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: January 13, 2023

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
Jessica Guerrero, P.O. Box 3520, Anaheim, CA 92803-3520

Orange County Register, 1771 S. Lewis, Anaheim, CA 92805
Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626
Event News, 9559 Valley View Street, Cypress, CA 90630

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

Thursday the 19th day of January 2023

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, January 17, 2023, to allow reasonable arrangement to ensure interpretation services.

Closed Session-3:45 p.m.
Regular Meeting-6:00 p.m.

Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Agenda
Thursday, January 19, 2023
Closed Session–3:45 p.m.
Regular Meeting–6:00 p.m.

As a courtesy to the community, members of the public may observe the meeting by livestream on the District's YouTube channel at https://bit.ly/2KEiCDA.

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, January 17, 2023, to allow reasonable arrangement to ensure interpretation services.

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

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, January 17, 2023, to allow for reasonable arrangements to ensure accessibility to the meeting.

1. **CALL TO ORDER-ROLL CALL** ***ACTION ITEM***

2. **ADOPTION OF AGENDA** ***ACTION ITEM***

3. **PUBLIC COMMENTS, CLOSED SESSION ITEMS** ***INFORMATION ITEM***

   This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. 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 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 ITEMS***

   The Board of Trustees will meet in closed session for the following purposes:

   4.1 To consider matters pursuant to Government Code Section 54957: Public employee performance evaluation, superintendent.

   4.2 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation regarding one matter (Orange County Superior Court Case No. 30-2020-01126712-CU-MT-CXC/JCCP No. 5052).

4.3 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2022100041).

4.4 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2022100737).

4.5 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Dr. Nien, and Mr. Jackson regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), California School Employees Association (CSEA), and Mid-Managers Association (MMA).

4.6 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.

4.7 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2022-23-08. **[CONFIDENTIAL]**

4.8 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2022-23-09. **[CONFIDENTIAL]**

4.9 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2022-23-10. **[CONFIDENTIAL]**

4.10 To consider matters pursuant to Education Code Section 48918: Expulsion of student(s) 22-14; 22-18; 22-19; and 22-21. **[CONFIDENTIAL]**

4.11 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, pending settlement (Claim AUHSD 13-07).

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

5.1 ***Reconvene Meeting***

The Board of Trustees will reconvene into open session.

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

Student Representative to the Board of Trustees Omkar Katre 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. RECOGNITION *INFORMATION ITEM*

6.1 ***Hope School Shoe Drive***

The Board of Trustees will recognize La Palma City Councilman Nitesh Patel, as well as the Each One Teach One (EOTO) Foundation for providing an amazing back-to-school event for

all Hope School students as a welcome to the 2022-23 year. Each and *EVERY* Hope School student received a new pair of Vans shoes along with a backpack full of new school supplies. Additionally, lunch was provided for the Hope School students and staff.

7. REPORTS *INFORMATION ITEMS*

7.1 ***Student Representative's Report***

Omkar Katre, student representative to the Board of Trustees, will report on student activities throughout the District.

7.2 ***Student Speakers***

Any Anaheim Union High School District student in the audience who wishes to speak to the Board of Trustees may do so at this time. Students wishing to address the Board of Trustees should complete a student 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. Students wishing to speak at this time are limited to three minutes. Board members cannot immediately respond to student comments, as stated on the speaker request form. Students may also choose to speak during the Public Comment section of the agenda instead of at this time; however, they may only speak once per topic during the meeting.

7.3 ***Reports of Associations***

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

7.4 ***Parent Teacher Student Association (PTSA) Report***

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

EDUCATIONAL SERVICES

9.1 ***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:

9.1.1 Friday Night Live (FNL), Cypress High School **[EXHIBIT A]**
9.1.2 Muslim Union Group, Magnolia High School **[EXHIBIT B]**
9.1.3 Peacemakers, a Christian Inspired Films Club (PCF), Savanna High School **[EXHIBIT C]**
9.1.4 MESA Club, Dale Junior High School **[EXHIBIT D]**
9.1.5 Medical Professionals Club, Walker Junior High School **[EXHIBIT E]**

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.

BUSINESS SERVICES

9.2 ***Financial Audit for Fiscal Year 2021-22*** ***INFORMATION ITEM***

Background Information:
California Education Code Section 41020 requires that school districts provide for an annual audit of all funds under the District's jurisdiction using an independent auditor and reported using the format established by the California State Controller's Office. California Education Code Section 41020.3 requires that the Board of Trustees review the annual audit at one of its regularly scheduled meetings.

Current Consideration:
The Board of Trustees has previously retained the firm of Eide Bailly, LLP, certified public accountants to conduct the District's annual audit. Representatives of the firm have completed their examination and have presented the results to District staff. The final report has been provided to the Board of Trustees and will be presented in open session.

Budget Implication:
There is no impact to the budget.

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 and accept the Annual Audit Report for the year ended June 30, 2022. **[EXHIBIT F]**

9.3 ***Bond Audit Report for Fiscal Year 2021-22*** ***INFORMATION ITEM***

Background Information:
Eide Bailly, LLP recently issued the audit report for the General Obligation Bonds, Building Fund (Measure H). The report will be presented to the Citizens' Oversight Committee on February 9, 2023. California Education Code Section 15286 requires the audit report be submitted to the Board of Trustees no later than March 31 of each year.

Current Consideration:
The Board of Trustees retained the firm of Eide Bailly, LLP, certified public accountants to conduct the District's 2021-22 audit of the General Obligation Bonds, Building Fund (Measure H). Representatives of the firm have completed their examination and have

presented the results to District staff. The final report has been provided to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

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 review and accept the General Obligation Bonds, Building Fund (Measure H) Audit Report for the year ended June 30, 2022. **[EXHIBIT G]**

RESOLUTIONS

9.4 ***Resolution No. 2022/23-E-10, White Out Tobacco Week 2023*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
White Out Tobacco Week is a week of activism that empowers youth and any concerned group to stand out, speak up, and seize control against Big Tobacco by raising awareness of the problem of disposable and flavored tobacco use; encourage youth to reject the tobacco industry's deceptive marketing and stay tobacco-free; and urge elected officials to take action to protect kids from tobacco.

Current Consideration:
The Board of Trustees is requested to adopt Resolution No. 2022/23-E-10, for White Out Tobacco Week 2023, February 21, 2023, through February 24, 2023. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support their commitment to decrease flavored tobacco use and increase awareness of the negative health effects of using tobacco and nicotine products.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-E-10, by a roll call vote. **[EXHIBIT H]**

9.5 ***Resolution No. 2022/23-HR-02, National School Counseling Week*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
National School Counseling Week focuses public attention on the unique contribution of professional school counselors and how students benefit as a result of what school counselors do. National School Counseling Week highlights the tremendous impact school counselors can have in helping students achieve school success and plan for a career. The special week honors school counselors for being actively engaged in helping students examine their abilities, strengths, interests, and talents; working in a partnership with parents as they encounter the challenges of raising children in today's world; focusing on positive ways to enhance students' social/personal, educational and career development; and working with teachers, as well as other educators to provide an educational system where students can realize their potential and set healthy, realistic, and optimistic

aspirations for themselves. Professional school counselors are certified, experienced educators with a master's degree in guidance and counseling. The combination of their training and experience makes them an integral part of the total educational program.

Current Consideration:
Resolution No. 2022/23-HR-02, National School Counseling Week, declares the week of February 6, 2023, through February 10, 2023, as National School Counseling Week throughout the Anaheim Union High School District. Counselors will be recognized for their dedication and hard work in preparing our students for success in the future.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-HR-02, National School Counseling Week, by a roll call vote. **[EXHIBIT I]**

BUSINESS SERVICES

9.6 ***Consulting Services Agreement, Javier Sierra*** ***ACTION ITEM***

Background Information:
Javier Sierra is a retired administrator of maintenance and operations, and facilities with over 20 years of experience. He served in this field at various colleges, county offices of education and high school districts, including our own.

Current Consideration:
Mr. Sierra will consult and assist the executive director of Facilities, Maintenance and Operations, the interim director, Maintenance and Operations, and staff, with regard to current programs, procedures, methods, as well as planning of the overall delivery of maintenance and operations services to the school sites. Services commenced on January 9, 2023.

Budget Implication:
The cost for these services is not to exceed $60,000 ($70 per hour). (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the consulting services agreement. **[EXHIBIT J]**

9.7 ***Agreement, Veneklasen Associates*** ***ACTION ITEM***

Background Information:
Over the past months, the District has received concerns from Anaheim High School's staff regarding the elevated noise levels within the main gymnasium. The magnitude of the noise levels during practice and competition games makes it difficult to comfortably conduct athletic activities. It is necessary to explore options to improve sound levels and acoustics within the space.

