4355	2,166.66	00157084	
	V6411287	5880	91.11	00157029	
HOME DEPOT CREDIT SERVICES	V6405234	4320	174.49	00156932	
			161.19	00157141	
			4347	21.49	00157086
			4355	1,468.39	00156932
			3,513.94	00157086	
HORIZON	V6408259	4347	1,434.34	00157030	
			180.15	00157087	
HOWARDS APPLIANCES INC HP DIRECT	V6411972	4410	6,510.04	00157088	
	V6408671	4410	1,077.50	00156847	

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
INLAND TOP SOIL MIXES INC.	V6402153	4347	4,800.24	00156848
			533.36	00157089
INS'TENT INDUSTRIES	V6413301	4410	985.91	00156916
INSTITUTE FOR EDUCATIONAL LEADERSHIP, THE	V6411932	5210	1,932.50	00156849
J.W. PEPPER AND SON INC.	V6402214	4310	6,877.60	00157031
			144.16	00157142
JABBAR, ALKAMALEE	V6411490	5210	142.65	00156933
JACKSONS A S BREA F M P	V6406346	4347	124.33	00157090
		4370	329.58	00156917
		4375	147.29	00156917
		4385	120.51	00156917
JART DIRECT MAIL SERVICE	V6402271	5810	853.00	00157091
			1,411.58	00157143
JAUREGUI, JOSE	V6411346	5210	44.11	00156850
JEYCO PRODUCTS INC	V6402332	4375	519.46	00156918
JHM SUPPLY INC.	V6411647	4355	2,249.65	00157144
JOHNSON CONTROLS	V6406981	5610	3,589.48	00156851
JORGENSON INDUSTRIAL COMPANIES	V6413415	4310	2,186.00	00156852
JROTC DOG TAGS INC	V6413295	4310	1,176.80	00157032
JUNIOR LIBRARY GUILD	V6402477	5880	380.20	00157145
KARMATECH INC	V6412903	4310	453.36	00156853
KATELLA HIGH SCHOOL	V6402515	8699	1,182.72	00157092
KEMP, CHRISTINE	V6400923	5220	55.10	00157033
KENNEDY HIGH SCHOOL	V6402571	8699	124.36	00157093
KNORR SYSTEMS INC.	V6402610	4355	7,370.10	00157094
KORDAB, MOURAD	V6412930	5805	11,500.00	00156900
KUSTOM IMPRINTS	V6408734	4310	778.05	00157146
LACOE	V6406272	5210	100.00	00157147
LAKESHORE CURRICULUM MATERIALS	V6402648	4310	88.29	00157034
LANGUAGE NETWORK INC	V6409301	5810	1,810.00	00156934
			67.50	00157095
			3,033.50	00157148
LARNER, JOHN	V6402395	3702	1,816.80	00157096
LARSON, SCOTT	V6413434	5850	3,900.00	00157035
LASER CLASSROOM	V6413437	4310	4,159.15	00157149
LEGACY THEATRICAL DESIGN	V6413442	5810	4,000.00	00157097
LEVINE DRUM COMPANY, TED	V6413438	4310	1,121.65	00156854
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	8699	526.21	00157098
LIBRARY STORE INC., THE	V6402737	4310	411.09	00157036
		4315	185.08	00156855
			152.63	00157099
LOARA ASB	V6402803	8699	934.73	00157100
LONE STAR PERCUSSION	V6408001	4410	856.61	00156856
LONG BEACH USD	V6406012	5210	25.00	00157101
LOS ANGELES FREIGHTLINER INC	V6402833	4370	317.44	00156935
LUCYS LAUNDRY ANAHEIM	V6412017	5560	21.30	00156857
M COACH	V6413167	5620	14,509.87	00156919
MACKIN LIBRARY MEDIA	V6402903	4210	4,099.92	00156920
			10,904.62	00157037
MAGNOLIA HIGH SCHOOL	V6402920	8699	68.26	00157102
MAKEMUSIC INC	V6409096	4310	700.00	00157038
MC FADDEN DALE HARDWARE CO	V6403056	4355	389.28	00156936
			153.50	00157103
MERCADO, CLAUDIA	V6406536	5220	180.99	00156937
METRO DIESEL INJECTION INC	V6412596	4385	145.46	00156921

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
MISSION LINEN SUPPLY	V6411115	4388	98.62	00156922
MOBILE INDUSTRIAL SUPPLY	V6407890	4375	56.00	00156923
MONTENEGRO, ROBERT	V6403968	3701	2,008.20	00156938
MONTES, MICHELE	V6403112	5220	8.58	00156858
MONTGOMERY HARDWARE CO.	V6405624	4355	103.44	00156939
			2,052.42	00157104
MORSCO SUPPLY LLC	V6412910	4355	98.47	00156940
			1,133.73	00157105
			313.95	00157150
MUSIC AND ARTS CENTER	V6411397	4310	2,982.57	00156924
			256.84	00157151
NASCO	V6403253	4310	352.50	00156925
NCS PEARSON INC.	V6403319	4310	27.59	00156926
NEWEGG BUSINESS INC	V6412716	4320	511.71	00157152
NIMCO	V6403365	4310	494.62	00156859
NORTH ORANGE COUNTY REGIONAL	V6403384	5805	783.17	00156860
			195.79	00157106
		7223	16,000.00	00157039
NORTHSTAR AV LLC	V6411265	4310	342.65	00157153
O.C.A.D.A.	V6407016	5880	250.00	00156956
OCDE	V6403452	5210	2,150.00	00157154
		5880	590.94	00156861
OFFICE DEPOT	V6403421	4310	7,384.29	00157155
		4320	123.31	00156765
			79.71	00156957
			1,072.74	00157155
OLIVE CREST ACADEMY	V6410765	5860	20,735.82	00156862
ORANGE COUNTY FARM SUPPLY	V6403455	4347	11,519.44	00156787
ORANGE COUNTY FIRE AUTHORITY	V6403456	5880	100.00	00156958
ORANGE COUNTY FIRE PROTECTION	V6403457	4355	9,362.34	00157156
		5610	448.76	00157156
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	9,212.00	00156788
ORANGE COUNTY REGISTER	V6403461	5880	287.48	00156959
ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	20.52	00157107
O'REILLY AUTO PARTS	V6411401	4370	293.98	00156955
		4376	(45.25)	00156955
		4385	48.46	00156955
ORRAVAN MECHANICAL	V6411315	5610	465.00	00156960
ORVAC ELECTRONICS	V6403479	4320	109.51	00156789
		4355	74.77	00156961
OXFORD ACADEMY	V6403485	8699	39.82	00157108
PALAFX PSYCHOLOGICAL CORPORATION	V6413343	5850	4,500.00	00156863
PARADIGM HEALTHCARE SERVICES	V6403536	5810	1,430.06	00156790
			1,000.00	00156962
PARKHOUSE TIRE INC.	V6403547	4386	1,620.29	00156963
PAXTON PATTERSON	V6403589	4310	92.67	00157157
		5880	2,144.22	00157157
PC AND MACEXCHANGE	V6410706	4410	3,811.12	00156864
PHAM, DEBBIE	V6412543	5210	33.46	00157109
PHILLIPS, IMELDA	V6413328	5210	15.00	00157110
PHOTO WAREHOUSE	V6403664	4310	320.46	00156964
PINEDA'S NURSERY INC	V6403670	4347	4,889.39	00156791
PITSCO INC.	V6403679	4310	238.91	00157158
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	2,243.43	00157159
PORTVIEW PREPARATORY	V6411850	5860	23,030.00	00157040

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
PRAXAIR	V6403719	4355	94.47	00156792
PRESCOTT HARDWARE AND SHEET	V6408590	4355	125.93	00156766
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	3,655.63	00157160
PRISTINE REHAB CARE LLC	V6413396	5810	10,081.50	00157041
R FURBUSH INC.	V6413435	5850	1,750.00	00156965
RAY LITE INDUSTRIES INC.	V6411422	4410	9,007.25	00156865
REAL, JEANNETTE	V6411176	5220	114.03	00156866
REEL LUMBER SERVICE	V6403871	4355	913.63	00156966
REFRIGERATION SUPPLIES DIST.	V6403873	4355	1,125.44	00156967
			1,023.34	00157161
		4410	1,637.68	00156967
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	6,061.89	00156968
RESCH, NIKKI	V6412107	5712	640.49	00156793
REVOLVING CASH FUND	V6405190	4310	503.03	00156901
		4390	338.50	00156901
		5210	893.72	00156901
		5620	400.00	00156901
		5810	2,350.00	00156901
		5880	20.00	00156901
		5910	1,456.71	00156901
RIDDELL ALL AMERICAN	V6403939	5630	4,717.99	00156969
ROSSIER PARK SCHOOL	V6411451	5860	98,752.01	00157193
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	232.74	00156970
			387.90	00157162
SALES AND DISTRIBUTION SERVICES INC	V6413428	4355	176.49	00156971
SAVANNA HIGH SCHOOL	V6404130	8699	21.47	00157111
SC FUELS	V6404378	4384	3,470.15	00156972
SCHOLASTIC BOOK CLUBS INC.	V6404147	4210	40.95	00156973
SCHOOL HEALTH CORPORATION	V6404160	4320	90.45	00156767
SCHOOL SERVICES OF CALIFORNIA INC.	V6404171	5210	1,600.00	00156867
SCHOOL SPECIALTY INC	V6404173	4310	354.71	00156768
			177.36	00156794
			851.26	00156868
			1,075.99	00156974
		9320	994.88	00156768
SCHORR METALS INC	V6404179	4355	351.07	00156769
			378.71	00157163
SCHWARTZ, BILLIE	V6400521	5220	58.58	00156975
SCREEN VISION MEDIA	V6413412	5880	1,650.00	00156770
SEHI COMPUTER PRODUCTS INC	V6404221	4310	991.30	00156869
			3,788.07	00156976
			2,280.00	00157042
		4320	483.16	00156976
			11,766.30	00157042
		4410	52,578.92	00156795
			7,911.16	00156869
			259,788.79	00156976
		5880	11,315.00	00156869
			(17.47)	00156976
SHAMROCK SUPPLY CO.	V6409920	9320	1,777.89	00156771
SHELTON, MIKE	V6403136	3701	1,816.80	00156977
SHERWIN WILLIAMS CO., THE	V6410919	4355	28.76	00156772
			15.69	00156978
			223.22	00157164

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
SIGLER INC., RUSSELL	V6410420	4350	15.56	00157165
		4355	709.76	00156773
SIGN MART PLASTICS PLUS	V6412529	4320	435.46	00156796
		5810	1,161.39	00156796
SIGNATURE PARTY RENTALS	V6406791	5620	6,947.85	00156797
SOCALGRAD	V6411708	4310	1,134.61	00156774
			5,674.91	00156979
			21.56	00157166
		4320	2,604.13	00156798
			5,294.84	00156870
			6,678.94	00156979
			11.58	00157166
SOCIAL STUDIES SCHOOL SERVICE	V6404322	4310	96.47	00156775
SOFTWARE 4 SCHOOLS	V6410482	5880	199.00	00156980
SOTOZ SPORTS	V6411511	4310	639.01	00156776
SOUND IMAGE	V6413225	6490	132,160.00	00156777
SOUTH COAST AIR QUALITY	V6404356	5880	365.78	00157167
SOUTH JHS ASB	V6405227	8699	352.49	00157112
SOUTHLAND INSTRUMENTS INC	V6404379	5610	185.78	00156778
SOUTHPAW ENTERPRISES	V6404380	4310	178.98	00157168
		4410	748.98	00157168
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	9320	26,699.77	00156779
			285.88	00156981
			444.47	00157169
SPEECH AND LANGUAGE	V6404400	5860	36,058.50	00157043
SPICERS PAPER INC	V6404405	4320	3,684.61	00156780
			7,915.17	00156871
			5,482.57	00157170
SPORTS FACILITIES GROUP INC	V6410318	4310	533.36	00156982
		4410	918.93	00156982
SPOT LIGHTING SUPPLIES	V6411867	9320	821.00	00156781
SPRINT SOLUTIONS INC	V6411072	5918	320.68	00157171
SPYKERMAN, JULIE	V6405752	5220	68.50	00156872
STAPLES ADVANTAGE	V6410116	4310	1,694.72	00156782
			43.09	00156873
			123.99	00156983
			1,349.47	00157044
		4320	121.06	00157044
STEINBRICK, GAIL	V6408751	5220	143.49	00156799
STEINLE, CHARLES	V6410113	3701	1,212.00	00156984
SWEETWATER	V6409201	4310	365.28	00156874
		4410	1,829.60	00156874
		6490	8,466.57	00157172
SWITZER CENTER	V6413048	5860	3,499.00	00156985
SYCAMORE JR HIGH ASB	V6404569	5810	2,030.00	00156875
TEACHERS PAY TEACHERS	V6413414	4310	62.99	00156876
TEXTBOOK WAREHOUSE	V6404663	4210	263.14	00157173
THE COSTUMER	V6413439	5620	2,215.69	00157174
THOMSON REUTERS WEST	V6407958	4320	161.00	00156877
TROXELL COMMUNICATIONS INC	V6404796	4310	2,397.44	00157175
TUPARAN, LUIS	V6410822	5220	46.05	00156800
TURF STAR INC	V6404805	4347	279.25	00156986
			165.74	00157176

	<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
U S BANK		V6406511	4310	28,619.58	00156987
			4320	1,475.92	00156987
			4347	554.42	00156987
			4355	80.70	00156987
			4390	5,937.85	00156987
			4410	1,064.02	00156987
			4710	127.84	00156987
			5210	6,776.88	00156987
			5880	349.00	00156987
				4,300.00	00156988
ULINE		V6406546	4320	1,054.88	00156801
UNION AUTO SERVICE CENTER		V6404840	4370	584.72	00156989
			5610	1,216.90	00156989
US AIR CONDITIONING DISTRIBUTORS		V6404317	4355	244.84	00156990
				259.72	00157045
US GAMES		V6404813	4320	3,162.91	00156991
VALLEY VISTA SERVICES INC		V6411966	5580	5,869.59	00156878
VAN WYE, SILVIA		V6412078	5210	30.79	00156879
			5220	14.79	00156992
VAVRINEK TRINE DAY AND CO		V6404910	5820	4,300.00	00157177
VAZQUEZ, HILDA		V6402048	5210	2,389.06	00157113
VERITIV OPERATING COMPANY		V6405508	4320	1,137.62	00156993
			5810	1,154.01	00156993
			9320	1,589.05	00156880
				3,720.95	00156993
VERNIER SOFTWARE		V6404919	4310	4,520.58	00157046
VISION COMMUNICATIONS CO.		V6404955	5610	591.00	00156881
WALKER JR HIGH SCHOOL		V6404990	8699	66.56	00157114
WALTERS WHOLESALE		V6409053	4355	695.95	00156882
WARD'S NATURAL SCIENCE EST		V6404999	4310	273.70	00156994
				48.44	00157047
				29.31	00157178
WATANABE, ANDREA		V6413122	5210	399.00	00157115
WENGER CORP		V6405024	4310	2,161.42	00156783
			4410	6,443.79	00157048
WEST MUSIC		V6405036	4310	315.00	00156784
				35.00	00157179
WESTERN HIGH SCHOOL ASB		V6405044	8699	120.25	00157116
WESTERN INDOOR ENVIRONMENTAL SERVICES		V6413393	5610	2,495.00	00156995
WINZER		V6412060	4375	314.37	00156996
WOODCRAFT		V6405102	4355	48.90	00157180
WOODWIND AND BRASSWIND		V6405104	4310	17.78	00157181
WORTHINGTON DIRECT		V6405117	4310	68.91	00156883
XEROX CORPORATION		V6405129	5620	6,517.20	00156884
				4,535.43	00157049
XEROX FINANCIAL SERVICES LLC		V6412617	5620	266.42	00156785
YAMAHA GOLF CARTS OF CALIFORNIA		V6405131	5610	835.93	00156885
YANEZ, ESTER		V6412195	5220	51.04	00156802
YENNIS PARTY RENTALS INC.		V6413218	5620	560.00	00156886
YETT, JESSICA		V6412457	4310	307.75	00156803

GENERAL FUND (0101)

2,475,694.92

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
CULVER NEWLIN	V6411589	4310	17,219.85	00156804
			29,134.78	00157182
		4410	51,226.40	00156804
			28,723.99	00157182
CUSTOM SIGNS INC	V6408988	6274	1,823.75	00157183
ERICKSON HALL CONSTRUCTION CO	V6413032	6165	1,031,270.19	00157194
GHATAODE BANNON ARCHITECTS	V6408656	6212	26,733.50	00157117
RUHNAU CLARKE ARCHITECTS	V6412249	6212	5,115.00	00157188
SWRCB	V6407133	6222	568.00	00157184
VITAL INSPECTION SERVICES INC	V6412251	6291	324.00	00157189
GO BOND FUND SERIES 2018 (2126)			1,192,139.46	
SCHOOL FACILITY CONSULTANTS	V6404158	5810	1,405.00	00157185
SOCAL FLOW TESTING	V6413421	6240	520.00	00157050
CAPITAL FACILITIES FUND (2525)			1,925.00	
CITY OF ANAHEIM AS SUCCESSOR AGENCY	V6411390	8625	168,445.43	00156902
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	57,207.38	00157190
VITAL INSPECTION SERVICES INC	V6412251	6291	13,284.00	00157191
CAPITAL FACILITIES RDA (2545)			238,936.81	
DIVISION OF THE STATE ARCHITECT	V6411414	6210	15,250.00	00157118
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	372,326.18	00157192
SPECIAL RESERVE FUND (4041)			387,576.18	
AUHSD	V6400400	5891	1,328,373.02	00157119
EXPRESS SCRIPTS INC.	V6410974	5895	171,771.00	00156927
			191,832.20	00157120
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	12,733.88	00156887
HEALTH & WELFARE INS FUND (6769)			1,704,710.10	
GRAND TOTAL ALL FUNDS			6,000,982.47	

ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
MAY 2019

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	381,286.18	256,793.22	1,000.00	53,035.92	310,829.14
Western	304,332.61	141,880.78	1,275.00	124,621.86	267,777.64
Magnolia	88,997.97	90,901.63			90,901.63
Savanna	110,557.85	95,071.99		251.09	95,323.08
Loara	161,857.37	60,414.05	800.00	69,108.57	130,322.62
Katella	231,145.74	137,730.69	2,100.00		139,830.69
Kennedy	410,484.06	267,233.09			267,233.09
Cypress	636,111.13	506,730.96	1,700.00	48,492.40	556,923.36
Brookhurst	18,305.78	12,253.31			12,253.31
Orangeview	36,055.45	31,976.38			31,976.38
Walker	94,610.58	97,441.52			97,441.52
Dale	56,386.77	46,709.91			46,709.91
Sycamore	23,166.97	15,761.97			15,761.97
Ball	17,684.18	14,887.69			14,887.69
South	66,802.78	60,658.60			60,658.60
Oxford	500,668.90	436,392.15	350.00		436,742.15
Lexington	67,059.22	62,221.62			62,221.62
Hope	80,937.33	76,789.85			76,789.85
Gilbert	38,990.63	42,342.80			42,342.80
Total	3,325,441.50	2,454,192.21	7,225.00	295,509.84	2,756,927.05

Anaheim Union High School District
Cafeteria Fund
Financial Statements
April 2019



Balance Sheet

Anaheim Union High School District

04/30/2019

Account Number	Description	
Asset	Assets	
CASH		
9120	Cash-Checking	\$6,575,174.98
9122	Change Fund	\$12,740.00
Total CASH		\$6,587,914.98
RECEIVABLE		
9210	A/R - Current	\$86,225.67
9280	A/R - State	\$286,264.90
9290	A/R - Federal	\$3,724,787.33
Total RECEIVABLE		\$4,097,277.90
INVENTORIES		
9321	Warehouse Food	\$88,406.29
9322	Warehouse Commodity	\$5,859.52
9323	Warehouse Supplies	\$49,689.08
9326	School Food	\$337,122.24
9327	School Commodity	\$103.93
9328	School Supplies	\$30,369.85
Total INVENTORIES		\$511,550.91
Total Asset		\$11,196,743.79
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$2,102,336.33
9530	A/P - Accrued Vacation	\$111,051.00
9580	Sales Tax Liability	\$4,932.55
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$22,808.91
Total LIABILITIES		\$2,241,128.79
Total Liability		\$2,241,128.79
Fund Balance	Liabilities and Fund Balance	
FUND BALANCE		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$4,959,102.38
Total FUND BALANCE		\$8,830,512.50
Total Fund Balance		\$8,830,512.50
Current Year Profit (Loss)		\$125,102.48
Total Liabilities and Fund Balance		\$11,196,743.76
Show all data		



Statement of Revenue and Expense Anaheim Union High School District

	Period 10 Ending In 04/30/2019				Period 10 Ending in 04/30/2018			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8621	\$36,378.00	1.52 %	\$361,932.00	1.84 %	\$30,498.00	1.27 %	\$314,286.00	1.59 %
Elementary - Lunch								
8622	\$0.00	0.00 %	\$31.50	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %
Junior High - Breakfast								
8623	\$135.70	0.01 %	\$2,832.70	0.01 %	\$0.00	0.00 %	\$0.00	0.00 %
Junior High - Lunch								
8632	\$9,278.50	0.39 %	\$66,998.75	0.34 %	\$8,307.25	0.35 %	\$60,070.50	0.30 %
High School - Breakfast								
8633	\$87,792.00	3.66 %	\$707,271.00	3.59 %	\$78,453.00	3.26 %	\$674,782.00	3.42 %
High School - Lunch								
8634	\$0.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %	\$331.00	0.00 %
Meal Sales								
8635	\$105,578.56	4.40 %	\$882,453.60	4.48 %	\$112,010.18	4.66 %	\$952,408.62	4.82 %
A La Carte Sales								
8636	\$108.49	0.00 %	\$470.03	0.00 %	\$97.34	0.00 %	\$680.73	0.00 %
Adult Rev. - Breakfast								
8637	\$2,756.72	0.12 %	\$19,828.88	0.10 %	\$3,871.06	0.16 %	\$31,813.88	0.16 %
Adult Rev. - Lunch								
Local Revenue	\$242,027.97	10.10 %	\$2,041,818.46	10.36 %	\$233,236.83	9.70 %	\$2,034,372.73	10.30 %
Federal Reimbursements								
8200	\$392,164.53	16.36 %	\$3,206,369.17	16.27 %	\$405,769.05	16.88 %	\$3,237,050.99	16.39 %
Fed. Meal Rev.-Breakfast								
8220	\$1,502,763.85	62.69 %	\$12,390,602.60	62.88 %	\$1,531,652.34	63.70 %	\$12,496,537.69	63.26 %
Fed. Meal Rev.-Lunch								
8290	\$50,611.47	2.11 %	\$454,720.63	2.31 %	\$45,735.36	1.90 %	\$409,756.16	2.07 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$1,945,539.85	81.17 %	\$16,051,692.40	81.46 %	\$1,983,156.75	82.48 %	\$16,143,344.84	81.72 %
State Reimbursements								
8500	\$43,945.35	1.83 %	\$358,945.03	1.82 %	\$45,309.44	1.88 %	\$367,349.46	1.86 %
St. Meal Rev.-Breakfast								
8520	\$106,028.61	4.42 %	\$873,936.84	4.44 %	\$107,724.56	4.48 %	\$892,634.91	4.52 %
St. Meal Rev.-Lunch								
State Reimbursements	\$149,973.96	6.26 %	\$1,232,881.87	6.26 %	\$153,034.00	6.36 %	\$1,259,984.37	6.38 %
Other Revenue								
8638	(\$2,375.97)	-0.10 %	(\$16,482.81)	-0.08 %	(\$1,141.29)	-0.05 %	(\$9,151.56)	-0.05 %
Cash Over & Short								
8699	\$61,810.30	2.58 %	\$394,239.08	2.00 %	\$36,204.50	1.51 %	\$325,743.21	1.65 %
Spec Activity/Cater								
Other Revenue	\$59,434.33	2.48 %	\$377,756.27	1.92 %	\$35,063.21	1.46 %	\$316,591.65	1.60 %
Total Revenue	\$2,396,976.11	100.00 %	\$19,704,149.00	100.00 %	\$2,404,490.79	100.00 %	\$19,754,293.59	100.00 %
Expense								
Food Purchases & Govnmt								
4700	\$574,228.57	23.96 %	\$6,559,719.61	33.29 %	\$866,042.40	36.02 %	\$7,048,936.40	35.68 %
Food Purchases								
Food Purchases & Govnmt	\$574,228.57	23.96 %	\$6,559,719.61	33.29 %	\$866,042.40	36.02 %	\$7,048,936.40	35.68 %
Supplies								
4300	\$13,557.40	0.57 %	\$161,761.57	0.82 %	\$9,192.03	0.38 %	\$467,033.27	2.36 %
Materials & Supplies								

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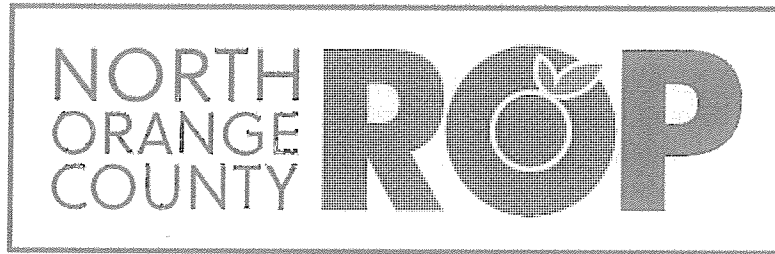


Statement of Revenue and Expense Anaheim Union High School District

	Period 10 Ending in 04/30/2019				Period 10 Ending in 04/30/2018			
	Monthly	%	YTD	%	Monthly	%	YTD	%
4400	\$0.00	0.00 %	\$105,042.67	0.53 %	\$37,754.00	1.57 %	\$116,052.81	0.59 %
Noncapitalized Equipment-Under \$5000								
4790	\$67,908.30	2.83 %	\$639,135.73	3.24 %	\$70,065.20	2.91 %	\$335,659.81	1.70 %
Supplies (Food)								
Supplies	\$81,465.70	3.40 %	\$905,939.97	4.60 %	\$117,011.23	4.87 %	\$918,745.89	4.65 %
Salaries								
2200	\$771,520.98	32.19 %	\$6,605,892.42	33.53 %	\$739,925.14	30.77 %	\$6,382,094.20	32.31 %
Classified Salaries								
2300	\$45,443.17	1.90 %	\$453,717.83	2.30 %	\$43,784.49	1.82 %	\$417,015.35	2.11 %
Class.Sup/Admin Salaries								
2400	\$40,267.61	1.68 %	\$416,466.16	2.11 %	\$44,333.74	1.84 %	\$368,948.14	1.87 %
Clerical/Office Salaries								
2550	\$12,339.00	0.51 %	\$111,051.00	0.56 %	\$12,429.00	0.52 %	\$111,861.00	0.57 %
Food Service Vacation Pay								
Salaries	\$869,570.76	36.28 %	\$7,587,127.41	38.51 %	\$840,472.37	34.95 %	\$7,279,918.69	36.85 %
Benefits								
3202	\$119,598.20	4.99 %	\$1,060,348.70	5.38 %	\$98,133.06	4.08 %	\$869,957.97	4.40 %
PERS, Classified Position								
3302	\$64,255.06	2.68 %	\$563,510.10	2.86 %	\$62,259.26	2.59 %	\$542,012.48	2.74 %
OASD/MED/Classified Position								
3402	\$206,958.59	8.63 %	\$2,036,915.68	10.34 %	\$204,065.24	8.49 %	\$1,967,767.62	9.96 %
Hlth/Welfare, Classified								
3502	\$428.69	0.02 %	\$3,741.74	0.02 %	\$415.74	0.02 %	\$3,605.57	0.02 %
SUI, Classified Position								
3602	\$20,881.53	0.87 %	\$182,418.76	0.93 %	\$19,165.03	0.80 %	\$166,229.12	0.84 %
Workers Comp, Classified								
Benefits	\$412,122.07	17.19 %	\$3,846,934.98	19.52 %	\$384,038.33	15.97 %	\$3,549,572.76	17.97 %
Other Expenses								
5200	\$1,254.48	0.05 %	\$11,270.22	0.06 %	\$1,441.98	0.06 %	\$14,183.29	0.07 %
Travel & Conference								
5500	\$10,000.00	0.42 %	\$269,045.03	1.37 %	\$70,011.51	2.91 %	\$222,744.61	1.13 %
Operation & Housekeeping								
5600	\$5,086.41	0.21 %	\$97,839.13	0.50 %	\$5,074.73	0.21 %	\$56,123.81	0.28 %
Rental/Lease/Repair								
5712	\$0.00	0.00 %	\$0.00	0.00 %	\$910.19	0.04 %	\$2,006.79	0.01 %
Graphic Arts								
5800	\$2,878.42	0.12 %	\$145,284.27	0.74 %	\$0.00	0.00 %	\$141,068.89	0.71 %
Prof. Consult Service								
5900	\$116.37	0.00 %	\$23,790.75	0.12 %	\$233.52	0.01 %	\$21,550.67	0.11 %
Fax, Pager, Postage								
Other Expenses	\$19,335.68	0.81 %	\$547,229.40	2.78 %	\$77,671.93	3.23 %	\$457,678.06	2.32 %
Capital Outlay								
6500	\$0.00	0.00 %	\$132,095.15	0.67 %	\$213,184.46	8.87 %	\$274,643.49	1.39 %
Equipment- Over \$5000								
Capital Outlay	\$0.00	0.00 %	\$132,095.15	0.67 %	\$213,184.46	8.87 %	\$274,643.49	1.39 %
Total Expense	\$1,956,722.78	81.63 %	\$19,579,046.52	99.37 %	\$2,498,420.72	103.91 %	\$19,529,495.29	98.86 %
Net Profit (Loss)	\$440,253.33	18.37 %	\$125,102.48	0.63 %	(\$93,929.93)	-3.91 %	\$224,798.30	1.14 %

Show all data

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JOINT POWERS AGREEMENT

In consideration of the mutual covenants hereinafter set forth, that certain JOINT POWERS AGREEMENT entered into by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT, the BREA OLINDA UNIFIED SCHOOL DISTRICT, the FULLERTON JOINT UNION HIGH SCHOOL DISTRICT, the PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT and the LOS ALAMITOS UNIFIED SCHOOL DISTRICT to establish a Regional Occupational Program in the North Orange County Region comprising the same geographic area as said school districts hereby their JOINT POWERS AGREEMENT effective July 1, 2019, as follows:

WITNESSETH:

WHEREAS, it is to the mutual benefit of the school districts participating herein and in the best interest of the public for said participating school districts to establish a Joint Powers Agreement to accomplish the purpose hereinafter set forth; and

WHEREAS, due to the results of the survey specified in the Section 52302 of the Education Code of California, the school districts participating herein have determined that there is a need to broaden career technical education in said North Orange County Region and for a Regional Occupational Program and instructional facilities to be made available therein; and

WHEREAS, the development, organization, and implementation of such a program is of such magnitude that it is necessary for the participating school districts to join together in this Joint Powers Agreement in order to accomplish the purpose hereinafter set forth; and

WHEREAS, the school districts participating in this Joint Powers Agreement are legally authorized under Sections 52300 et seq. of the Education Code of California to perform the functions relative to career technical education hereinafter set forth; and

WHEREAS, in enacting said statutes the California Legislature recognized that career technical education programs might achieve great flexibility of planning, scope, and operation by the conduct of such programs in a variety of physical facilities at various training locations; and

WHEREAS, it was the further intent of the California Legislature that Regional Occupational Programs provide career technical education instruction related to the attainment of skills so that trainees are prepared for gainful employment in the area for which training was provided, or are upgraded, so they have the higher level skills required because of new and changing technologies or so they are prepared for enrollment in more advanced training programs;

NOW, THEREFORE, the parties mutually agree as follows:

1. EFFECT AND TERM OF AGREEMENT: This Joint Powers Agreement shall become effective and binding upon the five participating school districts. All previous agreements between the parties shall be canceled and superseded by this Joint Powers Agreement upon execution hereof by the duly authorized representatives of each of said school districts and approval hereof by the Orange County Superintendent of Schools and the State Board of Education. This Agreement shall continue in effect until terminated as hereinafter provided.

Additional school districts may enter into this Agreement as participants subject to approval and conditions agreed upon by the requesting school district, the participating school districts, and approved by the Orange County Superintendent of Schools, and the State Board of Education.

2. ESTABLISHMENT AND NAME OF PROGRAM: A separate joint powers entity is hereby established and is named and shall hereafter be known as the NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM, herein referred to as the "PROGRAM."
3. PURPOSE OF PROGRAM: The purpose of the PROGRAM, acting under the governance of its Board of Trustees, shall be to determine the career technical education needs of the participating school districts and to develop and maintain a Regional Occupational Program to serve those needs.
4. BOARD OF TRUSTEES: The PROGRAM conducted under this Agreement shall be governed by a Board of Trustees, hereinafter referred to as the "Board." The Board shall consist of seven members, including one duly designated representative of each of the unified school districts participating in the Agreement and two duly designated representatives of each of the union high school districts participating in this Agreement. The Board shall be responsible to the participating school districts for program development, policy formulation, and program implementation to meet the career technical education needs of said school districts.
 - (a) Officers of the Board: The Board, at its initial and subsequent organizational meetings, shall elect from its membership a President and a Vice President/Clerk who shall serve for concurrent terms of one year or until the election of their successors. The Superintendent of the PROGRAM shall be the Secretary of the Board.
 - (b) Term of Office: Each member of the Board shall serve for a term of four years, except as hereinafter provided. A member of the Board may be appointed to serve successive terms.

The terms of office of members of the Board shall be staggered. The three-four year terms which commenced on April 1, 1975, shall have successive four-year terms commencing in December 1979. The three two-year terms which commenced on April 1, 1975, shall have subsequent four-year terms expiring in December 1981, with successive four-year terms thereafter.

The first term of office of the member of the Board from the LOS ALAMITOS UNIFIED SCHOOL DISTRICT shall commence on July 1, 1980, and expire in December 1983, with successive four-year terms thereafter.

Interim vacancies on the Board shall be filled by the appropriate school district for the balance of the unexpired terms. In the event, legislation is enacted changing the month of the year during which school districts shall hold their annual organizational meetings, the terms of office of all members of the Board shall be extended to the newly-designated month of the following year.

- (c) Statement of Facts: As provided in Section 53051 of the Government Code of California from time-to-time the Board shall file a required Statement of Facts with the Secretary of State and with the Orange County Clerk.
- (d) Meetings: An organizational meeting of the Board will be held each year during the same month as the annual organizational meetings of the participating school districts, but subsequent thereto. At the organizational meeting, the Board shall adopt a calendar of its regular meetings for the ensuing year. The hour, time and place of such regular meetings shall be fixed by the Board.

The Board shall hold special meetings when deemed necessary.

All meetings of the Board shall be called, held, and conducted in accordance with the terms and provisions of, The Ralph M. Brown Act, Chapter 9 (Sections 54950 et seq.) of the Government Code of California, as amended, or in such manner not inconsistent therewith as may be determined by the Board from time-to-time.

Except as otherwise provided or permitted by law, all meetings of the Board shall be open and public. The Board shall cause minutes of its public meetings to be kept and shall promptly transmit to the governing board of each of the participating school districts true and correct copies of the minutes of such meetings.

- (e) Quorum: Four or more members of the Board shall constitute a quorum for the conduct or transaction of business of the Board.
- (f) No action of the Board shall be valid unless a majority of the Board members constituting all of the membership of the governing board concur therein by their votes.
- (g) Alternates: Each of the five participating school districts shall designate an alternate representative of the district for each regular representative who is duly designated by it to serve as a member of the Board. Such designation shall be filed in writing in the office of the Secretary of the Board. If any such regular representative is absent from any meeting or meetings of the Board, the designated alternate for such absent representative may attend such meeting or meetings and during same shall have the same rights, duties and privileges as the absent representative of such district would have if present, except that such alternate shall not then succeed to any office on the Board, which such absent representative then holds.

5. SUPERINTENDENT

- (a) Responsibilities: The Superintendent of the PROGRAM shall be employed by the Board and shall be responsible to the Board for the development and operation of the PROGRAM in accordance with Board policies and all applicable laws, rules, and regulations.
- (b) The Superintendent will be responsible for adhering to the Professional Governance Standards as delineated in Board Policy 2412 (a).

6. POWERS OF THE PROGRAM: Subject to the restrictions set forth in this Agreement or otherwise imposed by the participating school districts or by law, the PROGRAM shall have the following powers: To make and enter contracts, to employ agents and employees, to acquire, construct, manage, maintain, use, and operate any building, works or improvement, and to acquire, hold, lease or dispose of real and personal property.

7. OPERATION OF SPECIFIC PROGRAMS: The Board shall adopt specific programs to carry out the functions set forth in Sections 52300 et seq. of the Education Code of California as amended from time to time.

As provided in Section 52305 of the Education Code of California, specific programs may be established pursuant to Section 52301 of said code to provide day, including Saturday and Sunday, and evening full-time and part-time career technical education programs for minors and adults, the year around. Career technical training programs may include the establishment and operation of a sheltered workshop. The PROGRAM may also establish and operate such business, commercial, trade, manufacturing, or construction activities as will best serve the aims and purposes of career technical education. Such activities may include the sale of products or services to private or public corporations or companies, or to the general public.

The PROGRAM may establish and operate, fee-based, career technical education programs to adult students and other out of district high school students.

- 8. PUPIL TRANSPORTATION: The Board may provide transportation for pupils assigned to or enrolled in the PROGRAM.
- 9. FISCAL DUTIES AND RESPONSIBILITIES: The Orange County Department of Education is designated as the depositary and custodian of all monies of the PROGRAM.

Any and all expenditures of such money shall be authorized by the Board.

The Board shall exercise authority to incur obligations in excess of the funds which are appropriated annually for use by the PROGRAM in accordance with AB 1200.

The Board shall make an annual fiscal report to each participating school district, accounting for all PROGRAM receipts and disbursements. Such report shall be made within 100 days after the end of each fiscal year.

- (a) Budget: The Board shall adopt a budget for each fiscal year which is prepared in accordance with the applicable provision of the Education Code of California. The proposed budget shall be prepared under the direction of the Superintendent of the PROGRAM in cooperation with

the participating school districts. Such budget shall reflect the career technical education needs of the participating school districts as determined by the Board.

- (b) Operating Funds from Participating School Districts: The PROGRAM (in an amount as determined by Appendix A), shall receive annual operating funds from each of the participating districts class periods offered zero through seventh periods at the participating school district school site.

Beginning in the 2019-2020 school year, any funded COLA increase applied to the district's base grant shall also be applied to the PROGRAM'S section costs or such greater amount as all of the participating school districts may agree to provide for the operation of the PROGRAM from time to time.

In the event of any major funding changes (including deficits, deferrals, or funding reductions) the parties agree to meet and review the impact to the JPA and to the districts to determine if changes to the agreement should be made.

Notification of class section reductions shall be made and provided in writing to the PROGRAM by February 15, preceding the fiscal year the reductions will be implemented. All districts will be notified of changes to the section count of each district by March 15.

- (c) Audit: The Board shall require the books and accounts of the PROGRAM to be audited at least annually in the manner provided by law.
 - (d) Employee Bonding: The Board may require each employee of the PROGRAM, whose duty it is to handle funds of the PROGRAM, to be bonded under a suitable bond indemnifying the PROGRAM against loss. Such bond may be a name schedule bond, schedule position bond, or blanket bond, and shall be in such amount and type as the Board shall consider necessary and desirable. The Board shall pay from the funds of the PROGRAM the cost of the premium necessary to provide the bond.
 - (e) Other Funding: The Board shall have the authority to contract for funds for the PROGRAM to be used in any manner consistent with the purposes and provisions of this Agreement. As provided by law, the Board shall have the power and authority to receive, accept and utilize all funds and property, whether from private or public agencies.
 - (f) Contributions: The Board shall have the authority to accept and utilize personal services offered by individuals, organizations or agencies, including any participating school district, and to accept and utilize property, real, personal or mixed, offered by any individuals, organizations, or agencies, including any participating school district. Such authority shall be exercised in a manner which is consistent with law and the purposes and provisions of this Agreement.
10. LIABILITY INSURANCE: The PROGRAM shall provide necessary insurance to provide coverage in accordance with State law in regards to liability. Notwithstanding the provisions of Education Code section 51769, it shall be the responsibility of the PROGRAM, rather than the Districts, to provide Workers' Compensation insurance coverage to students who are receiving community classroom and internship training through the PROGRAM.

The Districts shall, at their own expense, carry sufficient insurance to ensure against liabilities, errors, and omissions arising out of its performance. The Districts shall, at its own expense, obtain and maintain in force during the term of this Agreement the following insurance: (1) a policy of comprehensive single-limit general liability insurance, insuring the District and the other Participating Districts against claims and liabilities arising out of District's performance of this Agreement, (2) a policy of automobile insurance covering any owned, non-owned, leased, or hired automotive equipment used by the District or its employees in connection with District's performance of this Agreement, (3) a policy of public officials errors and omissions insurance, and (4) a policy of pollution liability insurance. The minimum coverage for all insurance shall be not less than three million dollars (\$3,000,000) Combined Single Limit and at least as broad as the Insurance Service Office (ISO) Forms (CG 00 01 and CA 00 01) for bodily injury, death and property damage as a result of any one occurrence and a three million dollars (\$3,000,000) general aggregate policy (to be adjusted upward as deemed appropriate). That insurance shall name Participating Districts, their employees, trustees, and agents, as additional insureds. The District shall provide a certificate of insurance, including an endorsement that names all of the Participating Districts as additional insureds, to each Participating District, upon execution of this Agreement and upon request of any of the Participating Districts during the term of this Agreement, evidencing this coverage in a form satisfactory to the Participating Districts. Liability insurance shall continue throughout the term of this Agreement.

The District shall ensure that appropriate and adequate Workers' Compensation insurance covering all persons employed by the District or engaged in the performance of this Agreement is in effect at all times during the term of this Agreement, and shall comply with all provisions of law applicable to District with respect to obtaining and maintaining Workers' Compensation insurance. Prior to the commencement and any renewal of this Agreement, or of any Workers' Compensation insurance policy, and upon the request of any of the Participating Districts, District shall provide the Participating Districts, as evidence of this required coverage, a certificate of insurance in a form satisfactory to the Participating Districts, providing that coverage shall not be canceled or reduced without thirty (30) days prior written notice to the Participating Districts.

The District shall provide endorsements requiring each insurer to provide each of the Participating Districts thirty days prior written, a notice of cancellation, alteration or reduction in coverage. All insurance of the District shall be primary, and any insurance policy or self-insurance procured by the Participating Districts be secondary. All District insurance policies shall contain a cross liability endorsement. The Participating Districts shall have the right to reassess and increase the policy limits for all insurance every three years. All SIRs and/or deductibles shall be disclosed to all Participating Districts. All insurance shall be with carriers approved by the Participating Districts. At least thirty (30) days prior to the expiration of each insurance certificate, and every subsequent certificate, District shall deliver to the Participating Districts a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described in this Liability and Indemnity Section.

11. HOLD HARMLESS: The PROGRAM shall defend, indemnify, save and hold harmless the districts, its officers, directors, and employees from and against all obligations, claims or liabilities of any kind, including costs and attorneys' fees that may arise out of any negligent or intentional

acts or omissions of any agent or employee of the PROGRAM. This shall include any acts of sexual abuse alleged against any agent or employee of the PROGRAM.

Each member district shall defend, indemnify, save, and hold harmless the PROGRAM, its officers, directors, and employees from and against all obligations, claims or liabilities of any kind, including costs and attorneys' fees that may arise out of any negligent or intentional acts or omissions of any agent or employee of the district. This shall include any acts of sexual abuse alleged against any agent or employee of the district.

12. WITHDRAWAL OF PARTICIPATING SCHOOL DISTRICT: Upon written notice (of not less than one year) given to all other participating school districts prior to the close of any fiscal year, any participating school district may withdraw from its status as a participant of the PROGRAM as of the end of the subsequent fiscal year in which such notice is given. A withdrawing school district will incur no liability for any obligation incurred by the PROGRAM after the date of submission of its notice of withdrawal, provided that such withdrawal is completed by the end of such fiscal year. No such notice of withdrawal may be revoked after submission without the consent of all other participating school districts.

In the event that a participating school district withdraws from this PROGRAM and desires to retain any personal property owned by the PROGRAM and located within the geographical area of the withdrawing school district, such district shall first reimburse the PROGRAM in an amount equal to the then reasonable value of such personal property as determined by the Board, subject to such offset or adjustment, if any, as shall be determined the Board to be the fair and reasonable value of the withdrawing school district's contributed share of the acquisition cost to the PROGRAM of such personal property.

A withdrawing district shall not be entitled to any reimbursement for, nor shall it retain any interest in real property to which the ROP has a title.

13. DISSOLUTION OF PROGRAM:

(a) Distribution of Property: In the event of the dissolution of the PROGRAM, or the complete rescission or other final termination of the Agreement by all participating school districts, any and all surplus property remaining in the PROGRAM under control of the Board following a discharge of all the obligations of the PROGRAM, shall be distributed in kind to the school districts then participating in the PROGRAM. Such surplus property shall be apportioned among such school districts on the basis of the then fair market value of such property and in proportion to the net pro rata contributions made to the PROGRAM by each such school district that is a member at the date of resolution.

(b) Arbitration: Distribution on the foregoing basis shall be made as said school districts shall agree, or, if they do not agree, by an arbitrator to be appointed by the Orange County Superintendent of Schools. The expenses and compensation of such arbitrator shall be shared equally by the school districts participating in the arbitration. Each such school district shall pay the expenses and compensation of any witnesses it calls.

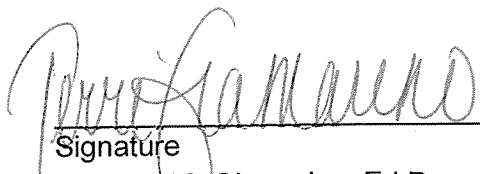
(c) Winding Up: The addition or withdrawal of one or more school districts as participants in the PROGRAM shall not cause and shall not be deemed to be a dissolution of the PROGRAM

or termination of this Agreement. The power and authority of the Board shall continue until a termination of this Agreement and the winding up of the affairs of the PROGRAM.

14. **SEVERABILITY:** Should any portion, term, condition, or provision of this Agreement be determined by any court of the competent jurisdiction to be illegal or in conflict with any law of the State of California or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

APPROVALS:

_____	<u>7/12/19</u>	<u>7/11/19</u>
Signature	Date	Date of Board Approval
SUPERINTENDENT OR DESIGNEE	Dr. Jaron Fried	
ANAHEIM UNION HIGH SCHOOL DISTRICT		

 _____	<u>6-5-19</u>	<u>6-5-19</u>
Signature	Date	Date of Board Approval
Theresa M. Giamarino, Ed.D.		
SUPERINTENDENT		
NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM		

Joint Powers Agreement – Appendix A

North Orange County Regional Occupational Program Operating and Funding Agreement for the 2019-2020 School Year

ANAHEIM UNION HIGH SCHOOL DISTRICT

Maximum Number of Sections	Projected Total Number of Sections ¹	Cost per Section ²	Prior ROP-Generated Adult ADA Funding ³	Projected Total Annual Cost for District	Projected Monthly Invoice Amount for District
256	255.8	\$25,008	\$198,102	\$6,595,148	\$659,515

¹Projected Total Number of Sections is based on allocation from the 2018-2019 school year, unless reductions were requested in writing prior to February 15, 2019.

²Cost Per Section is based upon the 2018-19 per section cost increased by the 3.26% COLA planning factor from the School Services Dart Board; however, the actual cost will be determined by the funded COLA to the DISTRICT's base grant. Calculations are current as of May 5, 2019.

³Prior ROP Generated Adult ADA Funding (which was rolled into the District's base LCFF grant) will end in 2019-2020.

THE DISTRICT:

1. Requests for additional sections must be in writing and authorized by the Superintendent or designee of the District and include budget verification by the Chief Business Officer.
2. Requests for additional instructional sections should be provided in writing to the Assistant Superintendent of Educational Services, Mr. Dana Lynch (dlynch@nocrop.us).
3. As noted in Section 9 (b) of the JPA, notification of total class section reductions by the DISTRICT shall be made and provided in writing to the PROGRAM by **February 15th**, proceeding the fiscal year the reductions will be implemented.

THE PROGRAM:

1. The PROGRAM Educational Services Division will provide a Section Count document each semester. The document will reflect the breakdown of PROGRAM sections by pathway and instructor for each campus.
2. The PROGRAM shall be responsible for invoicing the DISTRICT ten (10) equal monthly amounts, September through June.
3. A final version of the Appendix A document will be updated by the PROGRAM and provided to the DISTRICT by **May 30th** of each year.