Current Consideration:
Veneklasen Associates (Veneklasen) is a firm that specializes in acoustical consultation and design services. The District has an interest in utilizing Veneklasen's services to provide sound studies and recommendations for the acoustical treatment of the gymnasium, based

on the replacement and restoration of acoustical panels with the proper type of units to satisfy the established reverberation criterion.

Budget Implication:
Veneklasen Associates will provide services for a total cost not to exceed $4,625 starting January 20, 2023, through March 31, 2023. (Maintenance Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreement. **[EXHIBIT K]**

EDUCATIONAL SERVICES

9.8 ***Revised Board Policy, Multiple Policies, Second Reading*** ***ACTION/INFORMATION ITEM***

Background Information:
The District is continuing the process of reviewing Board policies, administrative regulations, and bylaws to ensure conformity with the recommendations of the California School Boards Association (CSBA) through the Gamut Online System. Gamut is an online policy information service that incorporates the complete CSBA Policy Update Reference Manual, which contains more than 650 sample policies, regulations, as well as exhibits, and is updated continually.

Current Consideration:
The Education Division, Education and Information Technology Department has submitted the following technology policies for review. The policies have been revised and indicate individual insertions or deletions to language. Board Policy 6209 (4040), Employee Use of Technology was last revised in 2014. Board Policy 7901.03 (6163.4), Student Use of Technology was last revised in 2014.

9.8.1 Revised Board Policy 6209 (4040), Employee Use of Technology **[EXHIBIT L]**
9.8.2 Revised Board Policy 7901.03 (6163.4), Student Use of Technology **[EXHIBIT M]**

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees review and/or approve the revised Board Policies listed above.

9.9 ***Group Booking Conference Agreement, Hilton Garden Inn*** ***ACTION ITEM***

Background Information:
The District has scaled the Capstone Program Districtwide, emerged as a national leader in Community Schools, and gained national attention for implementation of the Career Preparedness Systems Framework (CPSF). As a result, the District will be bringing a District team composed of members from the Educational Services Department, site leadership, community thought partners, and teachers to identify assets, gaps, as well as next steps in continuing to scale the Capstone Program both internally and externally. This retreat is scheduled for February 17-18, 2023, in Temecula, California.

Current Consideration:
In order to secure the venue, a contract is necessary between both parties. The District has received grant funds to support this work. Services will be provided February 17, 2023, through February 18, 2023.

Budget Implication:
The total cost for these services is not to exceed $20,000. (Grant Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the group booking agreement. **[EXHIBIT N]**

9.10 ***Agreement, National Federation of High School Sports (NFHS)*** ***ACTION ITEM***

Background Information:
The National Federation of High School Sports (NFHS) and Play on Sports have collaborated to bring high school sporting events to live streaming. This would allow those not able to attend to live stream the game from anywhere they have access to a computer.

Current Consideration:
Play on Sports will provide each school site in the District up to three cameras. These cameras, controlled by the sites will broadcast games live. Each of the sites will have the cameras set up in three areas, the main gym, the pool, and an outdoor space where athletic competitions take place. Users of the service will pay a fee to observe the game with Play on Sports giving back 20 percent of the money they earn to each school site. This will help the District showcase student athletes to friends and family that do not have the opportunity to attend games in person. Services are being provided January 19, 2023, through June 30, 2027.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreement. **[EXHIBIT O]**

9.11 ***Contract, Independent Psycho-Educational Assessment, Dr. BJ Freeman*** ***ACTION ITEM***

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

Current Consideration:
Following parent's request for an independent psycho-educational evaluation and consultation with parent and parent's representative, the District determined that it was in the best interest of the student and the District to provide an independent psycho-

educational assessment and allow the individualized education program team to consider the information.

Budget Implication:
The total cost for this service is not to exceed $6,500. (Special Education Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the contract. **[EXHIBIT P]**

9.12 ***Contract, Independent Psycho-Educational and ERMHS Assessments, Autism Diagnostic and Intervention Connections, Inc., Dr. Helena Johnson*** ***ACTION ITEM***

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

Current Consideration:
Following parents' requests for independent psycho-educational and independent educationally related mental health services (ERMHS) assessments and consultation with parents, as well as parents' representatives, the District determined that it was in the best interest of the students and the District to provide independent assessments and allow the individualized education program teams to consider the information.

Budget Implication:
The cost for services is $7,300, for the independent psycho-educational evaluation and $3,000 for ERMHS, for a total cost not to exceed $10,300. (Special Education Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the contracts. **[EXHIBITS Q and R]**

9.13 ***Agreement, Industrial Hearing and Pulmonary Management, dba Western Health*** ***ACTION ITEM***

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

Current Consideration:
The District does not have the personnel capacity to conduct these screenings for approximately 10,500 students. The District is requesting to have Western Health conduct

assessments for our students during the 2022-23 year. Services are being provided January 9, 2023, through June 30, 2023.

Budget Implication:
The cost is not to exceed $40,000. (Special Education Funds)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT S]**

9.14 ***Memorandum of Understanding (MOU), University of California Irvine (UCI), School of Education*** ***ACTION ITEM***

Background Information:
The National Science Foundation (NSF) funded project titled "Expanding Latinxs' Opportunities to Develop Complex Thinking in Secondary Science Classrooms through a Research-Practice Partnership," will explore ways to reduce youths' opportunity gaps in learning science in secondary science classrooms by co-designing, as well as implementing equity and justice-centered science curriculum through a democratic collaboration between researchers and educators.

Current Consideration:
Dr. Hosum Kang and her research team in the UCI School of Education will provide a year-long, on-site professional learning for selected teachers in the District. The activities will focus on Next Generation Science Standards (NGSS)-aligned, culturally relevant, equity/justice-centered science units that promote civic engagement. Services are being provided July 1, 2022, through June 30, 2024.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees ratify the MOU. **[EXHIBIT T]**

9.15 ***Educational Consulting Agreement, Dr. Jermie Arnold*** ***ACTION ITEM***

Background Information:
The District's Honor Band program was initiated in 2000, and has given the District's most advanced instrumental music students an opportunity to rehearse and perform as a District-level ensemble, led by a renowned conductors/educators from across the country. The High School Honor Band serves approximately 80 students. The District's band directors prepare students for the audition process, and then guest conductors rehearse and conduct students who are selected to be part of the Honor Band program. The Honor Band concert is scheduled February 3, 2023.

Dr. Jermie Arnold is the director of bands at the Bob Cole Conservatory of Music at California State University, Long Beach. Dr. Arnold is the principal conductor of the Wind symphony and teaches courses in conducting, wind band literature, and music education. Dr. Arnold is an extraordinarily gifted conductor, teacher, as well as advocate for what is best in music education.

Current Consideration:
Dr. Jermie Arnold will be the guest conductor for the District's High School Honor Band program. Services will be provided January 24, 2023, through February 3, 2023.

Budget Implication:
The cost of services is not to exceed $1,250. (LCFF Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the educational consulting agreement. **[EXHIBIT U]**

HUMAN RESOURCES

9.16 ***Initial Contract Proposal, AUHSD to APGA*** ***INFORMATION ITEM***

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

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to APGA for the 2022-23 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the proposal in order to proceed to the public hearing. **[EXHIBIT V]**

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

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

Current Consideration:
The Board must hold a public hearing of the District's initial contract proposal to APGA for the 2022-23 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:
There is no impact to the budget.

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

9.18 ***Initial Contract Proposal, APGA to AUHSD*** ***INFORMATION ITEM***

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

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. APGA's initial contract proposal to the District for the 2022-23 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the proposal in order to proceed to the public hearing. **[EXHIBIT W]**

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

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

Current Consideration:
The Board must hold a public hearing of APGA's initial contract proposal to the District for the 2022-23 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:
There is no impact to the budget.

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

9.20 ***Initial Contract Proposal, AUHSD to CSEA*** ***INFORMATION ITEM***

Background Information:
In accordance with Board Policy 6500.01, the District's initial contract proposal to the California School Employees Association (CSEA) must be presented in writing to the Board of Trustees.

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to CSEA for the 2022-23 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the proposal in order to proceed to the public hearing. **[EXHIBIT X]**

9.21 ***Public Hearing, Initial Contract Proposal, AUHSD to CSEA*** ***INFORMATION ITEM***

Background Information:
The Board of Trustees is required to hold a public hearing to hear comments related to the District's initial contract proposal to the California School Employees Association (CSEA).