BOTH THE DISTRICT AND THE PROGRAM:

1. A change in the type of program offered by the PROGRAM to the DISTRICT may be made at any time, with the written approval from the Educational Services Assistant Superintendents, from both the DISTRICT and the PROGRAM.
2. In the case of a new instructional program, or an existing program that requires a significant upgrade financial investment, the DISTRICT and the PROGRAM will determine what additional one-time and/or ongoing funding is required.
3. A periodic review of the per section cost funding model by the Chief Business Officers for the JPA member DISTRICTS and the PROGRAM is recommended every three (3) years. The next scheduled review is **November 2019** or sooner.

The multi-year projection reflected in the table below is for planning purposes and includes the Funded COLA increases as projected by the School Services Dart Board for the 2019-2020 Governor's Proposed Budget.

School Year	Projected Total Number of Sections	COLA Planning Factor	Cost Per Section	Total Projected Annual District Cost	Monthly Projected District Invoice Amount
2020-2021	255.8	3.00%	\$25,758	\$6,588,896	\$658,890
2021-2022	255.8	2.80%	\$26,479	\$6,773,328	\$677,333

MEMORANDUM OF UNDERSTANDING 2019-2020

This is a Memorandum of Understanding between the **Constitutional Rights Foundation, Orange County (“CRF-OC”)** and the **Anaheim Union High School District (“AUHSD”)** to provide the CRF-OC Juvenile Peer Court Program (“Peer Court” or the “Program”). Peer Court is a unique juvenile crime diversion program that offers both a second chance to first-time juvenile offenders who have committed misdemeanor level offenses and a valuable educational experience to junior high and high school students in Orange County. The Program is designed to change illegal activities of juvenile offenders, provide restorative justice for families and the community, and teach individual accountability and responsible decision-making. Peer Court serves as an opportunity to make a positive impact on the lives of juvenile offenders, as well as the Peer Court jurors and the student observers and audience members (*see* Peer Court Program Description attached hereto as Addendum A).

It is expressly understood and agreed by and between CRF-OC and AUHSD as follows:

1. Purpose: The purpose of this Memorandum of Understanding is to continue the relationship between the parties as set forth in the Memorandum of Understanding for the 2017-2018 academic year.
2. Term: This Memorandum of Understanding shall be in effect from September 1, 2019 to August 30, 2020, unless earlier terminated by either party upon giving sixty (60) days written notice.

3. Goals:

Peer Court Sessions: During the 2019-2020 academic year, a total of eight (8) Peer Court sessions will be coordinated and administered at conventional high school and/or junior high school campuses in the Anaheim Union High School District. High school and junior high school students enrolled at any AUHSD campus will be eligible to participate in any of the sessions and also will be eligible to participate in CRF-OC Peer Court sessions held in summer 2019 at the Central Justice Center, Santa Ana.

- **AUHSD school sites** will be determined by AUHSD.
- **Scheduling of AUHSD Program dates** will be at the mutual agreement of the parties with the goal of scheduling four (4) sessions in each academic semester (fall and spring).
- **Each AUHSD Peer Court session will include** a minimum of one (1) case and a maximum of three (3) cases, unless otherwise agreed by the parties.

° AUHSD understands and agrees that Peer Court cases are screened, selected and referred to the Program by third-party agencies, including the Orange County Probation Department and Waymakers, and that the number of cases scheduled in any given session is contingent upon the referral of appropriate cases by these various agencies.

4. Description of Services:

It is agreed that CRF-OC will:

a) Work closely with designated AUHSD representatives to schedule and deliver a total of eight (8) Peer Court sessions during the 2019-2020 academic year at times mutually agreeable to both parties. CRF-OC will make every reasonable effort to accommodate scheduling requests of AUHSD and to prioritize any such requests over those of other school districts/sites participating in the Program. AUHSD understands and agrees that CRF-OC may need to cancel a given Peer Court session on late notice due to unanticipated circumstances involving the presiding judge and/or juvenile offenders. In the event a Peer Court session needs to be cancelled, CRF-OC will provide AUHSD with as much advance notice as possible (telephone and email) and work diligently with AUHSD to reschedule the cancelled session. (See Tentative Schedule for the 2019-2020 Academic Year attached hereto as Addendum B.)

b) Facilitate day-to-day Program management and coordinate and administer Peer Court sessions with all collaborative Program partners, including the Orange County Superior Court, Orange County Probation Department, Waymakers, Orange County District Attorney's Office, Orange County Department of Education, local police departments, Peer Court Program Committee, local law firms and volunteer attorneys and community members. This includes coordinating with case referral agencies to schedule and confirm appropriate cases and the appearance of the juvenile offenders selected to participate and recruiting, training and scheduling judges to preside at each Peer Court session and volunteer attorneys to serve as legal advisors to Peer Court jurors. All juvenile offenders will be currently attending a school (either within or outside of the AUHSD) other than the school site at which his/her case is being presented and will be accompanied by a parent or guardian.

c) Provide on-site coordination and administration of Peer Court sessions, working with AUHSD school administrators, educators and staff to ensure the provision of appropriate and adequate facilities and a pool of students to serve as Peer Court jurors, bailiffs and audience members. At least one (1) Peer Court Program staff member will be present at each session and will provide appropriate orientation to juvenile

offenders, parents/caretakers, Peer Court jurors and bailiffs, and students in the audience and will assist AUHSD representatives in supervising the session to ensure it is conducted in an orderly manner. It is intended that a courtroom atmosphere be maintained to reflect the purposes behind the Peer Court Program.

d) Provide AUHSD with promotional materials such as flyers, email notifications, etc., for the purpose of publicizing the Peer Court sessions at school sites.

e) Assist AUHSD in the development of a method for Program evaluation/assessment to determine the effectiveness of the Peer Court experience and to encourage reflection and personal growth by participating students. CRF-OC will collect and compile the evaluation data and present findings to AUHSD on an annual basis. Participation in the evaluation process will be strongly encouraged of students, parents, educators and administrative staff participating in the Program.

It is agreed that AUHSD will:

a) Designate and authorize appropriate AUHSD representatives, including educators and/or administrative staff at school sites, to work with CRF-OC to schedule, coordinate and administer Peer Court sessions. One or more AUHSD representatives will be present at each Peer Court session with authority to supervise the session.

b) Provide appropriate and adequate facilities at each school site to hold each Peer Court session(s). Generally, appropriate facilities include a "courtroom" with sufficient capacity to seat fifty (50) or more students and two (2) "deliberation" classrooms.

c) Make dedicated and diligent efforts to publicize Peer Court sessions within the district and at school sites and to recruit students to serve as Peer Court jurors, bailiffs and audience members with the goal of securing the largest student attendance possible at each session. The parties understand and agree that it is desirable to have a minimum of fifty (50) students in the audience.

d) Ensure compliance with fire codes and other regulations governing assemblies in or on school property.

e) Ensure that student behavior at Peer Court sessions is appropriate to being in a court of law.

f) Provide CRF-OC with a minimum of twenty-four (24) hours' notice (telephone or email) in the event of problems or concerns or the need to cancel or reschedule any Peer Court session.

g) Support the success and effectiveness of the Peer Court Program and to this end communicate and collaborate with CRF-OC on a regular basis.

5. Program Budget:

a) The total Program budget is forty-nine thousand, seven hundred and ten dollars (\$49,710). The budget includes a proportionate cost of salaries for CRF-OC staff members assigned to the Program and CRF-OC operational expenses directly related to the Program. (See Peer Court Program Budget attached hereto as Addendum C).

b) The Program budget represents the cost to CRF-OC to manage and implement twenty-three (23) Peer Court sessions at sixteen (16) participating high schools and junior high schools throughout Orange County and three (3) Peer Court sessions at the Central Justice Center in Santa Ana during the 2019-2020 year. CRF-OC will be providing thirty percent (30%) of the Peer Court sessions to AUHSD directly.

c) AUHSD will pay to CRF-OC the total amount of eight thousand dollars (\$8,000) payable by June 1, 2020. The total amount reflects sixteen percent (16%) of the total Program Budget and a cost of twenty dollars (\$20) per student (assuming fifty (50) student attendees per session) to AUHSD. As student participation increases, the cost per student to AUHSD decreases as follows:

<i>Average Student Attendance Per Session</i>	<i>Total Number of Student Attendees</i>	<i>Cost Per Student Attendee</i>
50	400	\$20.00
75	600	\$13.33
100	800	\$10.00

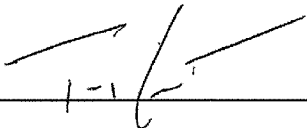
d) If fewer than eight (8) sessions are completed or scheduled to be completed during the term of this agreement, the amount owed will be adjusted to reflect the actual number of sessions.

e) CRF-OC is a non-partisan, non-profit education organization, Federal Tax ID #33-0068500, and is tax-exempt under Section 501(c)(3) of the Internal Revenue Code.

In witness whereof, this Memorandum of Understanding has been executed by the parties hereto:

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

Date 7/12/19



Constitutional Rights Foundation, Orange County

Date 5/7/2019

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Addendum A: Peer Court Program Description

Peer Court is a unique juvenile crime diversion program that offers both a second chance to first-time juvenile offenders who have committed misdemeanor level offenses and a valuable educational experience to all high school students in Orange County.

Peer Court sessions are held on high school campuses across Orange County. Sitting judges preside, attorneys advise and high school students designated as “jurors” assess the cases presented and assign appropriate sanctions. Students in the audience observe and participate in an interactive curriculum, learning about the juvenile justice system and the importance of making responsible decisions. Peer Court is an extremely cost effective program and has proven to be a successful strategy for preventing repeat offenses.

Program benefits include:

- *Community Policing:* Juvenile Crime Diversion helps promote a positive perception of the Police Department in the community by linking families to resources and providing parents tools to deal with problem behavior in the future instead of just punishing the offender.
- *Reduced Recidivism:* Juvenile Crime Diversion helps reduce recidivism by strengthening protective factors in families through educational tools, resources and support to work through the youth's delinquent behaviors.
- *Restorative Justice:* Juvenile Crime Diversion impacts the lives of victims and offenders by supporting a Restorative Justice approach where offenders are encouraged to take responsibility for their actions and repair the harm done to victims or communities often promoting civic duty, gaining a sense of community and learning job skills through community service in the process.

**Addendum B:
Tentative Schedule for 2019-2020 Academic Year**

The proposed dates are tentatively scheduled and subject to change due to case availability or other unforeseen circumstances.

Session #	Date	Site
1	9/18/19	Anaheim High School
2	10/2/19	Loara High School
3	10/23/19	Dale Jr. High School
4	11/5/19	Savanna High School
5	2/5/20	Lexington Jr. High School
6	2/12/20	Anaheim High School
7	2/26/20	Loara High School
8	3/17/20	Savanna High School

**Addendum C:
Peer Court Program Budget**

This budget represents the estimated cost to CRF-OC to manage and implement twenty-three (23) Peer Court sessions at sixteen (16) participating junior high and high schools throughout Orange County and three (3) Peer Court sessions at the Central Justice Center in Santa Ana during the 2019-2020 year. CRF-OC will be providing thirty percent (30%) of the Peer Court sessions to AUHSD directly.

Expenses	
<i>Employee Expenses (Salaries, Benefits, and Taxes)</i>	27,165
<i>Program Expenses</i>	
Facilities	2,100
Travel	500
Partnership Development	900
Graphic Design	300
Marketing/Printing	850
Materials	700
<i>Program Operating Expenses</i>	
Bank Fees	100
Computer Equipment & Support	1,300
Maintenance Contracts	1,450
Insurance	1,080
Maintenance/Repairs	20
Payroll Services	180
Professional Services	2,900
Rent	7,000
Supplies	1,200
Taxes/Licenses	60
Telephone	1000
Utilities	160
Website Maintenance	445
E-Communications	300
Total Expenses	<u>\$49,710</u>

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and Perry Passaro, Ph.D. hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services. The CONTRACTOR will provide the following services:
Evaluation and assessment of special education students and/or general education students that require a clinical evaluation and/or independent evaluation that is beyond the expertise of a credentialed educational psychologist.

DISTRICT will use funds for services provided to students from all school sites, as necessary.

Services shall be provided by Perry Passaro, Ph.D.

Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on July 12, 2019, and continue until June 30, 2020 as required by DISTRICT.
3. List of Other Supportive Staff or Consultants. Dr. Shanna Egans, Director, Student Support Services will manage CONTRACTOR as necessary.
4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: For threat evaluations or other complicated

Evaluations the District requires the expertise of a clinical psychologist. In some circumstances, credentialed educational psychologists are not trained nor have the necessary experience to make clinical determinations.

5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed fifty thousand dollars (\$50,000) which includes observation, assessment, reports, protocols, and associated costs of travel and attendance at IEP meetings, and other miscellaneous costs for services rendered pursuant to this Agreement. Compensation will be at an hourly rate not to exceed \$250 per hour for all hours reasonably expended. Expenses must be supported by appropriate documentation. Payment shall be made upon receipt of invoice from CONSULTANT.
6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.
7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR 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 CONTRACTOR's employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit A attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed

given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract. upon or in connection with the services called for in this AGREEMENT. however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, 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 DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of \$1 million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be

primary and any insurance carried by DISTRICT shall be excess and noncontributory.” No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
16. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will 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 this AGREEMENT.
18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.
20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall

not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. **Notice.** All notices or demands to be given wldcr this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Jaron Fried, Ed.D.
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

CONTRACTOR:

Perry Passaro, Ph.D.
Anxiety & Depression Center
1500 Quail, Suite 215
Newport Beach, CA 92660

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

22. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
23. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.
25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
- a. Exhibit A.

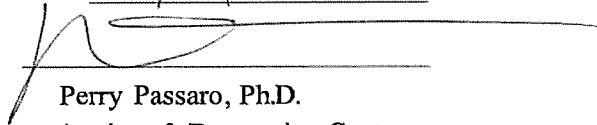
THIS AGREEMENT IS ENTERED INTO THIS 12TH DAY OF JULY 2019.

Anxiety & Depression Center

Anaheim Union High School District

Date: 4/10/19

Date: _____



Jaron Fried, EdD.
Assistant Superintendent
Educational Services Division
501 N. Crescent Way/P.O.Box 3520
Anaheim, CA 92803-3520

Perry Passaro, Ph.D.
Anxiety & Depression Center
1500 Quail, Suite 215 Newport
Beach, CA 92660

Please check one:

Independent Sole Proprietor	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
Other	<input type="checkbox"/>

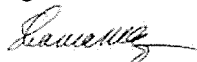
83-3654758

Federal Identification Number

*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



Date: 6/10/2019

Shanna M. Egans, Ed.D.
Director, Student Support Services
Anaheim Union High School District

Exhibit A

**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 independent contractor 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.

1MILLION PROJECT TERMS AND CONDITIONS

WHEREAS, the purpose of the 1Million Project is to connect one million high school students who do not have internet access at home today. The 1Million Project Foundation, together with Sprint plans to help bridge the homework gap for one million high school students who do not have reliable home access to the internet, by providing them with one free device and free wireless service for up to four years, as well as supporting school districts in obtaining additional devices for additional students if the district so chooses (the "1Million Project" or "Project"). The 1Million Project is intended to include students who are at least thirteen years old and in grades nine through twelve; and

WHEREAS, the 1Million Project Foundation and Sprint recognize that Members (defined below) may need access to additional devices in certain situations and may, as explained below, provide additional devices to offset any devices that are lost or stolen, as well as allow Members to determine whether Member or student may purchase additional devices (to replace lost or stolen devices) if they so choose; and

WHEREAS, the 1Million Project Foundation and Sprint are endeavoring to provide devices and wireless service to one million underserved high school students,

THEREFORE, the 1Million Project Foundation and Sprint agree to provide devices and wireless service, or wireless service for Member-purchased devices, which the Members agree to distribute to Students that Member has identified as eligible to participate in the 1Million Project, subject to the terms and conditions below.

1. GENERAL

- 1.1 Applicability.** These 1Million Project Terms and Conditions contain requirements that apply to all devices and Services that Sprint or the 1Million Project Foundation provides to Member under the 1Million Project and/or that Member receives or purchases from Sprint or the 1Million Project Foundation.
- 1.2 Devices.** The 1Million Project Foundation will endeavor to provide one wireless Device for each Student that Member identifies, and that the 1Million Project Foundation approves in its sole discretion, in the Device ordering process. Member may also purchase additional wireless devices (defined below as "Purchased Devices") for additional eligible students, if any. Member may also receive, subject to 1Million Project Foundation approval, a small surplus of Devices to be used if any Devices are lost or stolen. If Member has exhausted its surplus Devices, Member may elect to allow Students to purchase replacement wireless devices in certain situations (defined below as "Student Replacement Devices"). Purchased Devices and Student Replacement Devices may be, at the 1Million Project Foundation's discretion, made available at a reduced price. Wireless service can only be linked to a Product (as defined in Section 1.3 below) obtained through the 1Million Project Foundation for use in connection with the Project.
- A. Shipping; Title to Products.** The 1Million Project Foundation will ship Products to Member's chosen delivery location. Title and risk of loss to the Products passes to Member upon the Products' arrival at the delivery location (subject to Section 22 below). Member must provide accurate delivery information prior to shipment. Sprint and the 1Million Project Foundation disclaim any liability for changes made by Member after the shipment is initiated.
- 1.3 Definitions.** For the purposes of the Project and Agreement only, the following definitions shall control and supersede any conflicting definitions in the documents that make up the Agreement:
- A. "Activation Date"** means the date Member or Sprint (or the 1Million Project) activates the Product on the Sprint Networks.
 - B. "Active Unit" or "Line"** means an active piece of wireless Device, Student Replacement Device or Purchased Device.
 - C. "Agreement"** means these 1Million Project Terms and Conditions accepted by Member, documents incorporated by reference herein, and related Order(s).
 - D. "Commencement Date"** for the Order Term for each Member Line Plan means the Activation Date of the Device(s), Student Replacement Device(s) or Purchased Device(s) specified in the Order.
 - E. "Customer" or "Member"** means the Eligible School or Eligible School District, as applicable, working with the 1Million Project Foundation and Sprint to distribute devices to Students.
 - F. "Customer Line" or "Member Line"** means an Active Unit (i) activated by Member for end use by a Student (as defined herein), (ii) enrolled in a Plan, and (iii) for which Member is legally responsible.
 - G. "Device(s)"** means a piece of wireless-capable equipment and/or accessories that the 1Million Project Foundation provides at no cost to Members and/or Students.
 - H. "Eligible School" or "Eligible School District"** means a school or school district that meets the requirements to participate in the Project.
 - I. "1Million Replacement Equipment Pricing" or "1Million Equipment Price"** means the pricing or price for any devices (including Purchased Devices and Student Replacement Devices) that a Member or a Student may elect to purchase and that are eligible for use in the Project, and which shall not exceed the Suggested Retail Price (SRP) of the applicable device.

- J. “**Order**” means a written, electronic or verbal order, or purchase order, submitted or confirmed by Member in the Product ordering process that identifies the quantity of specific Products and/or Services Customer is requesting and any other information reasonably required by the Project.
- K. “**Plan**” means the Sprint wireless service plan available under the Project and specified in Section 24 of these 1Million Project Terms and Conditions.
- L. “**Product(s)**” means the Device(s), Purchased Device(s) and Student Replacement Device(s).
- M. “**Purchased Device(s)**” means an eligible piece of wireless capable equipment and/or accessories purchased by Member through the 1Million Project that does not qualify for the additional lost and stolen devices surplus described in Section 1.2, and is not expected to be returned to the 1Million Project Foundation if Member leaves the Program. All activation and use requirements apply to Purchased Devices.
- N. “**Service(s)**” means any service the 1Million Project Foundation or Sprint provides under this Agreement, including wireless services.
- O. “**Student(s)**” means the individuals from a low-income family **who do not have internet access at home**, who are in grades 9-12, who are 13 years of age or older to whom the Member provides an Active Unit.
- P. “**Student Replacement Device(s)**” means an eligible piece of wireless capable equipment and/or accessories purchased by Student through the 1Million Project at Student’s election in order to replace a lost, stolen or broken equipment or accessory where: (i) the Member’s additional lost and stolen devices surplus described in Section 1.2 is depleted; (ii) the Student’s previously issued equipment or accessory is outside of warranty coverage; and/or (iii) the Member determines in its discretion that replacement of the device by the Member is not appropriate or possible. Student Replacement Device(s) are not expected to be returned to the 1Million Project Foundation if Member leaves the Program or if Student is no longer eligible to receive Services. All activation and use requirements apply to Student Replacement Devices.
- Q. “**Ours**”, “**us**”, “**Sprint**”, and “**we**” means the 1Million Project Foundation and includes the Sprint contracting entity for this Agreement.
- R. “**You(rs)**” means a Student or Member participating in the 1Million Project.

2. PROJECT TERMS AND CONDITIONS

- 2.1 **Order Terms and Conditions.** Pricing and usage requirements and restrictions are set forth in Section 24 of these 1Million Project Terms and Conditions, and additional pricing, quantity and usage requirements and restrictions may also be set forth by the 1Million Project Foundation or Sprint in the Order. Member agrees that when identifying eligible students, Member is reasonably certain that such students do not have reliable internet access in the home, and that the 1Million Project will be the students’ primary source of internet connectivity. Member acknowledges that the participating Students will receive Products along with access to the internet for academic purposes to be used at home.
- 2.2 **Eligible Member in this Project/Students.** An Eligible Member in the Project is defined as an Eligible School or Eligible School District that: (i) meets all of the requirements of the Project identified in Section 21 and as posted at http://ecenter.custhelp.com/app/answers/detail-fullpage/a_id/2556, which are incorporated into the Agreement along with Member’s completed 1Million Project Application; and (ii) is approved by the 1Million Project Foundation in its discretion for participation in the Project. The intended end users of the Products and Services under the 1Million Project are exclusively Students.
- 2.3 **Resale.** Member acknowledges and agrees that this is a retail agreement for use only by Member and Students as set forth in the Agreement. Neither Members nor Students may resell or lease Products and/or Services under the Agreement. Notwithstanding the foregoing, Member may participate in the Sprint Wireless Recycling Project. In no event can Member charge a fee to, or seek reimbursement for Product costs from, Students in excess of the amount Member paid for the applicable Product.
- 2.4 **Privacy Policy.** Sprint’s Privacy Policy is available at www.sprint.com/privacy. The Privacy Policy governs Sprint’s use and disclosure of your personal information, and explains your information choices. Sprint may update the Privacy Policy from time to time and encourage you to review it frequently.
- 2.5 **Acceptable Use Policy.** When Member or Student uses Products or Services, Member and Student as applicable, must conform to the acceptable use policy posted at <https://www.sprint.com/en/legal/acceptable-use-policy>, as reasonably amended from time to time by Sprint. Customer will prevent third parties from gaining unauthorized access to the devices and Services via Customer’s facilities.
- 2.6 **Fraud Policy.** Sprint will notify Customer, and Customer will notify Sprint’s Customer Care department promptly, of any suspected fraudulent use of Products or Services. Customer will cooperate with Sprint in the investigation and resolution of the incident.
- 2.7 **Location Based Services.** If Customer downloads or accesses Location Based Services through wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose

as necessary the geographic location of Customer's Product(s) pursuant to the terms and policies of the Location Based Service purchased by Customer, including the Location Based Service provider's privacy policy. Customer must clearly, conspicuously and regularly notify all of its Students using Customer Lines upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of end users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.) and any other applicable laws. CUSTOMER WILL INDEMNIFY AND DEFEND SPRINT AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY END USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CUSTOMER LINES. Location Based Services are not available on the Sprint 4G Network.

2.8 Device Management Portal. Member may create online user accounts ("Delegate Accounts") that allow users to access, make changes, and manage Member's Project-related account through the Project's Device Management portal. Members will be able to activate Products, report eligibility, and perform Product swaps as contemplated by this Agreement. Member is responsible for creating, managing, and revoking Delegate Accounts. Neither the 1Million Project, the 1Million Project Foundation nor Sprint manages that process. By creating a Delegate Account, Member agrees that Delegate Account users are authorized by Member to access and make changes to Member's 1Million Project account. Member agrees that it will monitor its 1Million Project account and that Member is fully responsible for its account, including any changes made by Delegate Account users. Member agrees that it will indemnify and hold harmless the 1Million Project, the 1Million Project Foundation and Sprint, and their affiliates, and each of their respective directors, trustees, officers, employees and agents, from any claim or harm that may arise from a Delegate Account user's handling of Member's 1Million Project account and/or account information. Member will be responsible for keeping all information in the Device Management Portal current, including deleting inactive user accounts, and ensuring the status of all user accounts is kept current.