Current Consideration:
The Board must hold a public hearing of the District's initial contract proposal to CSEA for the 2022-23 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:
There is no impact to the budget.

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

9.22 ***Initial Contract Proposal, CSEA to AUHSD*** ***INFORMATION ITEM***

Background Information:
In accordance with Board Policy 6500.01, California School Employees Association's initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. CSEA's initial contract proposal to the District for the 2022-23 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the proposal in order to proceed to the public hearing. **[EXHIBIT Y]**

9.23 ***Public Hearing, Initial Contract Proposal, CSEA to AUHSD*** ***INFORMATION ITEM***

Background Information:
The Board of Trustees is required to hold a public hearing to hear comments related to the California School Employees Association's (CSEA) initial contract proposal to the District for the 2022-23 year.

Current Consideration:
The Board must hold a public hearing of CSEA's initial contract proposal to the District for the 2022-23 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:
There is no impact to the budget.

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

9.24 ***Initial Contract Proposal, AUHSD to Mid-Managers Association (MMA)*** ***INFORMATION ITEM***

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

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to MMA for the 2022-23 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the proposal in order to proceed to the public hearing. **[EXHIBIT Z]**

9.25 ***Public Hearing, Initial Contract Proposal, AUHSD to Mid-Managers Association (MMA)*** ***INFORMATION ITEM***

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

Current Consideration:
The Board must hold a public hearing of the District's initial contract proposal to MMA for the 2022-23 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:
There is no impact to the budget.

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

9.26 ***Initial Contract Proposal, MMA to AUHSD*** ***INFORMATION ITEM***

Background Information:
In accordance with Board Policy 6500.01, the Mid-Managers Association's (MMA) initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. MMA's initial contract proposal to the District for the 2022-23 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the proposal in order to proceed to the public hearing. **[EXHIBIT AA]**

9.27 ***Public Hearing, Initial Contract Proposal, MMA to AUHSD*** ***INFORMATION ITEM***

Background Information:
The Board of Trustees is required to hold a public hearing to hear comments related to the Mid-Managers Association's (MMA) initial contract proposal to the District.

Current Consideration:
The Board must hold a public hearing of MMA's initial contract proposal to the District for the 2022-23 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:
There is no impact to the budget.

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

9.28 ***Public Hearing, Disclosure of Collective Bargaining Agreement with AFSCME*** ***INFORMATION ITEM***

Background Information:
The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the American Federation of State, County, and Municipal Employees (AFSCME) for the 2022-23 year, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:
After the negotiation process with AFSCME has concluded, the collective bargaining agreement is presented to the public via a Board of Trustees' meeting. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the agreement.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board formally open the public hearing to provide the public an opportunity to speak on the proposed agreements.

9.29 ***Adoption of the 2022-23 Collective Bargaining Agreement with AFSCME*** ***ACTION ITEM***

Background Information:
The District entered into contract negotiations with the American Federation of State, County, and Municipal Employees (AFSCME) for a successor agreement after proposals were brought forth by both. Negotiations were held and a tentative agreement was reached by both parties and ratified by AFSCME.

Current Consideration:
The tentative agreement includes an 8 percent increase on the salary schedule retroactive to July 1, 2022.

Budget Implication:
The increase for the 8 percent salary schedule increase will impact the budget with an additional estimated expense of $1,531,298 per year. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees adopt the agreement. **[EXHIBITS BB and CC]**

9.30 ***Certificated Administrators, Classified Confidential, and Classified Management Salary Schedules*** ***ACTION ITEM***

Background Information:
The Anaheim Leadership Team Association (ALTA) are non-bargaining employees of the District. Salaries for ALTA are reviewed each year and are commensurate with pay increases (or decreases due to furlough) with the classified and certificated employee bargaining units. The Board must approve any changes to the ALTA salary schedules.

Current Consideration:
The 2022-23 salary schedules for unrepresented employees include administrators, , and confidential classifications, and classified management. Due to the agreement with the Anaheim Secondary Teachers Association (ASTA) for an 8 percent salary increase, the 2022-23 salary schedules for unrepresented employees shall be increased by 8 percent to become the 2022-23 salary schedules, retroactive to July 1, 2022.

Budget Implication:
The increase for the 8 percent salary schedule increase will impact the budget with an additional estimated expense of $2,682,832 per year. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees adopt the 2022-23 salary schedules for administrators, confidential employees, and classified management. **[EXHIBIT DD]**

9.31 ***Compensation for Superintendent, Assistant Superintendents, and District Counsel*** ***ACTION ITEM***

Background Information:
Employment agreements are required for the District's superintendent and unrepresented upper-level management employees. On May 5, 2022, the Board of Trustees approved employment agreements with the superintendent; the assistant superintendents of Business, Education, and Human Resources; as well as District counsel. The employment agreements provide that the Board may annually review salaries and, with consent of the Board, may increase salaries at any time during the term of the agreements.

Current Considerations:
On December 13, 2022, the Board approved an agreement with the Anaheim Secondary Teachers Association (ASTA) that provided an 8 percent salary increase retroactive to July 1, 2022. On this Board agenda, the Board is being requested to approve an 8 percent salary increase retroactive to July 1, 2022, for the American Federation of State, County and Municipal Employees (AFSCME) and the Anaheim Leadership Team Association (ALTA), which comprises the District's management personnel, excluding the superintendent and upper-level management employees.

Budget Implication:
There is not a known budget impact at this time.

Staff Recommendation:
It is recommended that the Board of Trustees discuss compensation to include an 8 percent increase to salary and tax sheltered annuity retroactive to July 1, 2022, for the superintendent, assistant superintendents, and District counsel. **[EXHIBIT EE]**

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 ***AB 1808, Classified School Employee Summer Assistance Program (CSESAP)***

Background Information:
In the Omnibus Education Trailer Bill, AB 1808, signed by the Governor on June 27, 2018, the Legislature appropriated $50 million to provide matching grant assistance to eligible classified employees. The purpose of the matching grant funds is to encourage classified employees, who work 11 months or less per year, who would otherwise not be paid during the summer months to defer a portion of their pay. Employee participation in the program is voluntary. Depending upon the number of school districts and classified employees who elect to participate, the matching grant would provide up to a one-to-one match of deferred

pay (limited to a maximum of 10 percent of the employee's monthly pay). District participation is optional. The District is currently participating in the program for the 2022-23 year.

The District is required to determine whether to participate in the program for the 2023-24 year, and notify classified employees by January 1, 2023. Once the District notifies classified employees that the District is participating in the program, that decision becomes irrevocable.

AB 1808 provides that the State matching funds received by eligible employees under this program would not be considered compensation for purposes of determining CalPERS retirement benefits.

The District has participated in the CSESAP program since 2019. The following are the number of employees that participated in the CSESAP program each year, and the percent matched from the State for every dollar an employee contributed.

2019-20: 497 participants; 100% match
2020-21: 749 participants; 99% match
2021-22: 684 participants; 100% match

Current Consideration:
The District notified all classified employees of the District's intent to participate in the CSESAP, December 2022. In January 2023, eligible employees will be informed about the program, and invited to informational meetings to learn more about the specifics of the program. Per AB 1808 regulations, employees must determine if they wish to participate in the program by March 1, 2023.

Budget Implication:
Not all classified employees would be eligible to participate in the program, only classified employees that work 11 months or less, who were employed by the District for at least a year, and who are paid less than $62,400 would be eligible. Business Services estimates that 1,078 classified employees that work 11 months or less of the District would be eligible to participate in the matching grant program, although it is unknown how many would elect to do so.

Costs for the program will include administrative costs for processing participation forms, changes in participation level, and accounting for the disbursement of the matching grant funds. In addition, the State will pay the matching grant funds directly to the District, which will then be disbursed as regular payroll. Although the matching grant funds are not considered "compensation" for CalPERS retirement purposes, which means that CalPERS contributions do not need to be paid on the matching grant amount, the funds will be considered ordinary income and taxes will have to be withheld and paid on that amount. Business Services estimates that the District will have to pay an amount equal to 10.37 percent of the matching grant funds for employer payroll taxes. If all eligible employees participated and deferred the maximum amount, and there was a one-to-one match by the State, Business Services estimates that the District's tax payment for the matching funds would not exceed $379,118.

Staff Recommendation:
It is recommended that the Board of Trustees approve the participation in the AB 1808, Classified School Employee Summer Assistance Program.

10.2 ***Award of Bids***

The Board of Trustees is requested to award the following bid.

Bid#	Service	Award	Amount
2023-14	Various School Sites Asphalt Paving (Maintenance Funds and/or other funds as appropriate)	Ben's Asphalt, Inc.	$498,333

Staff Recommendation:
It is recommended that the Board of Trustees award Bid #2023-14.

10.3 ***Addendum, Agreement, Jotform, Inc.***

Background Information:
The District has been using Jotform for the last year to develop digital forms with workflow capabilities. The implementation started with five licenses providing the ability to create forms, develop workflow logic and create system integrations. The District is looking to expand the use of the platform, and needs to purchase additional licenses.

Current Consideration:
The District is looking to double the capacity of form creators from five to ten. Fifty "data only" licenses will also be added to provide workflow capacities. These new licenses will allow leadership visibility into the processes without the ability to edit forms, workflows or system integrations.

The District will evaluate annually and may extend the agreement two additional years.

Budget Implication:
The cost is not to exceed $24,576 annually. (LCFF Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the addendum to the agreement with Jotform, Inc. **[EXHIBIT FF]**

10.4 ***Piggyback Bid, Purchase Through Public Corporation or Agency***

Staff Recommendation:
The State of California Department of Technology offers various data and telecommunications services, equipment, and products at competitive pricing through its multiple award contract CALNET 4. CALNET 4 offers state and local agencies opportunities to purchase a comprehensive array of network, as well as telecommunication services that are on a managed contract, with an established service level agreement, and competitively priced.

Current Consideration:
The District will utilize the State of California Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND) CALNET 4 Statewide Contract A (SWC-A), C4-LEG-12-10-TS-01, for various types of network and telecommunication services. A price comparison was done amongst the different providers on the SWC-A

contract and the lowest cost was AT&T Corp.; which could provide all the services as required by the District.

Budget Implication:
The total monthly expenditure is estimated to be $159,000 per year. The cost will vary based on actual usage of the services and could be more or less than the estimated amount. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the purchase of network and telecommunication services from AT&T Corp., pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 utilizing OTech/STND CALNET 4 Statewide Contract A (SWC-A), C4-LEG-12-10-TS-01.

10.5 ***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 or 17546. **[EXHIBIT GG]**

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

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

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

Staff Recommendation:
It is recommended that the Board of Trustees ratify the reports December 5, 2022, through January 8, 2023. **[EXHIBITS II and JJ]**

10.8 ***Check Register/Warrants Report***

Staff Recommendation:
It is recommended that the Board of Trustees ratify the report December 5, 2022, through January 8, 2023. **[EXHIBIT KK]**

10.9 **SUPPLEMENTAL INFORMATION**

10.9.1 Cafeteria Fund, October 2022 **[EXHIBIT LL]**

10.9.2 Enrollment, Month 4 **[EXHIBIT MM]**

EDUCATIONAL SERVICES

10.10 ***2022-23 School Plan for Student Achievement***

Background Information:
California Education Code, Section 64001, specifies that schools and districts that receive state and federal funding prepare a School Plan for Student Achievement for any recipient school. The purpose of the School Plan for Student Achievement is to coordinate all educational services at the school, and it serves as a blueprint to improve the academic performance of all students.

Current Consideration:
Each action plan, recently distributed to the Board of Trustees, and available to the public, includes information pertaining to school site curriculum, instruction, professional development, parent activities, and budgeted expenditures.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees approve the school plans for student achievement.

10.11 ***Amendment, Educational Consulting Agreement, New Pedagogies for Deeper Learning (NPDL)***

Background Information:
New Pedagogies for Deeper Learning is a global innovation partnership working with education systems in 17 countries to transform learning so that all students can flourish in a complex world. NPDL's approach to bringing fundamental change is to work jointly with all levels of the system: schools, teachers, leaders, and communities to foster learning cultures that unleash potential. NPDL served as a critical friend to California at government and local levels for the past decade producing a series of publications; California's Golden Opportunity.

Current Consideration:
The Board of Trustees approved the agreement with NPDL on April 7, 2022, to facilitate a scaling up strategy to implement Capstone projects at all District schools and provide input on strategies to increase deep learning. An amendment is requested to add additional services to the program, thus increasing the previously approved cost of services. All other terms and conditions remain intact.

Budget Implication:
The total cost for these services is not to exceed $60,000. The previously approved amount was not to exceed $50,000. (Educator Effectiveness Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the amendment.

10.12 ***Addendum, Participation Agreement, Orange County Department of Education (OCDE), Inside the Outdoors***

Background Information:
The Orange County Department of Education (OCDE) offers a variety of programs through their Inside the Outdoors Department. The programs are a combination of in-classroom experiences, connecting students to the natural world through unforgettable hands-on experiences, as well as educational field trips. This year due to COVID-19, the program has shifted to a virtual program.

Current Consideration:
The Board of Trustees approved the agreement with the Orange County Department of Education on September 13, 2022. An addendum is requested to add additional dates to the program for Loara High School. All other terms and conditions remain intact.

Budget Implication:
There is no impact to the budget. Inside the Outdoors has secured a grant for the expense of the program.

Staff Recommendation:
It is recommended that the Board of Trustees approve the addendum agreement with the Orange County Department of Education. **[EXHIBIT NN]**

10.13 ***Consulting Agreement, Orange County Asian and Pacific Islander Community Alliance (OCAPICA)***

Background Information:
OCAPICA was established in 1997 with the mission to build a healthier and stronger community by enhancing the well-being of Asians and Pacific Islanders through inclusive partnerships in the areas of service, education, advocacy, organizing, and research. OCAPICA has provided services such as social, emotional, and academic support groups, career development, civic engagement, as well as community services for students and families across the District's high school sites. The goal of OCAPICA's presence in the District is to provide support to Asian and Pacific Islander students, as well as other youth.

Current Consideration:
The purpose of this agreement is to support the implementation of the District's Biotechnology Pathway Program at Anaheim High School. OCAPICA will provide a consultant to help develop curriculum and assessments that lead to certification in biotechnology, research internship opportunities, and develop collaborative projects between Western High School's iLab, Magnolia High School's Magnolia Agriscience Community Center (MACC), and Anaheim High School's Biotechnology Pathway. Services will be provided January 20, 2023, through June 30, 2024.

Budget Implication:
The total costs for these services are not to exceed $70,000. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreement. **[EXHIBIT OO]**

10.14 ***Amendment, Agreement, UCLA Graduate School of Education and Information Studies, Center X***

Background Information:
For the 2021-22 year, the Math Task Force focused on looking at high school course offerings in order to provide opportunities for students to take a variety of A-G approved mathematics courses that are more aligned to the Career Preparedness Systems Framework and the upcoming California Mathematics Frameworks. The Math Task Force was composed of 22 Math teachers representing both high school and junior high schools. One of the courses that the Math Task Force decided to offer for the 2022-23 year was Introduction to Data Science (IDS). Data Science is a growing discipline that impacts all major industries. The Bureau of Labor Statistics projects 31.4 percent employment growth for data scientists between 2020 and 2030. Students will learn how to create programing code and combine it with statistical knowledge to uncover the stories hidden within data.

Current Consideration:
The original agreement was approved by the Board of Trustees on June 16, 2022. An amendment is requested to the original agreement. The Regents of the University of California on behalf of the Introduction to Data Science Project/UCLA SE&IS Center X have since amended the agreement to reflect a lesser amount, as less students are enrolled in the Intro to Data Science course than projected. The original agreement had a cost for the 2022-23 year of $34,020, the amended agreement has a cost for the 2022-23 year of $32,508. All other terms and conditions remain intact.

Budget Implication:
The total estimated amount of the expenditures will be reduced from $34,020 to $32,508. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the amendment. **[EXHIBIT PP]**

10.15 ***Agreement, California Regional K-16 Education Collaborative Grant Program Services***

Background Information:
The California Regional K-16 Education Collaborative Grant Program (K-16 Grant Program) is part of a statewide strategy for strengthening education-to-workforce pathways and ensuring the educational, vocational, and workforce programs work in partnership to address the income, racial, and gender inequities in education and employment. Grant funds are awarded generally for purposes of supporting K-16 education collaboratives to create streamlined pathways from high school to postsecondary education and into the workforce.

Current Consideration:
Orange County Department of Education (OCDE) would like to enter into a service agreement with the District to implement the initiatives of the K-16 Grant Program, including participating in the Cradle-to-Career Data System and enhancing work-based learning and career pathway development in the Healthcare, Education, Business Management, and Engineering/Computing industry sectors. Services are being provided January 1, 2023, through August 31, 2026. The funding will be used for personnel costs to support the efforts of the grant.