2.9 Precedence. If a conflict exists among provisions within the documents and incorporated terms and conditions that form the Agreement, the following order of precedence will apply:

- A. 1Million Project Terms and Conditions
- B. Member's completed 1Million Project Application

Furthermore, specific terms will control over general provisions.

3. TERM. The Agreement is effective as of the date the Member executes the Agreement ("Effective Date") through any printed or electronic statement, including on the web by electronically marking that Member has reviewed and accepted. These 1Million Project Terms and Conditions will apply as of the Effective Date of the Agreement and apply for the duration of the first full school year immediately following the Effective Date. The parties may mutually agree to renew these terms and conditions (as they may be amended by the parties at the time of such renewal) on an annual basis. In the event, no such renewal occurs, then the most recently signed version of the terms and conditions then in effect will continue to apply for as long as the 1Million Project Foundation and Sprint provide Products or Services to Member and/or a Student of Member. The Order Term (defined as the maximum length of Service for each Member/Line Plan) of each Member Line/Plan shall commence on the Activation Date and terminate the earlier of (i) up to 54 months from the Activation Date; or (ii) August 31 of a student's ninth grade class' graduation year as shown in the following example:

Grade	Maximum Length of Order Term
9	up to 48 months
10	up to 36 months
11	up to 24 months
12	up to 12 months

4. SERVICE; RESTRICTIONS. During the Term, Member will receive free wireless service on all Products as set forth in Section 24 of these 1Million Project Terms and Conditions, subject to all the terms and conditions of the Agreement, including, but not limited to, Product costs, any add-on services (e.g., additional high speed data), Product-related fees, Product-related surcharges, Product-related taxes, and any shipping fees for which Member does not hold a valid exemption. Such Product-related charges only apply to Purchased Devices and Student Replacement Devices.

5. WIRELESS SERVICE LIMITATIONS.

5.1 Telephone Numbers and Portability. Sprint may, with reasonable prior notice and for commercial reasons such as fraud prevention, regulatory requirements and area code changes, change the telephone number assigned to wireless Products. Customer does not have any right of possession or title to any telephone number, identification

number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law.

5.2 Call Limitations. Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services. Sprint will block international calling capability unless mutually agreed to by Sprint and Customer (for clarification purposes, Sprint is not obligated to provide international calling capability on Products in connection with free wireless Services for the Project). Caller identification information may not be available for all incoming calls.

5.3 Student Credentials.

- A. Each Student may only have one Member Line activated under his or her credentials at any given time.
- B. Member must enter a unique student identifier when populating the Student ID field. The unique student identifier may be something other than the Student's name, but must be identifiable by Member as relating to a specific Student. In the event of fraud on a given Member Line, Member agrees to provide assistance to Sprint and the 1Million Project Foundation in identifying the Student associated with that Member Line.

5.4 9-1-1 or Other Emergency Calls.

- A. **General.** For 9-1-1 calls, an emergency responder's ability to locate a caller using a wireless Product may be affected by various factors, including the type of wireless Product used, the Product's GPS capabilities, geography, or other factors such as the porting process. In some areas, and depending on the equipment deployed by the local public safety answering point ("PSAP"), 9-1-1 calls may be routed to a state patrol dispatcher instead of the local PSAP. Enhanced 9-1-1 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. A caller using a wireless Product should always be prepared to report precise location information to emergency responders. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include Customer's name, address, number, and the location of the user of the Service at the time of the call.
- B. **Wi-Fi Calling.** 9-1-1 service through Wi-Fi calling may not be available or may be limited compared to traditional 9-1-1 service due to a number of circumstances, including relocation of equipment, internet congestion or connection failure, loss of electrical power, delays in availability of registered location information, or other technical problems.
- C. **Text-to-9-1-1.** Text-to-9-1-1 service may allow standard SMS text message communication with a 9-1-1 operator, however text-to-9-1-1 is only available in certain limited areas where it has been requested and implemented by local public safety officials and is not available when Roaming. A text-to-9-1-1 message does not automatically provide precise location information to the 9-1-1 operator. Delivery or receipt of text to-9-1-1 messages is not guaranteed and messages may fail, be delayed or be out of sequence. A person using a wireless Product should always attempt to call 9-1-1 when possible in an emergency situation.
- D. **Inbound Call Blocking.** If Customer or other user chooses inbound call blocking, inbound call blocking may be removed for 24 hours following a 9-1-1 call so that public safety can attempt to call-back the Customer Line, if necessary. All other inbound calls may also be allowed during this time period. Removing inbound call blocking by request normally requires processing time. Sprint will make a good faith effort to complete the removal of inbound call blocking and may also cooperate with public safety to remove inbound call blocking, upon lawful request. Inbound call blocking may be restored after the 24-hour period. Customer will not be notified if inbound call blocking is removed or reinstated following a 9-1-1 call.
- E. **TTY Access.** TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 9-1-1 calls due to the limitations of the answering agency. A TTY-capable wireless Product should not be relied on for 9-1-1 calls.

5.5 Use of Sprint Wireless Data Services. For Products that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single Product. Use of Sprint wireless data Services is subject to any storage, memory or other Product limitation. Customer may not be able to make or receive voice calls while using data Services. Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer or other user may receive advertising, warnings and other messages, including broadcast messages. Certain third party applications may access, collect, use, or disclose Customer's or other user's personal information or require Sprint to disclose Customer's or other user's personal information to the Application provider or a designated third party. If Customer or other user accesses, uses, or authorizes third party Applications through data Services, Customer and other user authorizes Sprint to provide to the third party information related to

Customer's and/or other user's use of the Services or the Application(s). Customer acknowledges that use of third party Applications is subject to the third party's terms, conditions and policies, including its privacy policy.

5.6 Prohibited Network Uses. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Unless specifically stated otherwise in the Plan set forth in Section 24 herein, wireless Products on "unlimited" Business Plans are subject to the Prohibited Network Uses in this section.

A. Examples of Prohibited Voice Uses. Sprint wireless voice Services are provided solely for live dialogue between, and initiated by, individuals. Sprint wireless voice Services may not be used for any other purposes, including: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals.

B. Examples of Prohibited Data Uses. Sprint wireless data Services are intended to be used for web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used to disrupt email use by others using automated or manual routines, including "auto-responders" or cancel bots or other similar routines; to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; or for activities adversely affecting the ability of other people or systems to use either Sprint's wireless Services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user.

5.7 Compatibility of Wireless Products and Services. Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint phones may have a software programming lock that protects certain of the phone's operating parameters against unauthorized reprogramming. Information on obtaining a software program lock code is available at www.sprint.com or by calling 1-888-211-4727. Sprint does not guarantee current or future compatibility of wireless Products or Services with third party products, features or Applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product, feature or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product, feature or Application with the wireless Products or Services, and Customer may not receive a refund for any unused portion of the data content.

6. NETWORK COVERAGE; LIMITATION OF LIABILITY FOR WIRELESS SERVICE PROBLEMS AND PRODUCT FAILURES.

6.1 Network Coverage; Service Speeds. Wireless voice Services and wireless data Services are provided on the Sprint networks. When the Sprint 4G network is available and Customer or other user uses a Sprint 4G-compatible device with a wireless high speed data Business Plan, Customer Lines will first attempt to connect to the Sprint 4G network, and then default to the Sprint 3G network or other Sprint network depending on coverage and network availability. When the Sprint 3G network is available and Customer or other user uses a Sprint 3G-compatible device with a wireless high-speed data Business Plan, Customer Lines will first attempt to connect to the Sprint 3G network, and then default to another Sprint network depending on coverage and network availability. Coverage is not available everywhere. Coverage areas, including Roaming areas, may change and are accessible through www.sprint.com/coverage. Sprint coverage maps reflect coverage areas when using Services outdoors under optimal conditions. There are gaps in coverage within Sprint estimated coverage areas that may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. In addition to network coverage, Services that rely on location information (e.g., E9-1-1 and Location Based Services) depend on a Product's ability to acquire satellite signals (typically not available indoors). Wireless high-speed data throughput rates may vary depending on Customer's or other users' location(s) at the time of use and the Service provided or purchased. Service speeds are not guaranteed. While a Product is receiving a software update, Customer and other users' may be unable to use the Product in any manner until the software update is complete.

7. Limitation of Liability for Wireless Service Problems and Product Failures. Sprint is not liable for wireless Service problems caused by conditions beyond Sprint's control, including atmospheric or geographic conditions, the failure of other service providers or a wireless Product, a public safety emergency, or coverage or capacity limitations. Sprint's maximum liability for any loss or damage arising out of a (A) wireless Service problem caused by a condition other than those described in this Section 7, or (B) Sprint-provided wireless Product failure, is limited to, for Purchased Devices and Student Replacement Devices only, a refund of (x) the net purchase price of, or (y) the sum of all payments made by Customer under a lease agreement for, the affected Sprint-provided Purchased Devices or Student Replacement Devices. Sprint is not liable for the failure of any wireless Products that were not provided by or through Sprint.

8. **INDEMNITY.** A Member which is a government entity will honor any indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of government entity Member's rights or privileges as a sovereign entity.
9. **DAMAGES.** The Agreement does not create any obligation by a government entity Member to pay any damages in excess of those amounts legally available to satisfy government entity Member's obligations under the Agreement.

10. CONFIDENTIAL INFORMATION

10.1 Definitions. "Confidential Information" means nonpublic information (A) about the Discloser or the Discloser's business and operations, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with the Agreement or discussions, negotiations or proposals related to any contemplated business relationships between the parties, and (C) that the Recipient knows or reasonably should know is confidential because of its legends, markings, the circumstances of the disclosure or the nature of the information. Confidential Information includes the pricing and terms of the Agreement. "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information.

10.2 Nondisclosure. Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in the Agreement. This obligation will continue until two years after the Agreement terminates or expires. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. The parties will use Confidential Information only for the purpose of performing under the Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the prior written consent of the Discloser.

10.3 Customer Proprietary Network Information; Privacy. As Sprint provides wireless services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of those services Customer uses, and other information that would typically be found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. Sprint's privacy policy, as amended from time to time, includes information about Sprint's CPNI and other data practices and can be found at www.sprint.com/legal/privacy.html.

10.4 Use of Name, Service Marks, Trademarks. Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.

11. **GOVERNING LAW.** The Agreement will be governed by the laws of the State in which Member is located, without regard to its choice of law principles.
12. **THIRD PARTY AGENTS.** Unless expressly stated otherwise, the Products, Services, and/or Pricing as set forth in the Agreement may not be available if an indirect sales agent is involved in the transaction.
13. **THIRD-PARTY CONTENT.** Neither the 1Million Project, the 1Million Project Foundation nor Sprint is responsible for any third-party content.
14. **WARRANTIES.** PRODUCTS AND SERVICES ARE PROVIDED "AS IS." THE 1MILLION PROJECT, THE 1MILLION PROJECT FOUNDATION, AND SPRINT DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.
15. **DAMAGE WAIVERS.**
 - 15.1 NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS (INCLUDING LOST REVENUE AND LOSS OF BUSINESS OPPORTUNITY, AND REGARDLESS OF THE THEORY FOR RECOVERY), OR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, WHETHER FORESEEABLE OR NOT.
 - 15.2 Sprint is not liable (i) for unauthorized third party access to, or alteration, theft or destruction of, Customer's or other user's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or Customer or other user-premise equipment; (ii) for the content of any information transmitted, accessed or received by Customer or other user through Sprint's provision of the wireless services, excluding content originating from Sprint; or (iii) if a commercially reasonable change in wireless Services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.

16. **FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events or causes beyond the reasonable control of the responsible party (a "Force Majeure Event") Force Majeure Events include: natural disasters; wars, riots, terrorist activities; cable cuts by third parties, a LEC's activities, and other acts or inactions of third parties; fires; embargoes and labor disputes; and court orders and governmental decrees
17. **SPRINT SERVICE PROVIDER AFFILIATE MARKET LIMITATIONS.** Some portions of the Nationwide Sprint Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Certain Plans, add-ons and devices are not available or are modified in Sprint Service Provider Affiliate Markets. Notwithstanding anything to the contrary in the Agreement, Sprint reserves the right, with 30 days prior written notice, to: (i) port any Active Unit(s) activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or (ii) if porting is not possible, terminate Services to such Active Units.
19. **PROJECT MODIFICATIONS OR TERMINATION.** The 1Million Project Foundation and Sprint may terminate the 1Million Project or its benefits at any time effective immediately upon the 1Million Project Foundation and Sprint providing written notice to Member. The 1Million Project Foundation and Sprint may modify or amend the Project or its benefits from times to time in its sole discretion, including these 1Million Project terms and conditions, and such modifications or amendments shall be effective as of the date posted at http://ecenter.custhelp.com/app/answers/detail-fullpage/a_id/2544. The 1Million Project Foundation and Sprint reserve the right to approve less than number of Products or Service lines requested by Member.
20. **MISCELLANEOUS.** The Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter. The Agreement may only be amended or altered by a writing signed by both parties' authorized representatives. If a conflict exists among provisions within the Agreement, specific terms will control over general provisions, and negotiated, added or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law. References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by the 1Million Project Foundation or Sprint. The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future. The Agreement's benefits do not extend to any third party. The Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or Affiliates, or between the 1Million Project Foundation and/or Sprint, on the one hand, and any Student on the other hand.
21. **MEMBER RESPONSIBILITIES**
- 21.1 General**
- A. Member will provide appropriate notice to Students about any data collection and/or monitoring of the Student's use of the Products and Services. Member, and not the 1Million Project Foundation or Sprint, will be fully responsible for any claims relating to Member's failure to: (i) properly notify Students about any data collection and/or monitoring of a Student's use of the Products and Services; or (ii) collect any necessary consent relating to a Student's use of the Products or Services.
- B. Member agrees not to provide Sprint and/or the 1Million Project Foundation any information related to any student under the age of 13. Member acknowledges that only children age 13 and older are eligible as Students for the 1Million Project.
- C. Members will ensure that the 1Million Project Student Device Form that Member receives when its application is approved is completed by student end users prior to receiving a Product. Information contained in the student information form is only used to validate eligibility.
- D. Member must be able to assign a dedicated 1Million Project point of contact ("**Program Owner**") who is able to spend a minimum of 10 hours per week supporting the Project, including holidays and break periods. The Program Owner will act as the primary point of contact to the 1Million Project. A complete list of the Program Owner's responsibilities can be found at http://ecenter.custhelp.com/app/answers/detail-fullpage/a_id/2595.
- E. Member must agree to make the District Superintendent, the Director of Teaching and Learning (or equivalent) and the Director of Technology (or equivalent) available to meet with a 1Million Project representative for three twenty-minute sessions annually.
- (1) **Pre-activation Readiness.** The Superintendent, the Director of Teaching (or equivalent) and Learning or the Director of Technology (or equivalent) will communicate Member's readiness for achieving quick distributions and high usage, and inform the 1Million Project of any additional information Member may need.

- (2) Mid-Year Performance: The Superintendent, the Director of Teaching and Learning (or equivalent), the Director of Technology (or equivalent) and 1Million Project will review Member's scorecard, including distribution and usage reports. Superintendent will share Member's perspectives, questions and insights. The Superintendent, the Director of Teaching and Learning (or equivalent), the Director of Technology (or equivalent) and 1Million Project will agree on Member's commitments on ways to improve going forward (i.e., how to increase usage, etc.).
 - (3) End-of-Year Performance: The Superintendent, the Director of Teaching and Learning (or equivalent), the Director of Technology (or equivalent) and 1Million Project will review Member's experience in the 1Million Project for the year.
- F. Member must be able to manage all Product inventory and have a secure location in which to store all Products. Member is solely responsible for any lost or stolen Products and replacement costs as needed. For example, if any Products are stolen from the school or if a Student loses a device, it will be Member's responsibility to determine how to replace Products as needed. Member must develop a plan for addressing payment of replacement Products as needed. Member agrees to return (in the enclosed return packaging) within 30 days, any Product for which Member is being provided with a replacement under warranty.
- G. The number of Products that may be available to order in a given year is subject to change. Devices will be distributed on a first come, first served basis, subject to availability and inventory levels. All Orders submitted by Member are subject to acceptance by the 1Million Project Foundation, which it may withhold in its sole and absolute discretion. Member may place a maximum of three Orders annually, each of which must have a minimum of fifty Devices. Member must complete a pre-activation sheet with information for each Student in conjunction with each Order. To place a second or third Order, Member must confirm that 85% of the Devices from the previous Order has been distributed to Students, complete the pre-activation sheet, and be prepared to explain why 100% of Devices have not been distributed. The number of Devices provided to Member may be changed based on lack of usage of Devices already in Member's possession. In this instance, the Member will continue to support their existing Students that are in possession of a Device. Additional Devices may be provided in subsequent years in the 1Million Project Foundation's sole discretion.
- H. Member agrees to use its best efforts to activate and distribute the Products within the timeframe below. In the event Member fails to do so, Sprint reserves the right to require Member to return the Devices at Member's expense.
 - (1) 100% of your non-preactivated Product activated within 30 days of (a) receipt or (b) the first day of school, whichever is later.
 - (2) 50% of your Products distributed within 30 days of (a) receipt or (b) the first day of school, whichever is later.
 - (3) 90% of your Products distributed within 45 days of (a) receipt or (b) the first day of school, whichever is later.
 - (4) 100% of your Products distributed within 60 days of (a) receipt or (b) the first day of school, whichever is later.
- I. All shipping expenses associated with returning Devices will be Member's responsibility, regardless of the reason for the return. Returned Devices must be un-activated and in original, unopened packaging. Purchased Devices become Member's property at the time of purchase, and do not need to be returned to the 1Million Project for any reason.
- J. Member Feedback.
 - (1) Member will proactively identify and communicate with the 1Million Project Foundation the causes of unused or undistributed Devices. Additional Devices will not be provided without an explanation of why additional Devices are needed if the distribution rate of Devices is less than 100%.
 - (2) Member will provide impact surveys to Students upon request from the 1Million Project Foundation, and will share the survey results with the 1Million Project.
- K. Device Usage.
 - (1) Member agrees to review the monthly usage reports provided by the 1Million Project Foundation and investigate low or non-usage by, among other things, asking Students for the causes of the low or non-usage.

- (2) Member, through the Program Owner, will provide the 1Million Project Foundation with a monthly explanation of the causes for non-usage or low usage as revealed by Member's investigation.
 - (3) Member agrees that, at the 1Million Project Foundation's request, it will recover Devices that Students are not using over a reasonable period of time, and will either redistribute or return the recovered Devices to the 1Million Project Foundation (and upon arrival at the delivery location, title and risk of loss to the Devices shall pass back to Sprint). If Member returns Devices under this subsection (3), Member will be responsible for return costs.
- L. Member agrees to engage locally and nationally as a 1Million Project champion, communicating 1Million Project details and materials, collecting and sharing student impacts, allowing their school district name to be used to promote the 1Million Project, etc.
- M. Member agrees that the 1Million Project may use Students' photographs publicly to promote the Project. The images may be used in print publications, online publications, presentations, websites, and social media in perpetuity. Member understands and agrees that no royalty, fee or other compensation will become payable by reason of such use. Member will ensure that it has acquired all necessary and appropriate rights, consents, licenses, releases and other agreement(s) from each Student (collectively, the "Publicity Rights"), in order to permit Sprint to fully exercise its rights under this subsection. Member, and not the 1Million Project Foundation or Sprint, will be fully responsible for any claims relating to Member's failure to obtain such Publicity Rights.
- N. To maintain annual eligibility in the 1Million Project, Members must:
- (1) Attend initial Product management webinar which prepares districts and schools for ongoing Product lifecycle management activities including, but not limited to, activations, device swaps, and account suspensions. .
 - (2) Participate in trainings as offered on relevant topics, including mandatory quarterly training on the Device Management Portal, account maintenance, and other pertinent issues.
 - (3) Activate and distribute Products as outlined in Section 21.H above.
 - (4) Ensure a minimum of 75% of Devices use an average of .5 GB of data per month during the school year, as captured by the monthly 1Million Project usage reports. In the event Member fails to do so, the 1Million Project reserves the right to require Member to return some (e.g., the non-performing Devices) or all of the Devices at Member's expense (and upon arrival at the delivery location, title and risk of loss to the Devices shall pass back to 1Million Project).
 - (5) Communicate changes in a Student's status via the Device Management Portal when an individual Student is no longer participating in the program.
 - (6) Administer impact surveys from the 1Million Project to the 1Million Project Students and administrators.

21.2 Device Management Policy. Member agrees to adopt a Device Management Policy that requires the Students to agree to and abide by the following terms.

- A. Your Wireless Services is provided by Sprint Forward (www.prepaid.sprint.com). The rules below govern your use of the Sprint Forward service. You can buy a Refill for your account by purchasing a Sprint Forward Refill card, using a credit or debit card online, or by visiting a Sprint store. Once you apply funds to your account, you can buy a data pack online at sprint.com/prepaid by clicking on Plans and then Additional Services. Please note that not all plans/offers are available for Students in the 1Million Project. Neither service charges nor account balances are refunded or prorated if service is terminated or modified. State, local sales taxes and fees may apply when adding funds to accounts. Sprint will not credit or refund your account based on any changes you make in your Services.
- B. Service can be suspended or terminated at any time for any or no reason. For example, Sprint can suspend or terminate any Service for the following: (a) failure to have or maintain an appropriate account balance for applicable charges; (b) harassing/threatening/abusing/offending our employees or agents; (c) providing false or inaccurate information; (d) interfering with Sprint's operations; (e) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and incorporated Policies; (f) breaching, failing to follow, or abusing the Agreement or incorporated Policies; (g) modifying a device from its manufacturer specifications (for example, rooting the device); or (h) if Sprint believes the action protects our interests, any customer's interests, or Sprint's networks.
- C. Don't use Sprint Services to damage or adversely affect any of Sprint's other customers or Sprint's reputation, networks, property, or Services. You cannot in any manner resell the Services to another party.

Sprint can take any action to: (1) protect our networks, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our networks and Services.

- D. Sprint's Privacy Policy is available at sprint.com/privacy. The Privacy Policy governs Sprint's use and disclosure of your personal information, and explains your information choices. Sprint may update the Privacy Policy from time to time and encourage you to review it frequently. When you use third party applications, your use is subject to the third party's terms and conditions and policies, including its privacy policy. Your third-party applications may access, collect, use, or disclose your personal information or require us to disclose your information—including location information (when applicable)—to the application provider or some other third party. If you use third-party applications, you agree and authorize Sprint to provide information related to your use of the Services or the application(s).
- E. Sprint's networks generally know the location of your device when it is outdoors and/or turned on. By using various technologies to locate your device, Sprint can provide enhanced emergency 9-1-1 services and optional location-enabled services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your device's location information and use of location-enabled services.
- F. You will be able to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound, and other materials ("Data Content") or send Data Content elsewhere using Sprint's Services and your device. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (for example, third party websites, games, ringtones, applications, etc.). Sprint makes absolutely no guarantees about the Data Content that you access on your device. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You're solely responsible for evaluating the Data Content accessed by you or anyone through your Services. Data Content from third parties may also harm your device or its software. Sprint is not responsible for any Data Content. Sprint is not responsible for any damage caused by any Data Content that you access through your Services, that you load on your device, or that you request that our representatives access or load on your device. Sprint may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If Sprint provides you storage for Data Content that you have purchased, then it may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a device, transmitted over Sprint's networks, or stored by Sprint Forward may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by Sprint's vendors or third parties is subject to cancellation or termination at any time without notice to you, and you may not receive a refund for any unused portion of the Data Content. You acknowledge that Sprint may employ methods, technologies, or procedures to filter or block messages, filter "spam", or prevent "hacking," "viruses," or other potential harms without regard to any preference you may have communicated to us.
- G. You can't use Sprint's data Services: (1) with server devices or host computer applications, or other systems that drive continuous, heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as Sprint determines in its sole discretion. Sprint reserves the right to limit, suspend, or constrain any heavy, continuous data usage that adversely impacts our networks' performance or hinders access to our networks.
- H. When making 9-1-1 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phones, depending on a number of factors (for example, whether your device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 9-1-1 operators may not know your phone number, your location, or the location of your device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 9-1-1 service ("E9-1-1")—where enabled by local emergency authorities—uses GPS technology to provide location information. Even when available, however, E9-1-1 does not always provide accurate location information. If your device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some devices have a safety feature that prevents use of the keypad after dialing 9-1-1—you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.
- I. UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, NEITHER THE 1MILLION PROJECT FOUNDATION NOR SPRINT MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE AND ANY SOFTWARE OR APPLICATIONS ON YOUR DEVICE). NEITHER THE 1MILLION PROJECT FOUNDATION, NOR SPRINT PROMISES UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE

ANYONE TO MAKE WARRANTIES ON ITS BEHALF. THE 1MILLION PROJECT FOUNDATION AND SPRINT, AS APPLICABLE, PROVIDE ALL SOFTWARE AND APPLICATIONS ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS.