Budget Implication:
The District will receive funding under this agreement in the amount of $320,000.

Staff Recommendation:
It is recommended that the Board of Trustees ratify the services agreement.
[EXHIBIT QQ]

10.16 ***Amendment, California State University (CSUF), Health Careers Opportunity Program (HCOP)***

Background Information:
The North Orange County Allied and other Health Careers Opportunity Program (HCOP) aims to increase the pipeline of disadvantaged Latinos, Pacific Islanders (including Native Hawaiian, Samoan, and Chamorro), as well as Southeast Asians (particularly Vietnamese, Cambodian, Hmong, and Lao) into the professions of communicative disorders, counseling, occupational therapy, public health (including environmental health specialists, epidemiologists, health educators, and gerontologists), physical therapy, and social work. This multifaceted effort is specifically designed to increase retention and graduation of these diverse underserved students across the educational continuum, from high school and community college into four-year college and graduate allied, as well as other health profession programs.

The District has been in an agreement with California State University (CSU), Fullerton Auxiliary Services Corporation to receive grant funding and provide services to students under this program for the last three years, and participated in a previous three-year agreement as well.

Current Consideration:
CSU Fullerton Auxiliary Services has provided an amendment to the agreement to modify the scope of work and extend the period of performance through August 31, 2023. All other terms and conditions remain intact.

Budget Implication:
The District will receive $52,432 in grant funds during the 2022-23 year.

Staff Recommendation:
It is recommended that the Board of Trustees approve the amendment. **[EXHIBIT RR]**

10.17 ***Agreement, Marin County Office of Education, Community Engagement Initiative (CEI)***

Background Information:
The California Collaborative for Educational Excellence (CCEE) is a statewide agency designed to help deliver on California's promise of a quality, equitable education for every student. CCEE does this by working collaboratively with other state agencies, partner agencies, county offices of education (COEs), and stakeholders. CCEE plays a critical role in strengthening and growing California's system of support, a component of the state's accountability system whose guiding principles include local control and continuous improvement. The District was selected as an inaugural member of the Community Engagement Initiative (CEI), along with five other school districts.

Marin County office of education is the administrative agent for CCEE.

Current Consideration:
For the fourth year in a row, the District will enter into agreement with Marin County Office of Education and CCEE to provide facilitation services for CEI. This may include activities such as facilitating meetings, hosting demonstration site activities, development of resources and/or delivery of trainings. This agreement is in effect September 1, 2022, through June 30, 2023. The agreement will be signed following Board approval.

Budget Implication:
The District will be compensated up to $100,000.

Staff Recommendation:
It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT SS]**

10.18 ***Agreement, Marin County Office of Education, Community Engagement Initiative, Peer Leading and Learning Network***

Background Information:
The California Collaborative for Educational Excellence (CCEE) is a statewide agency designed to help deliver on California's promise of a quality, equitable education for every student. CCEE does this by working collaboratively with other state agencies, partner agencies, county offices of education (COEs), and stakeholders. CCEE plays a critical role in strengthening and growing California's system of support, a component of the state's accountability system whose guiding principles include local control and continuous improvement. The District was selected as an inaugural member of the Community Engagement Initiative (CEI), along with five other school districts.

Marin County office of education is the administrative agent for CCEE.

Current Consideration:
The District will enter into agreement with Marin County Office of Education and CCEE in order to recoup costs of participating in CEI. This may include costs associated with participating in meetings, collaboratives and conferences, as well as travel expenses related to these activities. Services are being provided September 1, 2022, through June 30, 2023. The agreement will be signed following Board approval.

Budget Implication:
The District will be compensated up to $103,000.

Staff Recommendation:
It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT TT]**

10.19 ***Agreement, Orange County Department of Education, Peer-Led Campaign Advisor Incentive***

Background Information:
Orange County Department of Education (OCDE) is offering Youth Development Programs for participating schools. Savanna High School applied and was selected to participate in the Peer-Led Campaign opportunity this year.

Current Consideration:
OCDE will provide training, materials, and resources for student leadership groups to implement a multifaceted mental health awareness campaign. OCDE will provide a $1,200

advisor stipend for this project. Services are being provided January 1, 2023, through June 30, 2023.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT UU]**

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

Background Information:
Friday Night Live is a high school program and Club Live is a junior high school program. These school-based programs implement student activities that focus on alcohol and other drug prevention services. The Orange County Superintendent of Schools' agreement provides the District with funding to pay stipends to school advisors for supporting the programs.

Current Consideration:
The schools participating in these programs are Dale, Lexington, and South junior high schools, as well as Cypress, Gilbert, Kennedy, Magnolia, and Savanna high schools. Services are being provided December 1, 2022, through June 30, 2023.

Budget Implication:
The total cost is not to exceed $9,600, to be reimbursed through the Orange County Superintendent of Schools. (Grant Funds)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT VV]**

10.21 ***Contracts, Independent Speech and Language Assessments, Susan Hollar***

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

Current Consideration:
Following parents' requests for independent speech/language assessments and consultation with parents and parents' representatives, the District determined that it was in the best interest of the students and the District to provide independent assessments and allow the individualized education program teams to consider the information.

Budget Implication:
The cost for these services is $2,600 per evaluation, for a total cost not to exceed $5,200. (Special Education Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the contracts. **[EXHIBITS WW and XX]**

10.22 ***Independent Contractor Services Agreement, New Direction Solutions, LLC dba ProCare Therapy***

Background Information:
When a District Special Youth Services staff member takes a leave of absence, or if there is a sudden need to fill a vacancy, we must fill that position on a temporary basis with a qualified individual. Agreements with staffing agencies provide qualified individuals when there is a sudden need to fill a vacancy.

Current Consideration:
The agreement with New Directions Solutions, LLC dba ProCare Therapy provides contract services, for the period December 12, 2022, through May 25, 2023, due to temporary leaves of absence of District personnel.

Budget Implication:
The total cost for these services is not to exceed $141,400, based on the experience of the temporary staff. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the agreement. **[EXHIBIT YY]**

10.23 ***Instructional Materials Submitted for Adoption***

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

Staff Recommendation:
It is recommended that the Board of Trustees adopt the selected materials. **[EXHIBIT ZZ]**

10.24 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in dual enrollment. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, January 20, 2023, through February 16, 2023.

Staff Recommendation:
It is recommended that the Board of Trustees approve the display. **[EXHIBIT AAA]**

10.25 ***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 BBB]**

10.26 ***Field Trip Report***

Staff Recommendation:
It is recommended that the Board of Trustees approve/ratify the report as submitted. **[EXHIBIT CCC]**

HUMAN RESOURCES

10.27 ***2022-23 Second Quarterly Report, Williams Uniform Complaints***

Background Information:
The Williams Uniform Complaints report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, and intensive instruction. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education.

Current Consideration:
The Williams Uniform Complaints Second Quarterly Report, October 1, 2022, through December 31, 2022, states there were no complaints during this quarter.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees accept the report. **[EXHIBIT DDD]**

10.28 ***2022-23 Employee Salary Schedules***

Background Information:
The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally approve classified salary schedules, along with any subsequent additions, corrections, or modifications made to the schedules. Routine modifications continue to be necessary to accurately represent negotiated changes, necessary updates, and corrections on the schedules.

Current Consideration:
Adopt modifications to the salary schedules for the Administration, California School Employee Association (CSEA), Management, Mid-Managers Association (MMA), and Non-Classified employee groups.

The proposed modifications include the following:

- Administration: Inclusion of Social Worker Lead to the list of positions receiving a $135 per month mileage allowance.
- CSEA: Establishment of Medi-Cal Billing Specialist and Senior Buyer; range increase for Athletic Trainer and Workability Placement Specialist based on recommendations approved at the Personnel Commission meetings on May 10, 2022, and December 14, 2022.
- Management: Establishment of Credentials Analyst.
- Mid-Managers Association: Notation of Food Services Site Manager II as a 10-month position.
- Non-Classified: Inclusion of Psychology Intern, Student Worker, and Workability Student.

Budget Implication:
The approval for the salary schedule itself is not approval to fund specific assignments, but rather approval for the types of positions and compensation that may be approved with subsequent Board action for specific individuals.

Staff Recommendation:
It is recommended that the Board of Trustees adopt the salary schedules for Administration, CSEA, Management, Mid-Managers Association, and Non-Classified employee groups as submitted. **[EXHIBIT EEE]**

10.29 ***Certificated Personnel Report***

Staff Recommendation:
It is recommended that the Board of Trustees approve/ratify the report as submitted. **[EXHIBIT FFF]**

10.30 ***Classified Personnel Report***

Staff Recommendation:
It is recommended that the Board of Trustees approve/ratify the report as submitted. **[EXHIBIT GGG]**

SUPERINTENDENT'S OFFICE

10.31 ***Membership, Digital Promise***

Background Information:
The Digital Promise League of Innovative Schools is a national network that connects and supports the most forward-thinking leaders in education. League members represent more than 150 districts in 38 states serving more than 4.4 million students. Their diverse experiences reflect the advancements, challenges, and vital work of public education in the United States. The League of Innovative Schools was launched at the White House under President Barack Obama within the U.S. Department of Education.

Current Consideration:
The Digital Promise League of Innovative Schools will connect with key education and industry leaders, as well as community partners. It is a coalition of leading superintendent committed to partnering with developers, research institutions, and one another to demonstrate, evaluate, and scale up innovations that deliver better results for students. It will strengthen business collaboration with educational institutions and community partners.

Budget Implication:
The cost of the membership for the 2022-23 year is not to exceed $3,500. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the membership.

10.32 ***Board of Trustees' Meeting Minutes***

November 17, 2022, Regular Meeting **[EXHIBIT HHH]**

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

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 meeting of the Board of Trustees will be held on Thursday, February 16, 2023, at 6:00 p.m.

Tuesday, March 7
Thursday, April 13
Thursday, May 4
Thursday, June 8
Thursday, June 15
Thursday, July 20
Thursday, August 10
Thursday, September 14
Thursday, October 12
Thursday, November 16
Thursday, December 14

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 morales_p@auhsd.us by 5:00 p.m. on Tuesday, January 17, 2023.

EXHIBIT A

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:	11/11/2022

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:
FNL - Friday Night Live

Purpose of the group (Please describe thoroughly):
A leadership group creating a positive community to prevent alcohol and drug use among peers.

Frequency of group meetings:
2nd and 4th Thursday of each month.

Proposed meeting day, time and location:

Day:	Thursday	Time:	lunch	Location:	Room 321

Applicant's Signature:		Date:	11/17/2022
Printed Name:	Gavin Kim		

Advisor's Signature:		Date:	11/17/2022
Printed Name:	Shelley Hawkins		

Principal's Signature:		Date:	11/18/2022
Printed Name:	Jennifer Brown		

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

Assistant Superintendent's Signature:		Date:	12/22/22

Dr. Jaron Fried

Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division

EXHIBIT B

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	**Magnolia High School**	**Date of Application:**	**Nov:12, 2022**

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:

Muslim Union Group

Purpose of the group (Please describe thoroughly):

The purpose of this group is learning about islam and teaching others who want's to learn about the religion of islam.The word Islam mean Abrahamic monotheistic religion centred primarily around the Quran,a religious text considered by muslims to be the direct word of God as it was revealed to Muhammad,the main and final Islamic prophet.

Frequency of group meetings:

Anyone can join these groups.

Proposed meeting day, time and location:

Day:	Monday Tuesday Friday	Time: 12:43 - 1:15		Location : Room 806	

Applicant's Signature:	Aqsa	Date:	11/14/2022
Printed Name:	Aqsa Hashimi		

Advisor's Signature:	A. White	Date:	11/14/22
Printed Name:	Angelita White		

Principal's Signature:		Date:	11/14/22
Printed Name:	Aaron Chau		

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

Assistant Superintendent's Signature:		Date:	12/20/22

Dr. Jaron Fried

Following approval, the completed application will be returned to the school principal.

EXHIBIT C

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

School:	Savanna High School	Date of Application:	12/5/2022

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:

Peacemakers, a Christian Inspired Films Club (PCF Club)

Purpose of the group:

The purpose of Peacemakers, a Christian Inspired Films Club is to highlight important topics that may bring inspiration and motivation to the lives of students. And to create films in order to empower students by embracing cultural diversity, promoting peace, and providing a safe space for any person of any background.

Frequency of group meetings:

Once Every Week

Proposed meeting day, time and location:

Day:	Friday	Time:	12:43 - 1:13	Location:	Room 60

Applicant's Signature:	Madeline Escobar	Date:	12/5/22
Printed Name:	Madeline Escobar		

Advisor's Signature:		Date:	12/8/22
Printed Name:	Demmi Ochoa		

Principal's Signature:		Date:	12/8/22
Printed Name:	Mike Pooley		

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

Assistant Superintendent's Signature:		Date:	12/20/22

Dr. Jaron Fried

Following approval, the completed application will be returned to the school principal.

EXHIBIT D

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	DALE JHS	Date of Application:	11-7-22

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: MESA Club
Purpose of the group (Please describe thoroughly):

Students will learn and practice the Engineering Design Process by building one project from the MESA Curriculum. Two projects per category will be allowed to participate in the MESA competition held at UCI sometime in late February or early March. Students get to visit and explore the campus. Participants in this club will learn the technical skills of engineering, apply all the soft skills as they build their project and incorporate voice and agency with the projects they choose and how to build them.

Frequency of group meetings:

Once a week, Thursdays from 2:30-4:00.

Proposed meeting day, time and location:

Day:	Thursday	Time:	2:30-4:00	Location:	Dale JHS, Room 501

Applicant's Signature:	Steven Nguyen	Date:	11-7-22
Printed Name:	Steven Nguyen		[redacted]

Advisor's Signature:		Date:	11-7-22
Printed Name:	Brion Shoemaker		[redacted]

Principal's Signature:		Date:	11-8-22
Printed Name:	RAFAEL SANTIAGO		[redacted]

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

Assistant Superintendent's Signature:		Date:	12/20/22

Dr. Jaron Fried

Following approval, the completed application will be returned to the school principal.

EXHIBIT E

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Walker JH	**Date of Application:**	12-6-22

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:
Medical Professions Club

Purpose of the group (Please describe thoroughly):
To help students who want to go into the medical field reach their goals by bringing in guest speakers to show them what they did and how to get into this field. Also, presentations to show what paths to take for each career that each student is interested in.

Frequency of group meetings:
Weekly

Proposed meeting day, time and location:

Day:	Thursday	Time:	11:40 am	Location:	Room 42

Applicant's Signature:	Cameron Garner	Date:	12-6-22
Printed Name:	Cameron Garner		

Advisor's Signature:	Kelly Hutchins	Date:	12-6-22
Printed Name:	Kelly Hutchins		

Principal's Signature:	Jennifer Sasai	Date:	12/7/2022
Printed Name:	Jennifer Sasai		

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

Assistant Superintendent's Signature:		Date:	12/20/22

Dr. Jaron Fried

Following approval, the completed application will be returned to the school principal.

EideBailly

CPAs & BUSINESS ADVISORS

December 15, 2022

To the Governing Board
Anaheim Union High School District
Anaheim, California

We have audited the financial statements of Anaheim Union High School District (the District) as of and for the year ended June 30, 2022, and have issued our report thereon dated December 15, 2022. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards* and our Compliance Audit under the Uniform Guidance

As communicated in our letter dated June 1, 2022, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America and to express an opinion on whether the District complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs. Our audit of the financial statements and major program compliance does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Our responsibility, as prescribed by professional standards as it relates to the audit of the District's major federal program compliance, is to express an opinion on the compliance for each of District's major federal programs based on our audit of the types of compliance requirements referred to above. An audit of major program compliance includes consideration of internal control over compliance with the types of compliance requirements referred to above as a basis for designing audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, as a part of our major program compliance audit, we considered internal control over compliance for these purposes and not to provide any assurance on the effectiveness of the District's internal control over compliance.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated December 15, 2022. We have also provided our comments regarding compliance with the types of compliance requirements referred to above and internal controls over compliance during our audit in our Independent Auditor's Report on Compliance with Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance dated December 15, 2022.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

As stated in our auditor's report, professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks". We have identified the following as significant risks.

- Management Override of Controls – Professional standards require auditors to address the possibility of management overriding controls. Accordingly, we identified as a significant risk that management of the District may have the ability to override controls that the District has implemented. Management may override the District's controls in order to modify the financial records with the intent of manipulating the financial statements to overstate the District's financial performance or with the intent of concealing fraudulent transactions.