- J. You agree that neither the 1Million Project Foundation, nor Sprint nor any parent, subsidiary, or affiliate companies, nor their vendors, suppliers, or licensors are responsible for any damages, delay, interruption or other failure to perform resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to Sprint Services; (d) Data Content or information accessed while using Sprint Services; (e) an interruption or failure in accessing or attempting to access emergency services from a device, including through 9-1-1, Enhanced 9-1-1 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; (h) damage to your device or any computer or equipment connected to your device, or damage to or loss of any information stored on your device, computer, equipment, or Sprint Forward storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond Sprint's control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure your device, computer, or equipment and to backup your information stored on each
- K. TO THE EXTENT ALLOWED BY LAW, THE 1MILLION PROJECT FOUNDATION AND SPRINT'S LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES, IF ANY, ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE SPRINT OR THE 1MILLION PROJECT FOUNDATION LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT DEVICES AND SERVICES.
- L. **If you choose to add Services with a Sprint Forward Refill card:** Refilling your account is covered in detail at sprint.com/prepaid.
- (1) **How Sprint Charges Data Usage:** Depending on your Service, you may be charged for data usage. Unless Sprint specifically tells you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes—not in minutes/time. 1024 bytes equals 1 kilobyte ("KB"), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to KB, so you will be charged at least 1 KB for each data usage session ("data session"). Rounding occurs at the end of each data session and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your device's Internet address, including data sessions you did not initiate and for incomplete transfers. As long as your device is connected to Sprint's data networks, you may incur data charges. Examples of data for which you will be charged includes the size of a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage—for example, the size of downloadable files—are not reliable predictors of actual usage.
- (2) **Establishing an Account Balance.** Information on how you can establish and maintain an account balance is available at sprint.com/prepaid or through Sprint Forward Customer Care. The replenishment methods available to you will depend on the terms of your Services. A fee may apply to certain replenishment methods. Some service plans may provide for automatic account balance replenishment through, for example, automatic billing to a credit card or debit card or automatic debit from an eligible account with a financial institution. Payment through these methods may be subject to limitations, including, but not limited to, the number of times an account may be debited or charged in a particular time period; the amount that may be debited or charged from an account; or other limitations imposed by us or the financial institution that holds the account.

21.3 Member agrees to enforce its Device Management Policy by any means necessary, up to and including notifying the 1Million Project Foundation that service should be terminated on the offending student's device.

- 22. EARLY TERMINATION.** A party may terminate this Agreement at any time with or without cause upon written notice to the other parties. In the event of any such termination:
- 22.1** Member promptly will return (at Member's expense) all undistributed Devices to the 1Million Project Foundation (and upon arrival at the delivery location, title and risk of loss to such Devices shall pass back to the 1Million Project Foundation);
 - 22.2** The 1Million Project Foundation may, at their option, continue to provide (for a period of time to be determined by the 1Million Project Foundation and Sprint in their sole discretion, but not to extend beyond the Order Term for each Product) Products and Services to some or all Students who have Products at the time of such termination, in which case the terms and conditions of this Agreement will survive between the parties, but only with respect to such Students that continue to maintain such Products and Services (i.e., the parties will continue to perform under this Agreement with respect to such Students until all Order Terms are complete or the Services are terminated, whichever is earlier). During such period, Member will continue to support the Students that have existing Products by performing functions such as device swaps and the return of defective devices to Sprint.
 - 22.3** the 1Million Project Foundation may, at their option, require Member to repossess some or all Devices from Students who have Devices at the time of, or at any time after, such termination, and return such Devices to 1Million Project Foundation (in which case (a) Services related to such Devices will be terminated, (b) upon arrival at the delivery location, title and risk of loss to such Devices shall pass back to the 1Million Project Foundation, and (c) the 1Million Project Foundation and Sprint may, at their sole discretion, terminate Services for some or all outstanding Purchased Devices) and Student Replacement Devices;
 - 22.4** Member shall maintain title to all Purchased Devices (subject to any outstanding payment obligations);
 - 22.5** With respect to any return of Devices under this section by Member, Member will reimburse the 1Million Project Foundation for all reasonable costs incurred to refurbish the returned Devices; and
 - 22.6** Once there are no Products receiving Services after termination of this Agreement, Member's account(s) will be cancelled.

Notwithstanding anything to the contrary in this Agreement, with respect to any Devices that have completed their Order Term during the Term of this Agreement ("Completed Devices"), such Completed Devices do not have to be returned by Member, and title to such Completed Devices will remain with Member.

- 23. E-RATE COMPLIANCE.** The Products and Services being used for the Project are intended for off-premise/off-campus use, and are not part of the Universal Service Fund Schools and Libraries ("E-rate") Program. If Member elects to participate in the E-rate program, compliance with all E-rate rules and regulations is the sole responsibility of the Member.

24. FREE 1MILLION WIRELESS PLAN

MRC	\$0
Plan includes 3GB ¹ of data per line per month. Plan is for educational use only	Additional data access may be provided at lowered data speeds once Member has reached 3GB data allotment at Sprint's discretion ^{2,3}
Voice and Text	Unlimited (Smartphone only)
Data Roaming	Not available
Device Price	1Million Equipment Pricing
Sprint LTE Network capable device	Required
Eligible Devices (subject to Sprint LTE Network capability)	Smartphone, Tablet, Hotspot (additional Sprint LTE Network-capable like-Devices may be added by Sprint as they become available)
Credits	No credits of any sort are permitted for users of this Plan (including port-in credit, or any other contractual or sales credits)

¹ Students that meet the 1Million Project's accessibility requirements, for example, students who are blind or deaf, will receive 6GB of data, but all other terms and conditions in this Agreement apply.

²Member's use of Products and/or Services is governed by the 1Million Project Terms and Conditions. Sprint reserves the right to block network access after the monthly 3GB allotment is reached until the start of the next monthly service period.

³ Network Management and Performance: For important information on Sprint's network management tools, policies and other related information, including but not limited to prioritization of access to network resources in congested areas, please visit www.sprint.com/networkmanagement.

- A. All pricing and available MBs and GBs are the same whether Member Lines use the Sprint 4G LTE Network, the Sprint 3G Network or the Nationwide Sprint Network. When the Sprint 4G LTE Network is available and Member uses a Sprint 4G LTE compatible device with a Plan for Sprint 4G LTE Services, Active Units will first attempt to connect to the Sprint 4G LTE Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. When the Sprint 3G Network is available and Member uses a Sprint EVDO-compatible device with a wireless high-speed data Plan, Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.
- B. Member may not migrate any existing service plans or devices previously obtained from the 1Million Project Foundation or Sprint at a price lower than the 1Million Equipment Price to this 1Million Wireless Plan. Furthermore, Member is prohibited from deactivating any existing lines of service for the purpose of re-activating said lines on the above Plan.
- C. Member may request types of Products, but order is subject to the 1Million Project's discretion. Due to changing Product models, replacement devices may not be the same as the original Product (i.e., a hotspot may be out of stock and may be replaced with a tablet or smartphone). For Purchased Devices, Member may request any available device.
- D. In addition to the Devices that the 1Million Project Foundation will provide for the 1Million Project participants, the 1Million Project Foundation may also, at its sole discretion, provide (a) additional Devices (not including Purchased Devices) to help offset any Devices that are lost or stolen. If applicable, the 1Million Project Foundation will provide a limited number of Devices to replace a defective Device that is covered by any applicable warranty period. Devices obtained through this Section D may be new, refurbished, in unsealed packaging, or in any other packaging the 1Million Project Foundation chooses. With the exception of Devices that are replaced under a warranty claim, all Devices are shipped together; to the extent that there are damaged or missing Devices in a shipment, Member must use the remaining Devices (including any Devices outlined in subsection (a) above) to replace the lost or damaged Devices.
- E. The Services, Devices, and Purchased Devices used for the 1Million Project are intended for "off-premise"/"off campus" use. If used while on school premises, device connectivity must occur solely through Member-provided Wi-Fi. Should usage occur on a Sprint network, service quality may be negatively impacted due to the potential for multiple simultaneous connections and/or in-building wireless signal penetration limitations. Sprint accepts no responsibility for any such service quality issues, and reserves the right to take action if, at its sole determination, simultaneous users on the school facility(ies) are disrupting or degrading a Sprint network or network usage by others.
- F. Voice and Text. For smartphones, the plan includes unlimited Domestic voice minutes and SMS text messaging. Wireless voice services are provided on the Sprint networks. Wireless voice service areas may change and are accessible through www.sprint.com or by contacting Sprint Forward Customer Care. Wireless voice services are not available on Sprint's 4G network. SMS text messaging is not available on Sprint's 4G network. Voice and text (available only on smartphones) may be blocked at Member's request before activation of devices. In the event that Member requests that voice and text be blocked, 9-1-1 service will remain available. Member bears all responsibility for any and all events arising out of or related to voice and text being blocked on a given device.
- G. Data: the plan includes 3GB of Sprint high speed wireless data. Once the 3GB data allotment is reached data speeds may be slowed. Member may purchase additional high speed data at Member's own cost. See sprint.com/prepaid for details. High speed wireless means 3G/4G download speeds. Students that meet Sprint's accessibility requirements, for example, students who are blind or deaf, will receive 6GB of data, but all other terms and conditions in this Agreement apply.
- H. Roaming: the plan may not allow data roaming in certain areas.
- I. For Members or Students using devices with hotspot capability, Member and Student, as applicable, may not utilize device for service other than on the primary device to be utilized for educational purposes.

- J. The 1Million Project Foundation reserves the right to limit the number of Students in Member's school or school district, at its sole discretion and based on Member-specific communications.
- K. 1Million Project Products are set by default to utilize a technological solution on the Sprint Network designed to block access to content deemed harmful to minors when accessing the Internet through the Sprint Network. Neither Sprint nor the 1Million Project Foundation will be liable for any content accessed from a Product that a Member or parent deems inappropriate. Nether Sprint nor the 1Million Project Foundation can guarantee that content accessed using a 1Million Project Product will not contain material that is offensive, indecent, or objectionable, and neither Sprint nor the 1Million Project Foundation is liable for any content accessed that Member, Students, or parents may deem inappropriate. Member acknowledges that Sprint may employ methods, technologies, or procedures to filter or block messages, filter "spam", or prevent "hacking," "viruses," or other potential harms without regard to any preference Member may have communicated to us.
- L. The 1Million Wireless Plan above is only available on devices either: (i) provided by the 1Million Project Foundation, or (ii) purchased through the 1Million Project Foundation at 1Million equipment pricing.
- M. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a device engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint networks from harm or degradation. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint networks (unless Member is using a plan designated for such usage); (g) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
- N. **Usage Limitations.** Other plans may receive prioritized bandwidth availability.

1Million Project Foundation

Member Superintendent or Senior Level Equivalent

By: _____
(Signature)

By: _____
(Signature)

Date: _____

Date: 7/11/19

Name: _____
(print)

Name: Dr. Jaron Fried
(print)

Title: _____
(print)

Title: Assistant Superintendent, Ed. Division
(print)* Superintendent or Senior Level Equivalent



Amendment #1 Between Anaheim Union High School District and Parchment Inc.

This Amendment #1 is made as of the date last signed below ("Effective Date"), by and between Anaheim Union High School District ("District"), located at 501 N. Crescent Way, Anaheim, CA 92801 and Parchment Inc. ("Parchment"), located at 7001 N. Scottsdale Road, Suite 1050, Scottsdale, AZ 85253.

RECITALS

- A. District entered into an Order Form with Parchment for the Parchment Send: K12 service on 6/19/13 (the "Agreement").
B. District desires to amend its subscription to the Parchment Send: K12 service to add District Records Management in accordance with the terms of this Amendment.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties agree to keep, perform, and fulfill the promises, conditions and agreements held in the Agreement with the addition of the following amendment:

TERMS

The following terms and modifications are hereby agreed upon and incorporated as part of the Agreement:

- 1. As of the Effective Date, District agrees to and Parchment shall implement the Parchment Send: K12 - District Records Management service, which utilizes the Parchment District processing workflow for all orderable documents centrally processed for Alumni and third-party authorized credential requestors using the Parchment Services to request a credential (third-party ordering). "Alumni" are defined as credential owners that are not currently enrolled at a District participating institution.
2. As of the Effective Date, Alumni or third-party authorized credential requestors using the Parchment Services to request a credential will be billed a request fee of \$3.95 per credential-type other than Verifications, and \$12.00 per enrollment verification or graduation verification credential-types. Electronic delivery of the credential is included at no charge with each credential request, which is defined as the request to digitally issue and transmit one credential to one credential recipient via the Parchment Services.
3. All other terms, conditions, and fees in the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Amendment #1, the terms of this Amendment #1 shall govern to the extent of the conflict. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Amendment #1 may be executed in digital counterparts.

Parchment

Anaheim Union High School District

By: _____

By: _____

Name: Robert J. Colletti

Name: Dr. Jaron Fried

Title: President & CFO

Title: Assistant Superintendent, Education

Date: _____

Date: 7/12/19

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

20 th	day of	July	2019
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by and between

Language Network, Inc.

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

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

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

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

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

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

Consultant does not require additional staff.

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

Date:	August 1, 2019
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and shall diligently perform as specified and complete performance by:

Date:	July 31, 2020
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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

CF

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.

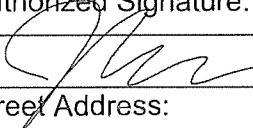
COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)

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
- 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.

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

CONSULTANT:		DISTRICT:	
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:	
Jordan Evans/President		Dr. Jaron Fried	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
5525 Canyon Crest, Ste 254		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Riverside, CA 92507		Anaheim, CA 92803-3520	
Date:		Date:	
6/16/19			

Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

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

*Or, initial below:

JE	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	jordan@languagenetworkusa.com
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	6/18/19
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OC Human Relations

Building community by fostering respect, resolving conflict and pursuing equality

BRIDGES PROGRAM MEMORANDUM OF UNDERSTANDING

This document represents an agreement between, Anaheim Union High School District, 501 N. Crescent Way, Anaheim CA 92803 PO Box 3520 and the Orange County Human Relations Council (OCHRC) to work together in the 2018-2019 school year for purposes of establishing a comprehensive school inter-group relations program.

The OCHRC agrees to provide services which can include but are not limited to: The BRIDGES Safe and Respectful Schools Program and Restorative Schools Program for selected schools in the AUHSD.

The total cost for the above outlined program for the 2019-2020 academic year is \$195,000.00, this fee is due March 15, 2020. At that time a portion of the work will be completed. **AUHSD understands that it and/or the individual schools where the program is implemented will also be responsible for any transportation, food or substitute teacher costs that the program may require.**

After the program fee has been paid to OCHRC, teachers at participating BRIDGES Program schools that have met their contractual responsibilities as "BRIDGES Site Coordinators," will be paid a sum of \$1000.00 or two \$500.00 teacher stipends by OCHRC.

Signed _____, Title Assistant Superintendent Date 7/12/19.

Signed , Consultant, Orange County Human Relations Council.



OC Human Relations

Building community by fostering respect, resolving conflict and pursuing equality

1801 E. Edinger Avenue #115 • Santa Ana, CA 92705 • 714.480.6570



OC Human Relations

Building community by fostering respect, resolving conflict and pursuing equality

BRIDGES PROGRAM MEMORANDUM OF UNDERSTANDING

BREAKDOWN OF COSTS

The BRIDGES Safe and Respectful Schools Program costs \$5,000.00 per school site. For the 2019-2020 school year, the BRIDGES Program will be at the following sites: Sycamore Junior High School, South Junior High School, Anaheim High School, Savanna High School, Western High School, Magnolia High School, Loara High School, Lexington Junior High School, Walker Junior High School. Total cost for the 2019-2020 school year is \$45,000.00.

The Restorative Schools Program costs \$50,000.00 per school site. For the 2019-2020 school year, the Restorative Schools Program will be at the following sites: Brookhurst Junior High School, Dale Junior High School, and Ball Junior High School. The total cost for the 2019-2020 school year is \$150,000.00.

GRAND TOTAL COST: \$195,000.00

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:

11th	day of	July	2019
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by and between

Orange County Human Relations Council

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

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

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

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

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

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

No other support staff or consultants are required.

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

Date:	August 1, 2019
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and shall diligently perform as specified and complete performance by:

Date:	June 30, 2020
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

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

5. District shall pay Consultant the maximum amount of

\$5,000

for services rendered

to # of people:	90 staff members 800 students Estimated 450 parents	# hours per day:	2	# of days:	70
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:	DISTRICT:
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Typed Name of consultant (same as page 1):

Orange County Human Relations Council	Anaheim Union High School District
--	---

Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Julie Vue/SIRP Programs Director	Dr. Jaron Fried
---	------------------------

Authorized Signature:

Signature of Assistant Superintendent:

	
---	--

Street Address:

Street Address:

1801 E. Edinger Avenue Suite 115	501 N. Crescent Way, P.O. Box 3520
---	---

City, State, Zip Code

City, State, Zip Code

Santa Ana, CA 92705	Anaheim, CA 92803-3520
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Date:

Date:

6/4/2019	
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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 W-9 that will be submitted directly to AUHSD Accounting.
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Telephone Number:

E-mail Address:

714-480-6589	julie@ochumanrelations.org
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	June 7, 2019
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**Memorandum of Understanding
Between Anaheim Union High School District and Girls Incorporated of Orange County**

This memorandum of understanding is hereby entered between the two parties indicated below and for the purpose as stated in the scope of work:

Anaheim Union High School District

Dr. Jaron Fried
Assistant Superintendent

501 N. Crescent Way
Anaheim, CA 92801
Address

(714) 999-3557
Phone Number

Girls Inc. of Orange County

Jessica Hubbard
Director of Programs

1815 Anaheim Ave
Costa Mesa, CA 92627
Address

(949) 999-2922
juhbbard@girlsinc-oc.org
Phone Number/Email

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to maintain an effective working relationship established between Girls Incorporated of Orange County (GIOC) and Anaheim Union High School District (AUHSD). AUHSD commits to provide referrals to Girls Inc. of Orange County when appropriate. Girls Inc. of Orange County will provide a comprehensive in-depth program, which covers positive body image, good nutrition habits, fitness, media literacy, college and career readiness, personal development, health and hygiene, healthy relationships and sisterhood. Activities include deconstructing television commercials, fashion magazines, nutrition labels, and building sisterhood and unity amongst their peers through dialogue and discussion. AUHSD commits to providing a private meeting space on school sites.

II. Term

The Memorandum of Understanding shall commence July 12, 2019 through June 30, 2022. Additionally, either party may terminate this MOU at any time within 30 days of written notice of termination to the other party.

III. Scope of Work

Description of Services

Through school-based programming, students will acquire an increased understanding of how to positively deal with negative messages from peers/family, how to maintain good health through nutrition and exercise, how to recognize and deal with societal pressures regarding body image, what makes a strong leader, the operational definition of "professionalism" to name a few. Students will also be

encouraged to better acquaint themselves with each other to create a lasting effect of togetherness. Programs options are as follows:

Mind+Body (Middle School): A comprehensive program designed to encompass the whole girl- mentally and physically. Participants focus on four main aspects of health: body image, stress, fitness and nutrition.

Friendly PEER-suasion (Middle School): An engaging in-depth program which helps build skills to prevent substance abuse. The program begins by helping girls deal with the influences of peers. Participants build communication and assertiveness skills, recognize stress, and respond to stress in healthy ways: four abilities that form the basis upon which decision making and resistance skills are built. They also analyze media messages, including advertising, that glamorize substance use.

Informed & In Charge (Middle School) / Taking Care of Business (High School): An assertiveness training program with goals of encouraging girls to understand the female body, develop critical thinking skills, and practice effective decision-making when it comes to sexual health, and learn to identify, establish, and cultivate healthy relationships. The curriculum is compliant with the California Healthy Youth Act.

Body IMAGE-ination (Middle and High School): An in-depth program which helps develop positive body image, kindness and empathy, good nutrition habits, and media literacy. Participants examine media as active critics, rather than passive consumers.

The GI Workforce (Middle and High School): An interactive program training participants to be strong, smart and bold female professionals in the workforce. Participants explore various careers through career panels, learn about leadership styles, participate in mock interviews, and will work towards completing a professional portfolio by the conclusion of the course.

College Bound (Middle and High School): The emphasis of College Bound is to provide a foundation of knowledge regarding college entrance requirements and how to finance a college education. In addition, it exposes it's participants to a breadth of choices regarding college majors and career opportunities. The program is synthesized into a developmentally appropriate and palatable organization format which supports the connection of the participant's own interests to real world college majors and careers.

Safe Dates (High School): Teen dating abuse is a serious issue involving many youth today. The Safe Dates curriculum addresses attitudes and behaviors associated

with dating abuse and violence. The program strives to raise awareness of what constitutes healthy and abusive dating relationships.

STEM: Girls develop enthusiasm for and skills in science, technology, engineering, and mathematics (STEM). Through hands-on activities, girls explore, ask questions, and solve problems. They also consider careers in these fields by interacting with women and men pursuing such careers.

Economic Literacy: Girls learn about money and the economy, including how to manage, invest, and save money and how to help others through philanthropy. As girls explore how the economy affects everyone locally and globally, they develop skills critical to being financially savvy and to becoming economically independent adults.

IV. District's Obligations

- a. Each school will have at least one appointed administrative team member that will support GIOC in coordinating, planning, campus safety, and student services.
- b. Making announcements, as appropriate, to Students and their parents and guardians sufficiently in advance of the service delivery date to allow for reasonable arrangements so the maximum number of Students can receive the services.
- c. Distributing GIOC's printed applications, consent forms, or similar paperwork. Students' parents or guardians will be instructed to return completed paperwork in a manner that protects the confidentiality of the Students' protected health information, as applicable.
- d. Collecting completed applications, consent forms, or similar paperwork from Students in advance of the date(s) on which the Services are to be delivered, and delivering the completed paperwork to Provider as far in advance of the service delivery date(s) as reasonably possible. District or school personnel will deliver paperwork to Provider in a manner that protects the confidentiality of this information.
- e. To allow access to Schools' WiFi connectivity
- f. Allotting usable space in the District school or facility on the service delivery date(s) that is sufficient for Provider to furnish the Services in an appropriately private and secure setting.

- g. To provide Girls Inc. with relevant student data including state test results, student identification numbers, report cards, end of year GPAs, school attendance records, and graduation information.
- h. Cooperating with GIOC's management and staff to accomplish the objectives of this MOU.
- i. Securing a safe, private space at each program-delivery site (school) where girls and GIOC facilitator and volunteers can meet.

V. Independent Relationship.

The parties acknowledge and agree that the relationship created between the District and Provider is strictly that of an independent contractor with respect to the Services described. Nothing contained in this MOU shall be construed as creating any other type of relationship between the parties such as that of a principal-agent, master-servant, or employer-employee between Provider and the District. No party to this MOU nor any of its agents shall have any claim hereunder or otherwise against the other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance, or employee compensation or benefits of any kind.

VI. Responsibilities

This MOU describes the mutual agreements and obligations of the District and GIOC for the sole purpose of rendering services to District Students. It does not place any additional responsibilities on either party or imply any transfer of responsibility from one to the other or sharing of statutory responsibilities.

VII. Liability and Insurance

Each Party shall defend, hold harmless and indemnify the other Party, its governing board, officers, administrators, and employees, from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, from any cause whatsoever arising from or connected with the services hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying Party, its officers, administrators or employees. This indemnity provision shall survive the term of this Agreement and is in addition to any other rights or remedies that any Party may have under law and/or this Agreement.

The Party agrees to carry such insurance to ensure their ability to adhere to the indemnification requirements under this Agreement. Each Party agrees to provide to

any other Party copies of their insurance certificates and any endorsements required by any Party upon written request of the requesting Party.

All Parties shall, at their sole cost and expense, maintain in full force and effect, during the Term of this Agreement, the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with each Party's fulfillment of its obligations under this Agreement:

A. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability, with minimum limits as follows:

\$2,000,000 per occurrence plus \$5,000,000 excess coverage

\$1,000,000 personal & advertising injury plus \$5,000,000 excess coverage

The policy shall include and be endorsed to include abuse and molestation coverage of at least \$2,000,000 for each occurrence plus \$5,000,000 excess coverage.

B. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence plus \$5,000,000 excess coverage.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Girls, Inc. full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Girls Inc. of Orange County shall furnish the District with certificates of insurance evidencing such coverages and provide prior written notice to the other Parties thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The policies of insurance providing the coverages referred to in clauses A and B above shall name each Party, their respective Governing Boards, officers, and employees, as additional insureds with appropriate endorsements. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this Agreement.

VIII. Protection of District Students

Notwithstanding anything to the contrary, and not as a limitation on any other provision of this Agreement, the Provider must ensure that each officer, employee, volunteer, agent, consultant, contractor, and other person who will be on the School grounds in connection with the Program has, prior to first entering in and upon the School grounds, complied with the fingerprinting and background-check

requirements of Subsection (a) of Education Code section 45125.1, regardless of whether those requirements otherwise would apply to any such person.

IX. Nondiscrimination

Neither the District nor GIOC shall discriminate on the basis of race, religion, sex, sexual orientation, gender identity, gender expression, national origin, age, or disability in employment or in the delivery of services hereunder.

X. Non-Assignment


Neither party shall assign, transfer, or subcontract the rights, duties or obligations called for under this MOU without the written consent of the other party.

Anaheim Union High School District

Dr. Jaron Fried
Assistant Superintendent

Date

Girls Inc. of Orange County



Jessica Hubbard
Director of Programs

5-16-19

Date

**Agreement between the Anaheim Union High School District, [REDACTED],
[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 [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 [REDACTED] receives health and nursing services, among other related services, in accordance with [REDACTED] 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 7, 2019 and terminate on June 30, 2020. 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

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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.

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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

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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.

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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.

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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]

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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(s) OF

Signature: SIGNATURE ON ORIGINAL Signature: _____

Printed Name: _____ Printed Name: _____

Date: Date:

ANAHEIM UNION HIGH SCHOOL

AccentCare Home Health

**DISTRICT of
California**

Signature: _____ Signature: Signature on Original

Printed Name: Dr. Jaron Fried Printed Name: _____

Title: Assistant Superintendent, Ed. Division Title: _____

Date: 7/12/19 Date: _____

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Student (full name): [REDACTED]

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: Document will be signed upon completion of training on first day of school

Printed Name: _____

Title: _____ Date: _____

Memorandum of Understanding Between
The Orange County Superintendent of Schools
And
“Anaheim Union High School District”
2019-2020

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 ages 3 through 22 requiring intensive educational services, including a regional deaf and hard of hearing program. The OCDE Special Schools Program operates on multiple public school sites throughout Orange County designated as preschool, elementary, secondary and adult transition programs.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2019, and ending June 30, 2020.

3. Acknowledgment of Special Education Funding Formula

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

based on the student's grade and unique needs as well as schedule a visitation with the parent. OCDE referral packets are available on-line.

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. The OCDE Special Schools Principal or designee, must participate in the District's IEP team meeting in which placement in an OCDE Special Schools Program is being recommended.

OCDE recognizes there may be situations in which the District desires to refer a student to an OCDE Special Schools Program outside of the IEP process, such as a mediation or other alternative dispute resolution process. Prior to offering the OCDE Special Schools Program outside of the IEP process, District shall contact the appropriate OCDE Special Schools Principal to discuss the referral, submit an OCDE referral packet and obtain prior written approval from OCDE before offering placement in an OCDE Special Schools Program.

OCDE shall maintain and provide special education programs for District pupils during the 2019-2020 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. Pupils enrolled in an OCDE Special Schools Program shall matriculate within the OCDE Special Schools Program based on their grade (preschool, elementary, secondary and adult transition programs) as determined by the IEP team.

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 referred by the District to 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. 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, matriculation, 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, 2019 through June 1, 2020. 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 (11th) 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 2019-2020 will be based on actual information for 2018-2019 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 2019-2020

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 be duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the Unities 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: **Analee Kredel**
Chief, Special Education Services
Fax: (714) 545-6312
Phone: (714) 966-4129

District: Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801
Attn: Celeste Krueger, Special Youth Services, Director
Fax: (714) 517-8551
Phone: (714) 517-7525

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]

Anaheim Union High School District

DISTRICT – [NAME]

BY: _____
(Authorized Agent)


BY: _____
(Authorized Agent)

DATE: _____

DATE: 7/12/19

DATE APPROVED BY COUNTY
SUPERINTENDENT OR DISTRICT BOARD:

cc: SELPA

APPROVED AS TO FORM:
DATE: 6/3/19
LYSA M. SALTZMAN, COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION
BY  ATTORNEY

Orange County Department of Education
Special Schools Program

Exhibit A

2019-20 Adopted Budget	Object	2017-18	2018-19	2018-19	2019-20
2018-19 average year-to-date 405.3 2019-20 proj average enrollment 410	Code	Actuals	Adopted Budget	Estimated Actuals	Adopted Budget
Restricted Fund Balance Low Incidence	9791	184,877.58	170,378	176,776	161,081
Reserve for Economic Uncertainty	9791	901,036.63	904,689	904,077	945,922
Total Beginning Balance	9791	1,085,914.21	1,075,067	1,080,853	1,107,003
Revenue					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,602,572.00	1,582,126	1,598,834	1,572,130
AB602 Allocation		1,602,572.00	1,582,126	1,598,834	1,572,130
Prior Year Apportionment	8319	28,677.00	-		-
Other State Revenue		28,677.00	-		-
Interagency Fees Bill Back to Districts	8677	20,306,852.45	21,717,904	19,120,735	22,742,590
Interagency Fees Special Circumstance Aids	8677	4,892,111.70	5,231,816	5,977,173	5,719,212
Interagency Fees - Contracts	8677	93,297.36	100,000	60,000	60,000
Registration & Misc. Fee	8689	475.00	-	4,000	-
Other Local Revenue/EE contract	8699	3,327.72	-	15	-
Other Revenue/Tuition	8710	3,501,323.11	3,748,839	3,914,695	3,914,695
Tuition - Prior Year	8711	-	-		-
Other Local Revenue		28,797,387.34	30,798,559	29,076,618	32,436,497
Contribution from Unrestricted	8980	-	-	480,444	240,221
Contribution for Indirect	8981	505,031.81	542,134	531,111	576,278
Contribution frm Special Ed/absence factor	8986	441,951.00	441,951	441,951	441,951
Contribution from Restricted	8990	39,448.44	23,718	37,329	37,329
Contribution to Restricted Routine Maint.	8991	(419,318.00)	(419,318)	(412,600)	(529,968)
Contribution to Food Services	8992	(156,457.96)	(190,169)	(196,801)	(193,449)
Contribution to Special Ed	8993				
Total Contributions		410,655.29	398,316	881,434	572,362
Total Revenue		31,925,205.84	33,854,068	32,637,739	35,687,992

Orange County Department of Education
Special Schools Program

Exhibit A

2019-20 Adopted Budget	Object	2017-18	2018-19	2018-19	2019-20
2018-19 average year-to-date 405.3 2019-20 proj average enrollment 410	Code	Actuals	Adopted Budget	Estimated Actuals	Adopted Budget
Expenditures					
Teachers Salaries	1100	5,487,521.82	5,624,786	5,302,929	5,680,909
Pupil Support Salaries	1200	1,211,591.13	1,146,745	1,174,396	1,211,416
Supervisor/Administrators	1300	1,130,279.24	1,219,843	1,185,536	1,258,616
Other Certificated	1900	1,297,554.19	1,305,620	1,354,342	1,407,850
Total Certificated		9,126,946.38	9,296,994	9,017,203	9,558,791
Instructional Assistants	2100	7,381,348.63	7,817,713	7,751,408	8,406,711
Classified Support Salaries	2200	726,238.46	729,144	800,750	816,658
Supervisors/Managers	2300	596,453.05	534,130	625,869	629,497
Clerical/Technical	2400	752,519.58	791,165	735,213	783,970
Short term Sub	2900	1,478.68	2,494	1,300	2,300
Total Classified		9,458,038.40	9,874,646	9,914,540	10,639,136
STRS/PERS	3100-3200	2,639,754.07	2,986,198	2,984,229	3,413,409
Medicare and PARS	3300	260,879.62	282,197	289,655	301,206
Health and Welfare	3400	4,564,472.62	4,868,955	4,514,191	5,041,809
Unemployment	3500	9,131.11	9,645	9,669	10,021
Worker's Comp	3600	318,648.25	327,526	324,353	336,814
PERS Reduction	3800	-	-	-	-
Life Insurance/Other	3900	37,703.50	38,455	519,456	280,224
Total Benefits		7,830,589.17	8,512,976	8,641,553	9,383,483
Textbooks	4100	-	1,500	1,500	1,500
Other Books	4200	-	580	1,030	1,530
Materials and Supplies	4300	228,098.22	1,081,473	282,242	966,632
NonCapitalized Equipment	4400	6,681.28	50,898	22,946	38,213
Total Books and Supplies		234,779.50	1,134,451	307,718	1,007,875
Travel and Conference	5200	108,043.64	119,549	103,360	106,932
Dues and Membership	5300	750.00	1,080	944	944
Utilities	5500	183,139.04	219,811	176,100	176,600
Rents/Leases/Repairs	5640	316,624.44	303,002	315,702	315,702
Repairs/Maintenance	5600	31,240.50	61,840	28,657	39,465
Transfer of Direct Costs	5700	38,337.30	43,805	44,364	44,594
Professional/Consulting Services	5800	139,226.47	318,799	171,788	203,689
Communications	5900	96,446.95	84,753	78,818	84,462
Total		913,808.34	1,152,639	919,733	972,388
Improvement on Sites	6100				
Buildings	6200				
Capitalized Equipment	6400/6500			40,000	75,000
Total				40,000	
Support Costs	7340	2,066,704.48	2,203,820	2,158,878	2,368,952
Support Contributions	7341	505,031.81	542,134	531,111	576,278
Total Support		2,571,736.29	2,745,954	2,689,989	2,945,231
Total Expenditures		30,135,898.08	32,717,660	31,530,736	34,506,904
Restricted Fund Balance Low Incidence	9780/9740	176,775.57	154,878	161,081	145,881
Reserve for Economic Uncertainty	9780/9740	904,076.94	981,530	945,922	1,035,207
Ending Fund Balance		1,789,307.76	1,136,408	1,107,003	1,181,088
Total Bill Back		19,598,397.20	21,717,904	19,120,735	22,742,590
Average Enrollment		395.50	400	405	410
Estimated Bill Back per Pupil		49,553.47	54,295	47,183	55,470
Proposed Refund to District		1,791.29			
Actual Billing		47,762.18	54,295	47,182.57	55,469.73

	2019-20
1. Average number of pupils transported	250
2. Maximum number of billable days	202
3. Classified Salaries	\$ 113,083
4. Employee Benefits	\$ 45,116
5. Supplies	\$ 50
6. Travel/Conferences/Dues/Memberships	\$ -
7. Other Expenses	\$ 50
8. Contracts with Private Contractors (5100)	\$ 4,718,505
9. Payments to Private Carriers (5830)	\$ 25,000
10. Other Services/Operating Expenses	\$ -
11. Equipment/Replacement	\$ -
12. Therapy Transportation	\$ -
Subtotal Direct Costs	\$ 4,718,505
13. Direct Support costs	\$ 183,299
14. Indirect Support Costs @ 1%	\$ 1,833
15. Total Transportation Cost Allocation	\$ 4,903,637
16. State Transportation Entitlement	\$ 1,626,235
Total	\$ 1,626,235
17. Excess Transportation Cost	\$ 3,277,402
17a. *Per Pupil Excess Cost Line17/Line1	\$ 13,110
17b. *Per Day Excess Cost Line17a/Line2	64.90

*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.

Budget does not include FY19-20 anticipated contract increases

Memorandum of Understanding Between
Anaheim Union High School District
And
San Gabriel Unified School District
2018 - 2019

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the San Gabriel Unified School District (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 8, 2018, and ending June 30, 2019.

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 2017-2018 school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

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

6. Annual and Triennial Reviews

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

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

7. Assessments/Independent Educational Evaluations

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

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

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

8. Pupil Count

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

9. Definitions

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

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

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

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

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

10. Funding

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

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

11. Home Instruction

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

12. Transportation

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

13. Due Process and Complaints

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

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

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

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

14. Quarterly Billing

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

15. Final Accounting

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

16. Projected Enrollment/Facilities and Staffing Needs

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

17. Notices

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

Provider District:

School District: Anaheim Union High School District

Address: 501 N. Crescent Way

City: Anaheim, CA 92801

Attn: Celeste Krueger
Title: Director, Special Youth Services
Telephone: 714-999-3528
Fax: 714-999-0622

Sending District

School District: San Gabriel Unified School District
Address: 408 Junipero Serra Drive
City: San Gabriel, CA 91776
Attn: Brian Murray
Title: Director of Special Education
Telephone: (626) 451-5400
Fax: (626) 285-1431

18. No Waiver

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

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District
Provider District

San Gabriel Unified School District
Sender District

By: _____
Authorized Agent Signature

By: B Amuney
Authorized Agent Signature

Jaron Fried, Assistant Superintendent
Name/Title

Sped Director
Name/Title

7/12/19
Date

6/12/19
Date

Date Approved by Provider
Sender
District Board: 7/11/19

Date Approved by
District Board: 5/28/19

cc: SELPA

2019-2020 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 28, 2019.

Anaheim Union High School District School District/Governing Board at its 7/11/19 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2019-2020 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Anaheim High School
NAME OF REPRESENTATIVE Robert Saldivar **POSITION** Principal
ADDRESS 811 W. Lincoln Ave. **CITY** Anaheim **ZIP** 92805
PHONE 714-999-3717 **FAX** 714-772-6537 **E-MAIL** saldivar_r@auhsd.us

NAME OF SCHOOL Cypress High School
NAME OF REPRESENTATIVE Dr. Jodie Wales **POSITION** Principal
ADDRESS 9801 Valley View St. **CITY** Cypress **ZIP** 90630
PHONE 714-2204144 **FAX** 714-220-4174 **E-MAIL** wales_j@auhsd.us

NAME OF SCHOOL Katella High School
NAME OF REPRESENTATIVE Dr. Ben Carpenter **POSITION** Principal
ADDRESS 2200 E. Wagner Ave. **CITY** Anaheim **ZIP** 92806
PHONE 714-999-3621 **FAX** 714-535-3991 **E-MAIL** carpenter_b@auhsd.us

NAME OF SCHOOL Kennedy High School
NAME OF REPRESENTATIVE Dr. Adam Hernandez **POSITION** Principal
ADDRESS 8281 Walker St. **CITY** La Palma **ZIP** 90623
PHONE 714-220-4101 **FAX** 714-995-1833 **E-MAIL** hernandez_adam@auhsd.us

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Jaron Fried **Signature** _____
 Address 501 Crescent Ave. **City** Anaheim **Zip** 92801
 Phone 714-999-3557 **Fax** 714-520-9754

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
 SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

2019-2020 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2019.

Anaheim Union High School District School District/Governing Board at its 7/11/19 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2019-2020 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Loara High School
NAME OF REPRESENTATIVE Jack Jensen POSITION Principal
ADDRESS 1765 W. Cerritos Ave. CITY Anaheim ZIP 92804
PHONE 714-999-3677 FAX 714-999-3703 E-MAIL jensen_j@auhsd.us

NAME OF SCHOOL Magnolia High School
NAME OF REPRESENTATIVE Daphne Hammer POSITION Principal
ADDRESS 2450 W. Ball Rd. . CITY Anaheim ZIP 92804
PHONE 714-220-4221 FAX 714-2220-4233 E-MAIL hammer_d@auhsd.us

NAME OF SCHOOL Savanna High School
NAME OF REPRESENTATIVE Mike Pooley POSITION Principal
ADDRESS 301 N. Gilbert St. CITY Anaheim ZIP 92801
PHONE 714-220-4262 FAX 714-995-2544 E-MAIL pooley_m@auhsd.us

NAME OF SCHOOL Western High School
NAME OF REPRESENTATIVE Amy Kwon POSITION Principal
ADDRESS 501 S. Western Ave. CITY Anaheim ZIP 92804
PHONE 714-220-4040 FAX 714-2204027 E-MAIL kwon_a@auhsd.us

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Jaron Fried Signature _____
Address 501 Crescent Ave. City Anaheim Zip 92801
Phone 714-999-3557 Fax 714-520-9754

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2019-2020

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
1920 - 211	1-26-2007	7	7-11-19	Phoenix House	\$60,000.00

Field Trip Report

EXHIBIT T T

Board of Trustees

July 11, 2019

- 1. Cypress High School: ASB (32 students-11 male, 21 female)
 Adviser/Lead Chaperone: Sarah Binford (female)
 Chaperones: Terry Dancer (female), Toni Stroud (female), Kaitlin Childers (female),
 Carole Casto (female), Lorena Dayton (female), Sarah Daddario (female), Tramaine
 Malone (female), Doug Wager (male), Scott Wilmoth (male), Paul Chylinski (male), and
 Michael Cobleigh (male)

To: Chapman University, Orange, CA
 Dates: July 29, 2019 to July 31, 2019
 Purpose: AUHSD Annual Leadership Summer Retreat
 Expenses: ASB/Club Fundraisers-registration, meals, transportation, accommodations
 Parent/Student-registration, meals, transportation, accommodations

Number of school days missed for this trip: 0
 Number of school days missed previously: 0
 Total number of days missed by this group: 0

- 2. Cypress High School: Spirit Squad (81 students-2 male, 79 female)
 Adviser/Lead Chaperone: Nicolette Giblin (female)
 Chaperones: Sierra Ledesma (female), Bridet Bacon (female), Kristen Davis (female),
 Wendy Williams (female), Margaret Dumadag (female), Silvia Fernandez (female),
 Joanna DeCleene (female), Kathie Thorpe (female), Shari Scott-Sawyer (female),
 Michael Cobos (male), and Eric Galvan (male)

To: Seraton Fairplex Hotel, Pomona, CA
 Dates: July 28, 2019 to July 31, 2019
 Purpose: To prepare for the upcoming sideline and competition cheer/song season
 Expenses: Booster Club-registration, meals, transportation, accommodations

Number of school days missed for this trip: 0
 Number of school days missed previously: 0
 Total number of days missed by this group: 0

- 3. Kennedy High School: ASB (38 students-12 male, 26 female)
 Adviser/Lead Chaperone: John Hoganson (male)
 Chaperones: Doug Wagner (male), Paul Chylinski (male), Scott Wilmoth (male), Sarah
 Binford (female), Lorena Dayton (female), Deborah Hale (female), Sara Daddario
 (female), and Carole Castro (female)

To: Chapman University, Orange, CA
 Dates: July 29, 2019 to July 31, 2019
 Purpose: AUHSD Annual Leadership Summer Retreat
 Expenses: ASB/Club Fundraisers-registration, meals, transportation, accommodations
 Parent/Student-registration, meals, transportation, accommodations

Number of school days missed for this trip: 0
 Number of school days missed previously: 0
 Total number of days missed by this group: 0

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Field Trip Report

Board of Trustees

July 11, 2019

4. Kennedy High School: Cheer and Song (41 students-1 male, 40 female)
Adviser/Lead Chaperone: Amy Stanton (female)
Chaperones: Jamie Pontius (female), Annalise Belmares (female), Maria Garcia (female),
Annette Clement (female), and Michael Cobos (male)

To: Seraton Fairplex Hotel, Pomona, CA

Dates: July 28, 2019 to July 31, 2019

Purpose: To prepare for the upcoming sideline and competition cheer/song season

Expenses: Booster Club-registration, meals, transportation, accommodations

Number of school days missed for this trip: 0

Number of school days missed previously: 0

Total number of days missed by this group: 0

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Anaheim Union High School District (“Clinical Facility”), located at 501 N. Crescent Way, Anaheim, California.

PART I. BASIS AND PURPOSE OF AGREEMENT

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech- Language Pathology Assistant Program education for the benefit of Students and to meet community needs;

WHEREAS, the District operates Santa Ana College (“College”) and the College is a duly accredited educational institution that conducts the program described and identified in this Agreement;

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “Students”, enrolled in these programs;

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech- Language Pathology Assistant Program;

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program Students have opportunities for clinical experience to enhance their capabilities as practitioners;

NOW, THEREFORE, the District and Facility do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the Students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech- Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the Students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of Students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will agree that the Student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
7. The District will require District's Speech-Language Pathology Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a) Student Speech-Language Pathology Assistant schedules.
 - b) Placement of Student in clinical experience assignments.
 - c) Changes in clinical experience assignments.
8. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to Students under this agreement.
9. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

10. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
11. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college Students who in the Agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of Students from the program.
12. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
13. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
14. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant Students or to Speech-Language Pathology Assistant instructors.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

1. Publication by District faculty, or Agency's staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

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Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. OTHER TERMS AND CONDITIONS

- A. Term. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. Equal Opportunity Employment. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:
Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations/Fiscal
Services 2323 North Broadway
Santa Ana, California 92706

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:

Anaheim Union High School District
Attn: Celeste Krueger
501 N. Crescent Way
Anaheim, California 92801

F. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Agency: Anaheim Union High School District	District: Rancho Santiago Community College District
Signature: _____	Signature: _____
Name: Brad Jackson	Name: Peter J. Hardash
Title: Assistant Superintendent	Title: Vice Chancellor
Human Resources	Business Operations/Fiscal Services
Date: _____	Date: _____

SAC- _____

2018-19 Quarterly Report
Williams Legislation Uniform Complaints

EXHIBIT V V

District: Anaheim Union High School District

District Contact: Brad Jackson

Title: Assistant Superintendent, Human Resources

- | | | | |
|-------------------------------------|------------|-------------------------------|---------------------------------------|
| <input type="checkbox"/> | Quarter #1 | July 1 - September 30, 2018 | Report due by October 26, 2018 |
| <input type="checkbox"/> | Quarter #2 | October 1 - December 31, 2018 | Report due by January 25, 2019 |
| <input type="checkbox"/> | Quarter #3 | January 1 - March 31, 2019 | Report due by April 26, 2019 |
| <input checked="" type="checkbox"/> | Quarter #4 | April 1 - June 30, 2019 | Report due by July 26, 2019 |

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:

Alicia Gonzalez
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us Fax: (714) 327-1371

Memorandum of Understanding 2019-2020

between

**The Association of California School Administrators (ACSA) -
Foundation for Educational Administration (FEA)
and ANAHEIM UNION HIGH SCHOOL DISTRICT**

RE: ANAHEIM UNION HIGH SCHOOL DISTRICT in the Network of ACSA Local Programs

Network of ACSA Local Programs

The **Network of ACSA Local Programs** is created and administered through a partnership of the Association of California School Administrators (ACSA)/ Foundation for Educational Administration (FEA) and Local Education Agencies. This includes ACSA-FEA *Affiliated Local Programs* providing ACSA's approved Commission on Teacher Credentialing Clear Administrative Credential Program and services. Operated through regional Local Educational Agencies.

Purpose

The purpose of this Memorandum of Understanding is to clarify the collaboration between ACSA-FEA and ANAHEIM UNION HIGH SCHOOL DISTRICT regarding the services and responsibilities of ACSA and the ANAHEIM UNION HIGH SCHOOL DISTRICT in the Network of ACSA Local Programs pertaining to:

- ◆ Professional development of leadership coaches in ACSA Leadership Coaching skills, strategies, and resources through ACSA and Lead Learner Associates;
- ◆ Professional development of leadership coaches in building confidential, trust-based relationships with credential candidates, goal setting and action plan development, in the use of CACP Assessments, Leadership Coach Tools, and Strategies, and other resources;
- ◆ Ongoing professional development of new and experienced leadership coaches deepening and broadening coaching capacity, providing coaching practice and feedback, providing opportunities for professional collegial networking, and current policy, research, and trends impacting school leadership;
- ◆ Certification of demonstrated competence by leadership coaches in the application of ACSA Leadership Coaching, skills, strategies and tools; and
- ◆ Support and networking of Affiliated Local Program Coordinators;
- ◆ Localized implementation of ACSA's Clear Administrative Credential Program.

While ACSA-FEA has their own Clear Administrative Services Credential (ASC) program, their partnership has a broader interest in supporting the induction and development of school leaders through leadership coaching that is provided by well-trained coaches in independent Affiliate Clear Administrative Services Credential programs.