- Revenue Recognition – We identified revenue recognition as a significant risk due to financial and operational incentives for the District to overstate revenues.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. As described in Notes 1, the District changed accounting policies related to accounting for leases to adopt the provisions of GASB Statement No. 87, *Leases*. No lease liabilities or lease assets were recorded as of June 30, 2022. Therefore, the implementation of this standard did not have an effect on beginning net position. No matters have come to

our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Governmental Accounting Standards Board (GASB) requires the District to calculate, recognize, and report the costs and obligations associated with pensions in their financial statements. These amounts were all determined based on the District's proportionate share of the California State Teachers' Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS) estimated net pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense, which utilized projections of future contributions and future earnings, actuarial assumptions such as inflation, salary increases, mortality rates, and investment rate of return and discount rates in the determination of the final balances reported in the CalSTRS and CalPERS audited financial statements. The District's proportionate share was determined by calculating the District's share of contributions to the pension plan relative to the contributions of all participating entities in the plan.

Management's estimate of the Net OPEB liability, related deferred outflows of resources, deferred inflows of resources, and OPEB expense are based on a calculation of actuarially determined contributions for health insurance benefits.

Management's estimate of the workers' compensation claims' liability is based on a calculation of actuarially determined projected liability of the District's workers' compensation insurance program (previously self-insured remaining claims) and the health and welfare projected outstanding claims (based on past experience of claims turnover).

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the District's financial statements relate to Other Postemployment Benefits (OPEB) Liability (Note 10), Risk Management (Note 12), and Employee Retirement Systems (Note 13).

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole.

There were no corrected misstatements of the financial statements.

The following summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole:

- General Fund
    - Understatement of beginning fund balance $1,271,161
    - Overstatement of accounts receivable $1,105,116
    - Understatement of accounts payable $790,505
- Building Fund
    - Overstatement of cash in county (FMV) $52,559
- Student Activity Non-Major Governmental Fund
    - Overstatement of cash in banks $154,177
- Bond Interest and Redemption Non-Major Governmental Fund
    - Overstatement of cash in county (FMV) $284,297

The effect of these uncorrected misstatements, including the effect of the reversal of prior year uncorrected misstatements as of and for the year ended June 30, 2022, is an overstatement of change in net position of $1,115,493 and an overstatement of ending net position of $2,386,654 for the government-wide statements; an overstatement of net change in fund balance of $624,460 and an overstatement of fund balance of $1,895,621 for the General Fund; an overstatement of net change in fund balance and fund balance of $52,559 for the Building Fund; and an overstatement of net change in fund balance and fund balance of $438,474 for the Aggregate Remaining Funds.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report.

Independent Auditor's Report on State Compliance

Our auditor's report on state compliance included a qualified opinion on the Comprehensive School Safety Plan.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated December 15, 2022.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

This report is intended solely for the information and use of the governing board, and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

Eide Bailly LLP

Rancho Cucamonga, California

Financial Statements
June 30, 2022

Anaheim Union High School District

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CPAs & BUSINESS ADVISORS

Independent Auditor's Report

To the Governing Board
Anaheim Union High School District
Anaheim, California

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Anaheim Union High School District (the District) as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District, as of June 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States *(Government Auditing Standards)*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in the District's total OPEB liability and related ratios, schedule of the District's proportionate share of the net OPEB liability – MPP program, schedule of the District's proportionate share of the net pension liability, and schedule of the District's contributions, be presented to supplement the basic financial statements. Such

information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and other supplementary information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and other supplementary information listed in the table of contents are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 15, 2022 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Eide Bailly LLP

Rancho Cucamonga, California
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This section of Anaheim Union High School District's (the District) June 30, 2022, annual financial report presents our discussion and analysis of the District's financial performance during the fiscal year that ended on June 30, 2022, with comparative information for the year ended June 30, 2021. Please read it in conjunction with the District's financial statements, which immediately follow this section.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Financial Statements

The financial statements presented herein include all of the activities of the District and its component units using the integrated approach as prescribed by Governmental Accounting Standards Board (GASB) Statement No. 34.

The *Government-Wide Financial Statements* present the financial picture of the District from the economic resources measurement focus using the accrual basis of accounting. These statements include all assets of the District (including capital assets), and deferred outflows of resources, as well as all liabilities (including long-term obligations) and deferred inflows of resources. Additionally, certain eliminations have occurred as prescribed by the statement in regards to interfund activity, payables, and receivables.

Governmental Activities are prepared using the economic resources measurement focus and the accrual basis of accounting.

The *Fund Financial Statements* include statements for each of the three categories of activities: governmental, proprietary, and fiduciary.

- The Governmental Funds are prepared using the current financial resources measurement focus and modified accrual basis of accounting.
- The Proprietary Funds are prepared using the economic resources measurement focus and the accrual basis of accounting.
- The Fiduciary *Funds* are prepared using the economic resources measurement focus and the accrual basis of accounting.

Reconciliation of the Fund Financial Statements to the Government-Wide Financial Statements is provided to explain the differences created by the integrated approach.

The Primary unit of the government is the Anaheim Union High School District.

REPORTING THE DISTRICT AS A WHOLE

The Statement of Net Position and the Statement of Activities

The *Statement of Net Position* and the *Statement of Activities* report information about the District as a whole and about its activities. These statements include all assets, deferred outflows of resources, liabilities, and deferred inflows of resources of the District using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. Net position is the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources, one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether *its financial health is* improving or deteriorating. Other factors to consider are changes in the District's property tax base and the condition of the District's facilities.

The relationship between revenues and expenses is the District's *operating results.* Since the governing board's responsibility is to provide services to our students and not to generate profit as commercial entities do, one must consider other factors when evaluating the overall health of the District. The quality of the education and the safety of our schools will likely be an important component in this evaluation.

In the *Statement of Net Position* and the *Statement of Activities*, we present the District activities as follows:

Governmental Activities - All of the District's services are reported in this category. This includes the education of grade seven through grade twelve students, and the on-going effort to improve and maintain buildings and sites. Property taxes, State income taxes, user fees, interest income, Federal, State and local grants, as well as general obligation bonds, finance these activities.

REPORTING THE DISTRICT'S MOST SIGNIFICANT FUNDS

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds - not the District as a whole. Some funds are required to be established by State law and by bond covenants. However, management establishes many other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants, and other money that it receives from the governmental agencies.

Governmental Funds - Most of the District's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. The differences of results in the governmental fund financial statements to those in the government-wide financial statements are explained in a reconciliation following the governmental fund financial statements.

Proprietary Funds - When the District charges users for the services it provides, whether to outside customers or to other departments within the District, these services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the *Statement of Net Position* and the *Statement of Revenues, Expenses, and Changes in Fund Net Position*. We use internal service funds to report activities that provide supplies and services for the District's other programs and activities - such as the District's Self-Insurance Fund. The internal service funds are reported with governmental activities in the government-wide financial statements.

THE DISTRICT AS TRUSTEE

Reporting the District's Fiduciary Responsibilities

The District is the trustee, or *fiduciary,* for funds held on behalf of others, like our custodial pass-thru fund for special education local plan area (SELPA) activities. The District's fiduciary activities are reported in the *Statement of Fiduciary Position* and the *Statement of Change in Net Position*. We exclude these activities from the District's other financial statements because the District cannot use these assets to finance its operations. The District is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

THE DISTRICT AS A WHOLE

Net Position

The District's net position was $74,094,691 for the fiscal year-ended June 30, 2022. Of this amount, $(314,493,381) was unrestricted deficit. Restricted net position is reported separately to show legal constraints from debt covenants, grantors, constitutional provisions, and enabling legislation that limit the governing board's ability to use the net position for day-to-day operations. Our analysis below, in summary form, focuses on the net position (Table 1) and change in net position (Table 2) of the District's governmental activities.

Table 1

	Governmental Activities	
	2022	2021
Assets		
Current and other assets	$ 426,102,227	$ 406,133,340
Capital assets	450,838,274	438,019,489
Total assets	876,940,501	844,152,829
Deferred outflows of resources	100,305,127	112,795,596
Liabilities		
Current liabilities	49,950,079	54,707,144
Long-term liabilities other than OPEB and pension	326,612,895	335,094,968
Other postemployment benefits (OPEB) liability	86,924,959	105,068,034
Aggregate net pension liability	224,100,190	405,593,166
Total liabilities	687,588,123	900,463,312
Deferred inflows of resources	215,562,814	60,830,646
Net Position		
Net investment in capital assets	216,153,267	213,307,304
Restricted	172,434,805	123,832,013
Unrestricted (deficit)	(314,493,381)	(341,484,850)
Total net position (deficit)	$ 74,094,691	$ (4,345,533)

The increase in total assets is mainly due to increased LCFF funding and an increase in capital assets attributed to the modernization/construction projects completed and in progress. Total liabilities decreased mainly due to the decrease in the other post-employment benefits liability, a decrease in long-term liabilities, and a decrease in the net pension liability. The increased net position is mainly attributed to increased federal and state revenues and property taxes.