ACSA-FEA has the responsibility for alignment of procedures and adherence to credential program requirements of the Commission on Teacher Credentialing for the Affiliated Local Programs; it is

the responsibility of the Affiliated Local Programs to determine charges for coaching services as well as the hiring of coaches.

Local Program Affiliation includes:

- ACSA Leadership Coaching (ALC) *
- Program Orientation Training *
- California Network of School Leadership Coaches (CNET) *
- ACSA Leadership Coach Certification *
- Clear Administrative Credential Local Program affiliation

**required for ALL Clear Administrative Credential Program Leadership Coaches*

Services provided by ACSA-FEA will include:

- ◆ Two (2) days of professional development in **ACSA Leadership Coaching** strategies, skills, and resources through an ACSA-FEA approved regional location. Services include:
 - 2 qualified presenters
 - Presenter lodging, air/ground transportation, all meals included
 - Presenter provides laptop w/PowerPoint and video clips
 - Materials for each participant
 - Supplemental materials
 - sign in sheets
 - name tents
 - session evaluation
 - Daily continental breakfast for participants
 - Daily lunch for participants
- ◆ One (1) day of professional development, **Program Orientation**, for all **New Coaches** in an ACSA-FEA approved regional Affiliate Local Program. Services include:
 - 1-2 qualified presenters
 - With pre-approval; Presenter's lodging, air/ground transportation, meals
 - Presenter provide laptop w/PowerPoint and video clips
 - Materials for Program Orientation trainings
 - Participant materials for Program Orientation
 - Sign in sheets
 - Name tents
 - Session evaluations
 - Lite morning refreshments and lunch for participants
- ◆ Two (2) days of professional development, **California Network of School Leadership Coaches** for all coaches, new and experienced, in an ACSA-FEA approved regional location in Fall and Winter. Services include:
 - 1-2 qualified presenters
 - Presenter lodging, air/ground transportation, all meals included
 - Presenter provide laptop w/PowerPoint and video clips
 - Materials
 - Participant materials
 - Sign in sheets

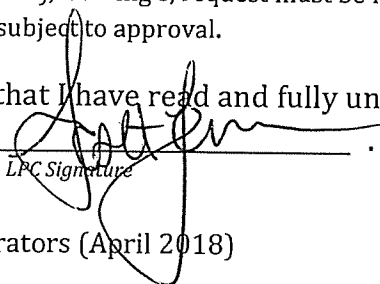
- Name tents
 - Session evaluation
 - Daily continental breakfast for participants
 - Daily lunch for participants
- ◆ Review of Coach Certification Portfolios by an ACSA team who will:
 - Provide a letter of certification and a certificate to all coaches who meet the certification criteria
 - Provide specific feedback to coaches who did not meet the certification portfolio review criteria with a date for resubmittal and further review
- ◆ Local Program Coordinator with support and professional consultation of other Affiliate coordinators and of Clear Administrative Credential Program (CACP) coordinators through in-person (4 times/year), video-conference collaborations (as scheduled) and Local Program Coordinator Retreat (1 time per year).
- ◆ Development and support for CTC approved Clear Administrator Credential Program (CACP) beginning July 1, 2016.
 - Research and development of Clear Administrative Services Credential (ASC) Program
 - Liaison between CTC and Clear ASC program including annual data collection and reports, Biennial reports, Program Assessment, CTC fees, and timely responses to requests for correspondence, data, and other reports
 - Liaison between Clear ASC program Local Program/Coordinator, coaches, and clear credential candidates
 - Respond to requests/inquiries from organizations and Local Programs in a timely and appropriate manner
 - Provide logistics and support for program implementation including application, enrollment, monitoring, and recommendation for candidate credentials
 - Provide logistics and support for program coaches implementing Clear ASC program components and using program tools
 - Research, develop, and support for candidate professional development
 - Implement and maintain online Learning Management System (LMS) for CACP candidates, coaches and Local Program Coordinators
 - Provide marketing and advertisement
 - Ensure education code law and CTC policy and procedures are adhered

Responsibilities of the Local Program Affiliate will include:

- ◆ Designate site Local Program_PD coordinator who will:
 - Schedule and secure professional development training room reservation
 - Coordinate room set up including
 - Tables and seating in presentation room (tables seating 4-6 participants)
 - Tables and seating positioned so that all participants can clearly see presenter and screen
 - Ensure screen, sound, projection equipment, and Wi-Fi is provided and in good working order
 - Advise ACSA PD coordinator re: local options for catering services

- Receive training materials, sign-in sheets, name cards sent by ACSA-FEA to support training
- Ensure that training materials sent by ACSA-FEA are available in professional development room one (1) hour prior to each session
- ◆ Designate a local Program Coordinator who will:
 - Respond to ACSA-FEA communications
 - Assume responsibility for communicating any local questions, suggestions, or requests to ACSA-FEA presenters
 - Participate consistently and actively in-person or by video-conference in Affiliated Local Program Coordinator meetings four times each year
 - Attend Local Program Coordinator Retreat (1 time per year)
 - Distribute annual CNET and CACP surveys
 - Require and monitor coach attendance and active participation in all CACP program components and required professional development (ACSA Leadership Coaching and ongoing CNET)
 - Communicate, advise, and monitor candidate progress towards program completion
 - Report to and resolve issues connected with coaches and candidate progress
- ◆ Clear Administrative Credential Program (CACP)
 - Designate individual or designee to manage CACP Local Program
 - Provide information and respond to requests to interested CACP candidates
 - Recruit, match, and hire coaches for CACP candidates
 - Ensure program coaches register and participate in required program training
 - Meet with Local Program coaches a minimum of four times per year
 - Act as Academic Advisor to CACP candidates
 - Respond to requests for information/data to credential program office
 - Participate in program meetings, surveys, and evaluations
 - Liaison between coaches and candidates
 - Liaison between educational partners and credential program office
- ◆ ACSA's Educational Services/Credential Department must be notified if any of the following conditions should occur.
 - Candidate changes schools or administrator position
 - Candidate is no longer employed in an administrator position
 - Leave of Absence: date let - date return
- ◆ ACSA must be notified if a coach will not attend a scheduled training
 - Is the coach to be removed
 - Is the coach, currently not coaching (moved to hold status)
 - Coaches can submit a Location Change form to ACSA for ALL Trainings (ALC, Program Orientation and CNET's), training's, request must be received two weeks in advance of the training date and is subject to approval.

Scott Jensen, Ed.D. acknowledge that I have read and fully understand my responsibilities as the Local Program Coordinator


LPC Signature

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

WELLNESS PROGRAM CONSULTING AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 11th day of July, 2019, by and between Synergy Spa & Wellness Solutions, an independent contractor (“Consultant”) and the Anaheim Union High School District (“District”). Consultant and the District shall hereinafter be collectively referred to as “Parties.”

WHEREAS the District is in need of special services and advice that are not an integral part of the District’s operations (“Services”);

WHEREAS the District has the power to contract for such Services;

WHEREAS such Services are available for a reasonable and customary fee from independent agencies;

WHEREAS Consultant is fully licensed and specially trained, experienced, and competent to provide the Services required; and

WHEREAS such Services are needed for a specific task, for a limited term, and for limited purposes;

NOW, THEREFORE, in consideration of the above recitals and the terms and conditions set forth hereinafter, the Parties hereto agree as follows:

1. Services. Consultant agrees to render the following Services in a good workmanlike manner in accordance with the terms of this Agreement:

Provide chair massages during, but not limited to, the AUHSD Health Fair for AUHSD employees.

Consultant shall be under the control of the District as to the result to be accomplished by such Services. Consultant shall report directly to Wellness Program Coordinator. However, Consultant will determine the means or manner by which such result is to be accomplished, including the ability to hire agents or employees, if applicable.

2. Independent Contractor. Consultant shall perform the Services pursuant to this Agreement as an independent contractor and not as an employee of the District. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties.

3. Term of Agreement. Consultant shall commence providing Services to the District under this Agreement on July 11, 2019, and shall diligently perform as specified in this

Agreement and complete performance by June 30, 2020. This Agreement will not renew automatically, and any extensions of this Agreement must be in writing.

4. Termination. The Parties may terminate this Agreement for material breach only, and only if the party being terminated fails to cure the breach within five (5) business days after put on notice, in writing, of the breach. If a party fails to cure the breach within those five (5) business days, another written notice shall be sufficient to stop further performance of the Agreement. In the event of termination, Consultant shall only be paid for those Services properly rendered before termination.

5. Compensation. The District shall pay Consultant the maximum amount of \$15,000 (fifteen thousand dollars) as full compensation for the Services rendered pursuant to this Agreement. Payment shall be made fifteen (15) to thirty (30) days after receipt of an undisputed itemized invoice and attendance sign-in sheet, which Consultant shall submit to the District upon completion of the Services.

6. Benefits. Consultant shall only receive the compensation described above for providing Services pursuant to this Agreement. The District shall not pay Consultant any benefits, such as medical insurance, customarily provided to the District's employees.

7. Expenses. Consultant shall provide and furnish all labor, materials, tools, and instrumentalities required to perform the Services under this Agreement. Consultant shall be responsible for all travel and other business expenses incurred by its officers, agents, or employees in the performance of the Services under this Agreement. Consultant shall not be authorized to incur any expenses on behalf of the District.

8. Representations and Warranties. Consultant shall not represent it/his/herself to third parties as a District employee or representative. Consultant will make no representations, warranties, or commitments binding the District. Consultant shall have no authority to enter into contracts that bind the District or create obligations on the part of the District.

9. Conflict of Interest. Consultant may accept other assignments other than that provided by this Agreement, unless such assignments would result in an actual or apparent conflict of interest.

10. Legal Compliance. Consultant and its officers, agents, and employees shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

11. Taxes. Consultant 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 Consultant and its employees and relating to the Services provided pursuant to this Agreement. The District will issue Consultant an Internal Revenue Form 1099 rather than a W-2.

12. Ownership of Materials. Consultant understands and agrees that all materials produced under this Agreement shall become the property of the District and cannot be used without the District's express written permission. Consultant consents to the use of its name in conjunction with the sale, use, and distribution of the materials for any purpose and in any medium.

13. Insurance. Consultant, at its sole expense, agrees to provide insurance against liability. Depending upon the nature of the Consultant's business and services, insurance may include automobile liability insurance, commercial general liability insurance, professional liability; and or worker's compensation. Consultant shall also name the District as an additional insured on the commercial general liability policy.

14. Indemnification. Consultant agrees to and shall hold harmless and indemnify the District and its Board, officers, agents, and employees from every claim or demand and every liability, loss, damage, or expense of any nature whatsoever, arising from this Agreement, except for liability for damages that result from the sole negligence or willful misconduct of the District or its Board, officers, agents, or employees. Consultant, at Consultant's expense, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District or its Board, officers, agents, or employees in connection with this Agreement and shall pay or satisfy any judgment or lawsuit reimbursement that may be rendered against the District or its Board, officers, agents, or employees in any and all actions, suits, or other proceedings arising from this Agreement.

15. State Audit. Pursuant to and in accordance with the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Parties relating to the performance of this Agreement and involving the expenditure of public funds in excess of ten thousand dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the California State Auditor, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment is made under this Agreement. Contractor shall preserve and cause to be preserved such books, records, and files for the duration of the audit period.

16. Tuberculosis Screening. Consultant is required to screen for tuberculosis agents and employees who will be working at the District sites in furtherance of this Agreement.

Consultant affirms that each of those agents or employees has current proof of negative tuberculosis testing on file.

17. Criminal Records Check Verification.

a. If any portion of the Services provided pursuant to this Agreement is to be performed at an operating school, Consultant shall be required to comply with the applicable requirements of California Education Code section 45125.1 with respect to fingerprinting of agents and employees who may have contact with the District's pupils, unless the District determines that such contact will be limited, and shall submit the Criminal Records Check Verification Forms provided by the District along with this executed Agreement.

b. If, at any time during the term of this Agreement, Consultant is either notified by the Department of Justice or otherwise becomes aware that any agent or employee of Consultant performing Services under this Agreement at an operating school has been arrested or convicted of a violent or serious felony listed in California Penal Code section 667.5(c) or 1192.7(c), respectively, Consultant agrees to immediately notify the District and remove said agent or employee from performing Services under this Agreement.

18. Confidentiality. In the course of performing the Services pursuant to this Agreement, the Parties recognize that Consultant may come in contact with or become familiar with information that the District may consider confidential. Consultant recognizes and acknowledges that this Agreement creates a confidential relationship between the Parties. Consultant agrees that, except as directed by the District, it will not at any time during or after the term of this Agreement disclose any of the District's confidential information. Consultant further agrees to bind its officers, agents, and employees to the terms and conditions herein.

19. HIPAA Compliance. The Parties each represent and warrant to each other that their respective actions pursuant to this Agreement shall be in full compliance with the Health Insurance Portability and Accountability Act of 1996, as amended, ("HIPAA"), and all regulations promulgated thereunder. The Services to be performed pursuant to this Agreement may involve disclosures or transmissions to Consultant, or the creation or use by Consultant, of protected health information ("PHI"). To provide for that possibility, the Parties shall enter into a business associate agreement ("Business Associate Agreement") as necessary, in the form of Exhibit B hereto, contemporaneously with this Agreement. As used herein, PHI means any and all information considered "protected health information" under 45 C.F.R. 160.103, limited to that disclosed or transmitted to Consultant, or created or used by Consultant, pursuant to this Agreement.

20. Amendment. This Agreement may only be modified or amended in writing duly subscribed by both Parties.

21. Waiver. No change, waiver, or discharge of any obligation pursuant to this Agreement, on any one or more occasions, shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation on any other occasion.

22. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

23. Entire Agreement. This Agreement constitutes the entire agreement of the Parties. No other agreement, written or oral, pertaining to the Services to be performed under this Agreement, exists between the Parties.

24. Authority. Each person executing this Agreement warrants that he or she has the authority to execute this Agreement and that no further approval of any kind is necessary to bind the Parties.

25. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be vested in the County of Orange.

26. Notice. All notices, requests, demands, and other communications given or required to be given under this Agreement shall be in writing, duly addressed to the Parties, as follows:

District: Anaheim Union High School District
Attention: Liliana Carrillo, Wellness Program Coordinator
501 Crescent Way, P.O. Box 3520
Anaheim, CA 92803-3520

Consultant: Synergy Spa & Wellness Solutions
Attention: Candice Cothrine, Owner and Director
615 C Street #235
San Diego, CA 92101

Such notices, requests, demands, and other communications shall be given by either (a) personal service, or (b) by United States Mail (registered or certified, return receipt requested, with postage prepaid). Notice shall be deemed given when received, or, if mailed, no later than three (3) days after the day of mailing, whichever is sooner.

27. Consultant Status and Signature.

a. If Consultant is a corporation, its legal name, which must be identical to that on the first page of this Agreement.

If Consultant is an individual, his or her signature, which must correspond to the name on the first page of this Agreement, shall be placed in the signature block below.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed:

	CONSULTANT:	DISTRICT:
Agency:	Synergy Spa & Wellness Solutions	Anaheim Union High School District
Street Address:	615 C Street #235	501 Crescent Way, P.O. Box 3520
City, State, Zip:	San Diego, CA 92101	Anaheim, CA 92802-3520
Name of Officer:	Candice Cothrine	Brad Jackson
Title of Officer:	Owner and Director	Assistant Superintendent, HR
Phone Number:	619-750-9381	714-999-0816
Email Address:	synergyspasolutions@gmail.com	jackson_b@auhsd.us
Signature:	<i>Candice Cothrine</i>	
Date:	<i>6/21/2019</i>	

DISTRICT ADMINISTRATOR:

Sign prior to submitting to the District indicating review and approval.

Signature:	<i>Brad Jackson</i>	Date:	<i>6/26/19</i>
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Board of Trustees
July 11, 2019

1. Resignations/Retirements, effective as noted:

Bezich, Michele	Resignation	5/24/19
Rittenhouse, Wiley	Resignation	5/31/19
Ryan, Matthew	Resignation	5/24/19

2. Leaves of Absence:

Hunnicut, Melissa, for child care, without pay and without health benefits from 8/5/19 through the end of the working day on 5/23/20.

3. Employment:

A. Teacher(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Arvizu Rangel, Maribel	8/5/19	3	4

B. Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Birchfield, Gayle	8/5/19	2	6
Esparza, Alexis	8/5/19	1	1
Hong, Erina	8/5/19	4	1
Lee, Eugene	8/5/19	3	8
Phillips, Jenna	8/5/19	2	3

C. Counselor(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Bradford, Karina	7/17/19	3	3
Mata, Martha	7/17/19	3	7
Nguyen, Minhchau	7/17/19	3	3
Ponce, Cindy	7/17/19	3	3
Sarvi, Nasreen	7/17/19	2	3
Taguchi, Tomoko	7/17/19	2	1

D. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Perez, Diana	6/17/19
Roca, Elliot	8/5/19
Wilk, Adam	8/5/19

E. Temporary Contract Junior ROTC Teachers, granted one-year contract for 2019-20 with pay per military contract:

Gastelum, Daniel	Western High School
Granville, Clevester	Katella High School
Knight, John	Anaheim High School
McCall, Eric	Katella High School
McMahan, Kevin	Magnolia High School
Miles, Noel	Magnolia High School
Napoles, Victor	Kennedy High School
Pearce, Jerry	Western High School

Human Resources Division, Certificated Personnel

Board of Trustees
July 11, 2019

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Rundblade, Rodney Loara High School
Truby, Richard Anaheim High School

F. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Bean, Amanda Program Administrator I	7/1/19	22	5
Callaway, Katrina Coordinator	7/1/19	25	6
Calleros, Ruben Assistant Principal, Senior High School	7/1/19	22	1
Calvo, Angela Assistant Principal, Senior High School	7/1/19	22	1
Cortez, Nancy Assistant Principal, Senior High School	7/1/19	22	3
Gallegos-Garcia, Zoila Assistant Principal, Junior High School	7/1/19	21	4
Hernandez, Adam Principal, Senior High School	7/1/19	25	6
Hurley-Niezgoda, Christopher Assistant Principal, Senior High School	7/1/19	22	1
Nava, Demetrio Assistant Principal, Senior High School	7/1/19	22	1

G. Summer Program with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Perez, Diana 6/17/19

4. Extra Service Compensation:

A. JROTC/NJROTC Department Leadership Stipend, for the following individuals, for the 2019-20 school year, in the amount of \$1,500, to be paid half at the end of each semester: (General Funds)

Knight, John Anaheim High School
McCall, Eric Katella High School
McMahan, Kevin Magnolia High School
Pearce, Jerry Western High School
Rundblade, Rodney Loara High School

Human Resources Division, Certificated Personnel

Board of Trustees
July 11, 2019

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- B. JROTC/NJROTC Drill Team Stipend, for the following individuals, for the 2019-20 school year, in the amount of \$2,000, to be paid half at the end of each semester: (General Funds)

Gastelum, Daniel	Western High School
Granville, Clevester	Katella High School
Miles, Noel	Magnolia High School
Napoles, Victor	Kennedy High School
Truby, Richard	Anaheim High School

- C. Additional Work Days, for the 2018-19 and 2019-20 school year, for the following program specialist(s), with 10 additional days per year, at their per diem rate of pay. (Greater Anaheim SELPA Funds)

Coffey, Gina

- D. Additional Work Hours, for the following individuals, from June 3, 2019, through July 31, 2019, to be paid at the hourly rate of pay of \$45.52, not to exceed 40 hours per person. (General Funds)

Allen, Sandra
Kuramoto, Diane
Perez-Hernandez, Veronica
Ponce, Cindy
Seltzer, Michael
Shumski, Thomas
Taguchi, Tomoko

- E. Science Summer Stipend, for the following individual(s), for science inclusion planning on July 9, 2019, for the 2019-20 school year, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed six hours per person, per day: (LCFF Funds)

Herrick, Lauren
Jaramillo, Samuel
Peng, Shaina

- F. Science Summer Stipend, for the following individual(s), for sustainable energy pathway planning on July 2, 2019, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed six hours per person, per day: (LCFF Funds)

Herrick, Lauren
Jaramillo, Samuel
Peng, Shaina
Solorzano-Duenas, Raquel

Human Resources Division, Certificated Personnel

Board of Trustees
July 11, 2019

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- G. CALI Reads Grant Stipend, to be paid to the following individuals participating in CALI Reads Grant activities as the District support team between Monday, January 1, 2019, through June 14, 2019, at a one-time amount of \$500, per individual. Total stipend not to exceed \$500: (CALI Reads Grant)

Dinkle, Tracy
Sesky, Jeanne
Switzed, Michael

- H. District Visual and Performing Arts (VAPA) Director Stipend and Additional Work Days, for the 2019-20 school year, for the following District VAPA Director, with a \$7,683 stipend plus 15 additional days, at his per diem rate of pay. (LCFF Funds)

Belski, Brian District VAPA Director

- I. Professional Development Summer Stipend, to be paid to the following individuals participating in the math curriculum training workshops between May 1, 2019, through May 31, 2019, at an amount of \$100 per day, per individual: (Title I)

Cho, Tom
Figueroa, Ana
Infante, Jaime
Meza, Suzanna
Mixer, Shannon
Padilla, Maria
Reed, Angela

Sanchez, Alicia
Sharp, Elise
Spykerman, Julie
Tarver, Denise
Watson, Jeffrey
Whitley, Ora
Yamasaki, Todd

- J. Summer Program with Fullerton College Stipend, for the following individual(s) to develop curriculum and teach June 3, 2019, through June 20, 2019, to be paid \$1000, per individual. (Title I Funds)

Bradford, Karina
Hatzis, Penny

5. 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>
Cook, Sharlene	2 11	3 11	8/5/19
Duong, Alexa	3 3	4 3	8/5/19
Garcia, Berenisse	3 5	4 5	8/5/19
Pina, Jaasmin	3 1	4 2	8/5/19
Rapp, Ceanne	3 4	4 5	8/5/19
Tenorio, Eric	3 1	4 2	8/5/19

6. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Agy, David	4/30/19	Bolado, Nicole	6/10/19
Ariaz, Ashlee	6/7/19	Compian, Ricky	6/25/19

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Cornejo Torres, Francisco	4/4/19	Peaufisa, Drusilla	6/17/19
Cutter, Marissa	5/8/19	Perez, Diana	5/24/19
Davis, Kristen	5/17/19	Pottinger, Kanani	6/14/19
Defazio, Christopher	6/28/19	Rojas, Jacquelyne	5/3/19
Delp, Jeffrey	5/20/19	Saldivar, Ricardo	5/9/19
Garcia, Maria	6/14/19	Samleang, Boris	6/24/19
Haidary, Sabaah	5/8/19	Scarantino, Angelique	5/8/19
Hamaguchi, Derek	6/6/19	Shields, Mackenzie	5/8/19
Juarez, Rebecca	5/1/19	Stiger, Darryl	6/24/19
Lee, Annette	6/18/19	Tomita, Tyler	6/10/19
Mirji, Kanika	5/7/19	Torres, Diandra	6/20/19
Miyu, Rosie	6/18/19	Williams, Wendi	5/21/19
NajeraFlores, Rosa	5/14/19	Wilson, Leica	6/14/19
Paniagua, Samantha	5/8/19	Zubia, Angelica	5/25/19

7. Extra Service Assignments, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Cypress</u>			
Castillo, Jennica Basketball, Asst./Lower Level	\$3,442	Season	8/7/19
Castillo, Joanne Basketball, Asst./Lower Level, Girls	\$3,442	Season	8/7/19
Chang Jr., Spencer Badminton, Asst./Lower Level	\$3,107	Season	8/7/19
Greenthal, Adam Football, Asst./Lower Level	\$3,107	Season	8/7/19
Griffiths, Alexandra Volleyball	\$3,818	Season	8/7/19
Hartong, Brett Volleyball, Asst./Lower Level	\$3,107	Season	8/7/19
Jeon, Brian Badminton	\$3,670	Season	8/7/19
Lee, Young Tennis, Asst./Lower Level	\$3,107	Season	8/7/19
Lightle, Victor Soccer	\$3,442	Season	8/7/19
Lopez, Jose Golf, Asst./Lower Level	\$3,107	Season	8/7/19
Lopez, Juan Football, Asst./Lower Level	\$776.75	Season	8/7/19

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Lozano, Josh Basketball, Asst./Lower Level	\$3,442	Season	8/7/19
Mauldin, Adam Wrestling, Asst./Lower Level	\$3,442	Season	8/7/19
Mitchell, Derek Basketball	\$4,313	Season	8/7/19
Moreno III, Tommy Football	\$3,442	Season	8/7/19
Norris, Darin Wrestling	\$4,313	Season	8/7/19
Rivera, Nathaniel Basketball	\$4,313	Season	8/7/19
Rivera, Nicole Basketball, Asst./Lower Level	\$3,442	Season	8/7/19
Takimoto, Curtis Basketball, Asst./Lower Level, Boys	\$3,442	Season	8/7/19
Thompson, Darrell Football, Assistant	\$3,107	Season	8/7/19
Thornburg, Lindsey Tennis, Asst./Lower Level	\$3,107	Season	8/7/19
Tweed, Matthew Cross Country	\$3,442	Season	8/7/19
Tweed, Matthew Track, Asst./Lower Level	\$3,107	Season	8/7/19
Valdez, Efrain Football, Assistant	\$3,670	Season	8/7/19
Watkins, Christopher Football, Asst./Lower Level	\$3,107	Season	8/7/19
Wong, Thomas Basketball, Asst./Lower Level, Boys	\$3,442	Season	8/7/19
<u>Katella</u> Barnes, Brianna Cheer, Sport	\$1,399.50	1 st Semester	8/7/19
Brambila, Hector Color Guard	\$2,796.50	1 st Semester	8/7/19

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Clement, John Basketball, Asst./Lower Level, Boys	\$3,442	Season	11/4/19
Deason, Geoconda Volleyball, Asst./Lower Level	\$3,107	Season	8/7/19
Goossens, Paul Cross Country, Asst./Lower Level, Girls	\$200	Season	8/7/19
Harlan, Dylan Band Director	\$2,796.50	1 st Semester	8/7/19
Hurley, Dustin Football	\$3,442	Season	8/7/19
Magdaleno, Octavio Cross Country, Asst./Lower Level, Girls	\$3,107	Season	8/7/19
Marroquin, Angel Football, Assistant	\$3,670	Season	8/7/19
Medina, Henry Football, Assistant	\$3,670	Season	8/7/19
Morrill, John Football, Assistant	\$3,670	Season	8/7/19
Morrill, Katherine Dance	\$1,909	1 st Semester	8/7/19
Paddison, Richard Golf	\$3,107	Season	8/7/19
Ramirez, Dubhe Football	\$1,721	Season	8/7/19
Schlotter, Michael Drill Team	\$2,796.50	1 st Semester	8/7/19
Torres, Jocelyn Water Polo, Asst./Lower Level	\$3,107	Season	8/7/19
Vargas, Giajaida Volleyball, Asst./Lower Level	\$3,107	Season	8/7/19
Wilson, Rachel Cross Country, Asst./Lower Level, Boys	\$3,107	Season	8/7/19
<u>Kennedy</u> Aguilar, Nancy Drill Team	\$2,796.50	1 st Semester	8/5/19

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Bixby, Billie Basketball, Asst./Lower Level	\$3,442	Season	11/1/19
Bixby, Billie Volleyball, Asst./Lower Level	\$3,107	Season	2/1/20
Cervantes Cenizo, Sergio Swimming	\$3,442	Season	8/5/19
Della Rocco, Nicholas Football, Asst./Lower Level	\$3,161	Season	8/6/19
Gomez, Imani Football	\$3,442	Season	8/6/19
Lehr, Michelle Softball	\$4,313	Season	2/1/20
Nishida, Norikazu Basketball	\$4,313	Season	11/4/19
Paningsoro, Michael Basketball, Asst./Lower Level	\$3,442	Season	11/4/19
Panis, Aehjai Dan Tennis,	\$3,107	Season	8/5/19
Pollock, Ashley Cross Country	\$3,442	Season	8/5/19
Powell, Troy Football, Assistant	\$3,107	Season	8/5/19
Ramon Jr., Adrian Softball, Asst./Lower Level	\$3,442	Season	8/5/19
Reynes, Mary Volleyball	\$3,107	Season	8/5/19
Terrazas, Isaiah Baseball, Asst./Lower Level	\$1,721	Season	2/3/20
Tweed, Matthew Basketball, Asst./Lower Level	\$3,442	Season	11/1/19
<u>Loara</u> Abuhadwan, Mohammad Tennis, Assistant	\$3,107	Season	8/7/19
Besch, Cory Football, Assistant	\$3,670	Season	8/7/19

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Cendejas, Arthur Cross Country	\$3,442	Season	8/7/19
Cendejas, Arthur Photography	\$1,448	1 st Semester	8/7/19
Cerince, Denise Band, Assistant	\$1,633	1 st Semester	8/7/19
Cook, Kla Drill Team	\$2,796.50	1 st Semester	8/7/19
Cozza, Frank Football, Assistant	\$3,670	Season	8/7/19
Domingues, Scott Band	\$2,796.50	1 st Semester	8/7/19
Ghassemi, Teresa Journalism	\$1,448	1 st Semester	8/7/19
Gray, Matthew Vocal	\$1,909	1 st Semester	8/7/19
Hughes, Carol Accompanist	\$845	1 st Semester	8/7/19
Jarjoura, Tony Football, Assistant	\$3,442	Season	8/7/19
Jiron, Pedro Water Polo	\$3,442	Season	8/7/19
Jiron, Tera Water Polo, Assistant	\$3,107	Season	8/7/19
Juarez, Ramon Football, Assistant	\$3,670	Season	8/7/19
Latham, Ronald Football, Assistant	\$3,442	Season	8/7/19
Leon, Jesus Cross Country	\$3,442	Season	8/7/19
Montgomery, Vanessa Drama	\$1,909	1 st Semester	8/7/19
Olson, Mitch Football	\$5,593	Season	8/7/19

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Prange, Edward Songleader	\$1,277.50	1 st Semester	8/7/19
Rangel, Jonathan Football, Assistant	\$3,442	Season	8/7/19
Remigio, Gary Football, Assistant	\$3,442	Season	8/7/19
Richardson, Brandon Football, Assistant	\$3,107	Season	8/7/19
Robinson, Cory Color Guard	\$2,796.50	1 st Semester	8/7/19
Rolph, Neil Volleyball	\$3,442	Season	8/7/19
Smith, Jason Academic Decathlon	\$1,277.50	1 st Semester	8/7/19
Smith, Kevin Golf	\$3,107	Season	8/7/19
Taylor, Richard Football, Assistant	\$3,107	Season	8/7/19
Wilson, James Tennis	\$3,442	Season	8/7/19
<u>Magnolia</u> Beleno, Genely Song	\$1,909	2 nd Semester	4/19/19
Garcia, Alyssa Cross Country, Assistant	\$3,107	Season	8/5/19
Garcia, Andres Football, Assistant	\$3,670	Season	8/5/19
Gullye, Joshua Football, Assistant	\$3,670	Season	8/5/19
Hernandez Lombera, Desmond Football	\$5,593	Season	8/5/19
Jones Jr., Erland Cross Country	\$3,442	Season	8/5/19
Smith, Brent Volleyball, Assistant	\$3,107	Season	8/5/19

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Velasco, Wilfredo Cross Country, Assistant	\$3,442	Season	8/5/19
<u>Oxford</u> Kersten, Kurt Volleyball, Assistant	\$3,053	Season	8/5/19
<u>Savanna</u> Anderson, Christopher Water Polo	\$3,818	Season	8/7/19
<u>Western</u> Adams, Jerrese Dance, Assistant	\$1,633	1 st Semester	8/5/19
Baltazar, Victor Football	\$3,442	Season	8/5/19
Clark, George Cross Country	\$3,442	Season	8/7/19
Diaz, Janet Song and Cheer	\$2,552	1 st Semester	8/5/19
Gastelum, Daniel Football	\$3,442	Season	8/5/19
Hench, Sandra Band	\$2,796.50	1 st Semester	8/5/19
Hench, Sandra Jazz Band	\$788	1 st Semester	8/5/19
Leang, Charlene Photo Advisor	\$1,448	1 st Semester	8/5/19
Luethke, Donald Water Polo	\$3,818	Season	8/7/19
Maniscalco, Kimberly Tennis, Asst./Lower Level	\$3,107	Season	8/7/19
Montelli, Rocky Football, Assistant	\$3,107	Season	8/5/19
Olmedo, Adrian Journalism	\$1,448	1 st Semester	8/5/19
Parsons, Bernie Band Director, Assistant	\$1,633	1 st Semester	8/5/19

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St. Lawrence, Marcus Water Polo, Asst./Lower Level	\$3,107	Season	8/7/19
Takahama, Paul Tennis	\$3,442	Season	8/7/19
Uyehara, Melissa Drill Team	\$2,796.50	1 st Semester	8/5/19
Wright, Sean Football, Assistant	\$3,107	Season	8/5/19

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1. Retirements/Resignations/Terminations, effective as noted:

	<u>Location:</u>	<u>Effective</u>
Demyers, Kristin Bus Driver	Transportation Department	06/28/2019
Serrao, Vincent Instructional Assistant – Behavioral Support	South Jr. High School	06/28/2019

2. Employment, effective as noted:

	<u>Range/Step:</u>	<u>Effective:</u>
Permanent Employees:		
Guzman, Isabel Secretary - Attendance	51/01	08/01/2019
Lewis, Noemi Office Assistant - Bilingual	47/01	08/01/2019
Mejia, Alex Sr. Accounting Technician	59/03	06/24/2019
Santos-Quintana, Apolinar Custodian	48/03	06/10/2019
Promotions:		
Camarillo, Tiffany Food Services Manager I	03/01	08/01/2019
Cardenas de Espinoza, Gina Food Services Assistant II	49/01	08/07/2019
Substitute Employees:		
Andrade, Judith Substitute Instructional Assistant – Adult Transition	51/01	08/07/2019
Andrade, Judith Substitute Instructional Assistant – Behavioral Support	51/01	08/07/2019
Andrade, Judith Substitute Instructional Assistant – Special Abilities	51/01	08/07/2019
Andrade, Judith Substitute Instructional Assistant –	43/01	08/07/2019

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Specialized Academic Instruction Bautista Dizon, Gracela Substitute Instructional Assistant – Adult Transition	51/01	08/07/2019
Bautista Dizon, Gracela Substitute Instructional Assistant – Behavioral Support	51/01	08/07/2019
Bautista Dizon, Gracela Substitute Instructional Assistant – Special Abilities	51/01	08/07/2019
Bautista Dizon, Gracela Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/07/2019
Green, Erica Substitute Instructional Assistant – Adult Transition	51/01	08/07/2019
Green, Erica Substitute Instructional Assistant – Behavioral Support	51/01	08/07/2019
Green, Erica Substitute Instructional Assistant – Special Abilities	51/01	08/07/2019
Green, Erica Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/07/2019
Julian, Bernie Substitute Instructional Assistant – Adult Transition	51/01	08/07/2019
Julian, Bernie Substitute Instructional Assistant – Behavioral Support	51/01	08/07/2019
Julian, Bernie Substitute Instructional Assistant – Special Abilities	51/01	08/07/2019
Julian, Bernie Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/07/2019
Lewis, Noemi Substitute Office Assistant - Bilingual	47/01	07/22/2019

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Salcedo, Mayra Substitute Office Assistant	43/01	08/07/2019
Williams, Alicia Substitute Instructional Assistant – Adult Transition	51/01	08/07/2019
Williams, Alicia Substitute Instructional Assistant – Behavioral Support	51/01	08/07/2019
Williams, Alicia Substitute Instructional Assistant – Special Abilities	51/01	08/07/2019
Williams, Alicia Substitute Instructional Assistant – Specialized Academic Instruction	43/01	08/07/2019

3. **Workability, current minimum wage or stipend of \$256 effective as noted:**
(Workability Grant Funds)

Effective

Acosta, Adrian	05/28/2019
Camacho, Adrian	06/12/2019
Navarro, Hayley	06/11/2019

4. **Summer Employment other than Extended School Year, effective as noted:**

	<u>Range/Step</u>	<u>Effective:</u>
Abu Khalaf, Zineh Office Assistant - Bilingual	47/03	06/17/2019
Abu Khalaf, Zineh Translator/Interpreter	53/01	06/03/2019
Araya, Isaac Food Services Assistant I	41/07	06/07/2019
Asturi, Victoria Food Services Assistant III	50/10	07/01/2019
Azenon Vargas, Amada Office Assistant - Bilingual	47/10	06/17/2019
Bailey, Rebecca Food Services Assistant II	49/10	07/01/2019

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Banks, Landy Secretary – Attendance (Bilingual)	53/09	06/03/2019
Barraza, Isabel Food Services Assistant I	41/10	06/07/2019
Barrera, Maria Food Services Assistant II	49/10	07/01/2019
Beard, Rosa Food Services Assistant II	49/10	07/01/2019
Beltran-Carlos, Sandra Food Services Assistant III	50/10	07/01/2019
Bidwell, Judy Food Services Assistant III	50/10	07/01/2019
Bluett, Charman Food Services Assistant III	50/08	07/01/2019
Burbage, Elisa Food Services Assistant II	49/10	07/01/2019
Camacho, Gabriela Instructional Assistant – Behavioral Support	51/04	07/18/2019
Camarena, Ashley Food Services Assistant I	41/08	06/07/2019
Camarillo, Tiffany Food Services Assistant II	49/04	07/01/2019
Carbajal, Carey Food Services Assistant III	50/09	07/01/2019
Carman, Candice Substitute Licensed Vocational Nurse	55/08	06/03/2019
Castro, Nora Food Services Assistant III	50/10	07/01/2019
Cervantes, Melissa Food Services Assistant III	50/03	07/01/2019
Cornejo, Patricia Food Services Assistant I	41/10	5/24/2019
Dack, Lois Food Services Assistant III	50/10	07/01/2019

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Dafur, Michelle Food Services Assistant II	49/07	07/01/2019
De La Cruz-Avila, Jose Food Services Assistant I	41/09	05/24/2019
Duran, Linda Food Services Assistant I	41/10	06/03/2019
Duran, Patrice Food Services Assistant II	49/09	07/01/2019
Esquivel, Lucia Food Services Assistant I	41/10	06/03/2019
Figueroa, Graciela Secretary – Attendance – Bilingual	53/10	07/16/2019
Fimbres, Maria Instructional Assistant – Bilingual (Spanish)	47/05	06/03/2019
Fite, Esperanza Instructional Assistant – Bilingual (Spanish)	47/10	07/17/2019
Gamboa, Maria Food Services Assistant II	49/10	07/01/2019
Garcia, Elizabeth Instructional Assistant – Bilingual (Spanish)	47/10	07/18/2019
Garcia, Lorena Instructional Assistant - Behavior Support	51/10	07/29/2019
Garcia, Remedios Office Assistant	43/01	07/16/2019
Garcia, Vitalina Food Services Assistant II	49/10	07/01/2019
Gutierrez, Andreina Office Assistant - Bilingual	47/04	07/18/2019
Gutierrez, Leo Food Services Assistant II	49/03	07/01/2019
Higgins, Ashley Instructional Assistant - Specialized Academic Instruction	43/02	07/29/2019
Hocutt, Alison Speech - Language Pathology Assistant	57/04	06/11/2019

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Huttner, Heather Licensed Vocational Nurse	55/08	06/03/2019
Jimenez-Santos, Maricruz Instructional Assistant – Behavioral Support	51/10	07/18/2019
Kaniye, Veralyn Food Services Assistant II	49/10	07/01/2019
Kneeskern, Ana Campus Safety Aide	41/10	07/18/2019
Kratz, Delores Food Services Assistant I	41/10	06/07/2019
Lemus-Leon, Nancy Office Assistant - Bilingual	47/04	07/16/2019
Loftis, Maria Food Services Assistant II	49/09	07/01/2019
Macias, Martha Office Assistant - Bilingual	47/10	06/03/2019
Marquez, Luz Food Services Assistant III - Bilingual	52/10	07/01/2019
Martinez, Angelica Health Services Technician I	51/10	07/16/2019
Martinez, Linda Food Services Assistant II	49/01	07/01/2019
Martinez, Lisa Food Services Assistant II	49/10	07/01/2019
McLlveen, Monka Food Services Assistant II	49/04	07/01/2019
Melendez, Raquel Office Assistant – Bilingual	47/07	06/13/2019
Moran-Herrera, Veronica Office Assistant	43/01	07/18/2019
Morton, Frances Food Services Assistant III - Bilingual	52/10	07/01/2019
Navarro, Monica Translator/Interpreter	53/04	06/03/2019

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Negrete, Jose Instructional Assistant - Specialized Academic Instruction	43/10	07/29/2019
Nguyen, Chinh Translator/Interpreter	53/05	06/03/2019
Ortiz, Elva Campus Safety Aid	41/10	07/22/2019
Oseguera, Maria Food Services Assistant I	41/07	06/07/2019
Paniagua, Elisa Instructional Assistant – Bilingual (Spanish)	47/10	06/03/2019
Park, Esther Office Assistant - Bilingual	47/08	06/17/2019
Park, Esther Translator/Interpreter	53/08	06/03/2019
Perez, Elvira Food Services Assistant II	49/10	07/01/2019
Pickel, Degala Instructional Assistant - Behavior Support	51/06	07/29/2019
Ramirez, Maria Translator/Interpreter	53/05	06/03/2019
Ramirez, Melissa Food Services Assistant III	50/03	07/01/2019
Rangel, Gerardo Instructional Assistant – Bilingual (Spanish)	47/10	07/17/2019
Rankin, Lauren Instructional Assistant - Math	51/05	07/29/2019
Reynolds, Michelle Food Services Assistant III	50/10	07/01/2019
Rodriguez, Gladys Secretary – Attendance (Bilingual)	53/07	07/18/2019
Rodriguez, Rebeca Food Services Assistant III	50/10	07/01/2019
Ruth, Lynnetta Food Services Assistant III	50/10	07/01/2019

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Sandoval, Gabriela Food Services Assistant III	50/06	07/01/2019
Sanft, Jacqueline Secretary - Attendance	51/10	07/22/2019
Santos, Irene Food Services Assistant III	50/10	07/01/2019
Segura-Vazquez, Lizbeth Translator/Interpreter	53/09	06/03/2019
Serrano, Lizette Instructional Assistant - Bilingual (Spanish)	47/05	06/03/2019
Shepard, Amy Instructional Assistant - Specialized Academic Instruction	43/05	07/29/2019
Sobhana, Zakeya Food Services Assistant III	50/10	07/01/2019
Soulliere, Ricky Food Services Assistant III	50/05	07/01/2019
Tavarez, Virginia Food Services Assistant III	50/10	07/01/2019
Tello, Guillermina Food Services Assistant I	41/07	06/03/2019
Thompson, Robert Food Services Assistant I	41/05	05/24/2019
Torres, Carla Food Services Assistant III	50/04	07/01/2019
Tran, Thao Instructional Assistant - Bilingual (Vietnamese)	47/04	05/24/2019
Trujillo, Wendy Food Services Assistant III	50/10	07/01/2019
Valenzuela-Rivas, Tomasa Food Services Assistant III	50/03	07/01/2019
Varela, Andreanna Food Services Assistant III	50/05	07/01/2019
Velasquez, Dora Health Services Technician	51/10	07/18/2019

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Ventura, Shannon Instructional Assistant – Behavioral Support	51/10	07/18/2019
Ventura-Rivera, Efrain Food Services Assistant II	49/08	07/01/2019
Villagomez, Linda Instructional Assistant – Behavioral Support	51/10	07/18/2019
Villasenor, Jesus Translator/Interpreter	53/10	06/03/2019
Ylo, Geraldine Food Services Assistant III	50/04	07/01/2019
Zuniga, Monica Food Services Assistant II	49/10	07/01/2019

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

**BOARD OF TRUSTEES
Minutes
Thursday, June 13, 2019**

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President O’Neal called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 5:01 p.m.

Present: Brian O’Neal, president; Annemarie Randle-Trejo, clerk; Katherine H. Smith, assistant clerk; Anna L. Piercy, member; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., and Jennifer Root, Ed.D., assistant superintendents; and Karl H. Widell, District counsel.

Absent: Al Jabbar, member; Brad Jackson, assistant superintendent, Human Resources

2. ADOPTION OF AGENDA

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the agenda.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 5:02 p.m.

Trustee Jabbar joined closed session via phone conference at 5:03 p.m.

Trustee Jabbar entered closed session at 5:17 p.m.

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

5.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 6:06 p.m.

5.2 Pledge of Allegiance and Moment of Silence

Board President Brian O’Neal 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 Randle-Trejo reported the following actions taken during closed session.

- 5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 5.3.2 No reportable action taken regarding existing litigation.

6. **INTRODUCTION OF GUESTS**

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

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

There were no requests to speak.

8. **PRESENTATIONS**

8.1 **California School Dashboard and Local Indicators**

Background Information:

California’s accountability system is reported through the California School Dashboard (Dashboard). The purpose of the Dashboard is to report on district, school, and student group performance on multiple indicators aligned to the Local Control Funding Formula (LCFF) and state priorities. Performance levels are displayed using a color system for the state indicators: Academic Indicator English/Language Arts, Academic Indicator Math, Chronic Absenteeism, English Learner Progress, Suspension Rate, Graduation Rate, and College/Career Readiness. Since state data is not available for some priority areas identified by LCFF, the State Board of Education approved local indicators and self-reflection tools for districts to use to measure progress. Local Education Agencies (LEAs) are required to collect and report information on the local indicators: Basic Services, Implementation of State Standards, Parent Engagement, School Climate, and a new local indicator, Course Access.

Current Consideration:

In compliance with state regulations, an annual presentation to the Board of Trustees was held to report the District’s progress on the Local Indicators using locally collected data. The report included the District’s current performance in each area, as well as a needs assessment, and a final rating of Met, Not Met, or Not Met for Two or More Years.

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 **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 2019-20 LCAP, and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2018-19 year.

Current Consideration:

Manuel Colón, chief academic officer, Educational Services, and staff presented 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.

PUBLIC COMMENT

Alberto Barajas, Oxford Academy student and Youth Leadership of America member, thanked the Board for their support. Additionally, he requested the Board's assistance in amplifying the student voice throughout the District by reaching out to school sites that have low representation.

9. ITEMS OF BUSINESS

EDUCATIONAL SERVICES

9.1 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 2019-20 LCAP, and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2018-19 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 3, 2019, through June 13, 2019, 7:45 a.m. to 4:15 p.m. The purpose of the public hearing was 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, the Board formally opened a public hearing to provide the public with an opportunity to speak on the LCAP and annual update.

President O'Neal opened the public hearing at 9:25 p.m.

Tae Jung Oh, community member, praised the District for focusing on education that is not only centered around college, but also on building character. In addition, he requested more information on the 5Cs.

President O'Neal closed the public hearing at 9:30 p.m.

BUSINESS SERVICES

9.2 **Public Hearing, 2019-20 Proposed Budget**

Background Information:

The Board of Trustees was requested to open a public hearing on the 2019-20 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, 2019, and should be held at least three days following availability of the proposed budget for public inspection. At the hearing, any resident of the District has an opportunity to appear and comment on the budget. The budget will not be considered for adoption by the Board of Trustees until after the public hearing has been held.

Current Consideration:

Business Services staff presented the 2019-20 proposed budget.

The final budget (All Funds) will be presented to the Board for adoption on June 20, 2019. The Board was required to hold this public hearing before such adoption.

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 opened a public hearing to provide the public an opportunity to speak on the 2019-20 proposed budget.

President O'Neal opened the public hearing at 9:31 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 9:31 p.m.

10. **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 item 10.3 pulled by Trustee Piercy.

EDUCATIONAL SERVICES

10.1 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee recommended the selected books for dual enrollment, English language development, and mathematics courses. The books have been made available for public view.

Action:

The Board of Trustees adopted the selected materials.

10.2 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in English, science, and world languages. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, June 14, 2019, through June 20, 2019.

Action:

The Board of Trustees approved the display.

10.3 **Field Trip Report**

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved/ratified the report as submitted.

11. **SUPERINTENDENT AND STAFF REPORT**

There was no report.

12. **BOARD OF TRUSTEES' REPORT**

Trustee Piercy said she was very pleased with the graduations.

13. **ADVANCE PLANNING**

13.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, June 20, 2019, at 6:00 p.m.

Thursday, July 11

Thursday, August 15

Thursday, September 12

Thursday, October 10

Tuesday, November 5

Thursday, December 12

13.2 **Suggested Agenda Items**

There were no suggested agenda items.

14. **ADJOURNMENT**

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 10:08 p.m.

Approved _____
Clerk, Board of Trustees