Changes in Net Position

The changes in net position for this year's operations for the District as a whole are reported in the *Statement of Activities* on page 15. Table 2 takes the information from the Statement, rounds off the numbers, and rearranges them slightly so you can see our total revenues for the year.

Table 2

	Governmental Activities	
	2022	2021
Revenues		
Program revenues		
Charges for services and sales	$ 4,428,855	$ 4,248,625
Operating grants and contributions	135,633,877	131,873,810
Capital grants and contributions	11,179,537	17,759,450
General revenues		
Federal and State aid not restricted	246,331,674	225,897,252
Property taxes	147,393,810	138,004,015
Other general revenues	8,351,528	19,638,641
Total revenues	553,319,281	537,421,793
Expenses		
Instruction-related	303,967,657	328,575,055
Pupil services	64,343,178	62,765,049
Administration	27,214,521	29,226,698
Plant services	43,692,858	43,868,233
All other services	35,660,843	31,093,131
Total expenses	474,879,057	495,528,166
Change in net position	$ 78,440,224	$ 41,893,627

Governmental Activities

As reported in the *Statement of Activities* on page 15, the cost of all of our governmental activities this year was $474,879,057. However, the amount that our taxpayers ultimately financed for these activities through local taxes was only $147,393,810 because the cost was paid by those who benefited from the programs ($4,428,855) or by other governments and organizations who subsidized certain programs with grants and contributions ($146,813,414). We paid for the remaining "public benefit" portion of our governmental activities with $254,683,202 in Federal and State funds and with other revenues, like interest and general entitlements. Operating grants and contributions consist of categorical programs. Capital grants and contributions consist of State modernization and construction funds.

In Table 3, we have presented the cost and net cost of each of the District's largest functions: instruction-related, including special instruction programs and other instructional programs, pupil services, administration, plant services, and all other services. As discussed above, net cost shows the financial burden that was placed on the District's taxpayers by each of these functions. Providing this information allows our citizens to consider the cost of each function in comparison to the benefits they believe are provided by that function.

Table 3

	Total Cost of Services		Net Cost of Services	
	2022	2021	2022	2021
Instruction-related	$ 303,967,657	$ 328,575,055	$ (211,706,436)	$ (223,819,012)
Pupil services	64,343,178	62,765,049	(24,398,256)	(36,422,714)
Administration	27,214,521	29,226,698	(20,701,792)	(21,836,642)
Plant services	43,692,858	43,868,233	(42,218,986)	(37,475,807)
All other services	35,660,843	31,093,131	(24,611,318)	(22,092,106)
Total	$ 474,879,057	$ 495,528,166	$ (323,636,788)	$ (341,646,281)

The main reason for a decrease is the cost of services provided to students is the one-time funds for COVID-19 relief, Expanded Learning Opportunities (ELO), and Learning Loss Mitigation were fully spent in the prior year.

THE DISTRICT'S FUNDS

As the District completed this year, our governmental funds reported a combined fund balance of $344,832,536, which is an increase of $22,232,946, or 6.9% from last year (Table 4).

Table 4

	Balances and Activity			
Governmental Fund	June 30, 2021	Revenues and Other Financing Sources	Expenditures and Other Financing Uses	June 30, 2022
General Fund	$ 152,426,652	$ 489,894,551	$ 461,954,675	$ 180,366,528
Building Fund	92,983,414	(844,853)	21,823,498	70,315,063
County School Facilities	37,983	11,304,054	11,342,037	-
Special Reserve Fund for Capital Outlay Projects	31,825,399	13,588,034	7,014,661	38,398,772
Student Activity Fund	2,812,181	4,958,695	4,688,534	3,082,342
Cafeteria Fund	2,799,340	29,374,074	23,359,821	8,813,593
Capital Facilities Fund	23,080,371	6,906,867	3,973,543	26,013,695
Bond Interest and Redemption Fund	16,634,250	20,897,306	19,689,013	17,842,543
Total	$ 322,599,590	$ 576,078,728	$ 553,845,782	$ 344,832,536

The primary reasons for these increases/decreases are:

1. The General Fund is the principal operating fund. The actual fund balance during the 2021-2022 fiscal year increased approximately $27.9 million, primarily due to an increase in revenue received from A-G Grants, Educator Effectiveness Grants, and increased Local Control Funding Formula (LCFF) Revenues.
2. The Building Fund decreased $22.6 million mainly attributed to expenditures on Measure H bond projects.
3. The Districts Capital Facilities Fund revenue was $6.9 million, and expenditures were $3.9 million for an increase in fund balance of $2.9 million. Expenditures include $2.6 million in debt service payments for the 2017 Certificates of Participation.
4. Our Special Reserve fund for Capital Outlay Projects increased $6.6 million due to State Facilities funds received to reimburse facilities projects that were pre-funded using other funds. Expenditures of $2.6 million were attributed to debt service payments recorded in the Special Reserve Fund which is offset by a transfer of funds from the Capital Facilities Fund.
5. The Cafeteria Fund increased $8.0 million primarily from increased federal revenues for meal reimbursements for the national school lunch program. The District served 1.4 million more meals in 2021-2022 than in 2020-2021. In addition, the reimbursement rate for lunches increased from $3.53 to $4.56 for each meal claimed. For breakfast we received $2.60 for each meal in 2021-2022, while in 2020-2021 we only received either $1.89 or $2.26 per meal claimed.

General Fund Budgetary Highlights

Over the course of the year, the District revises its budget as it attempts to deal with unexpected changes in revenues and expenditures. The final amendment to the budget was adopted in September 2022. (A schedule showing the District's original and final budget amounts compared with amounts actually paid and received is provided in our annual report on page 74.

1. General Fund final budgeted ending fund balance increased by approximately $37.5 million over the original projection. A total of $23.5 million in restricted funds were budgeted in expenditure accounts in the original budget and then moved to the Restricted Reserve in the final budget. This is a normal practice of the District as not all restricted monies are spent in the year the monies are received.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At the end of this year, the District had $450,838,274 in a broad range of capital assets (net of depreciation), including land, buildings, and furniture and equipment. This amount represents a net increase (including additions, deductions, and depreciation) of $12,818,785, or 2.9%, from last year.

Table 5

	Governmental Activities	
	2022	2021
Land and construction in progress	$ 166,789,886	$ 164,609,172
Buildings and improvements	260,125,585	254,823,206
Equipment	23,922,803	18,587,111
Total	$ 450,838,274	$ 438,019,489

This year's increase of $12.8 million is due primarily to the Measure H construction projects.

The District's major construction program is on-going. Smaller, routine facilities projects are also on-going. We present more detailed information about our capital assets in Note 5 to the financial statements.

Long-Term Liabilities other than Other Postemployment Benefits (OPEB) and Pension

At the end of this year, the District had $326,612,895 in long-term liabilities other than OPEB and pension versus $335,094,968 last year, a decrease of $8,482,073, or 2.5%. The long-term liabilities consisted of the following:

Table 6

	Governmental Activities	
	2022	2021
Long-Term Liabilities		
General obligation bonds	$ 267,677,286	$ 276,463,848
Premium on issuance	15,257,337	16,992,336
Certificates of participation	30,670,000	31,605,000
Premium on issuance	1,499,628	1,580,689
Finance purchase agreement	1,824,582	2,162,733
Property and liability	300,000	100,000
Claims liability	325,802	334,164
Supplemental early retirement plan (SERP)	5,961,530	2,962,110
Compensated absences	3,096,730	2,894,088
Total	$ 326,612,895	$ 335,094,968

The District's general obligation bond rating is "Aa2." The State limits the amount of general obligation debt that districts can issue to no more than 2.5% of the assessed value of all taxable property within the District's boundaries. The District's outstanding general obligation debt of $267,677,286 is significantly below the statutorily-imposed limit.

We present more detailed information regarding our long-term obligations in Note 9 of the financial statements.

OPEB and Pension Liabilities

At the end of this year, the District had $86,924,959 in OPEB liability versus $105,068,034 last year, a decrease of $18,143,075, or 17.3%

In addition, at the end of this year, the District had $224,100,190 in aggregate net pension liability versus $405,593,166 last year, a decrease of $181,492,976, or 44.7%.

We present more detailed information regarding our OPEB and pension liabilities in Notes 10 and 13, respectively, of the financial statements.

SIGNIFICANT ACCOMPLISHMENTS OF FISCAL YEAR 2021-2022 ARE NOTED BELOW:

The District completed site improvements in the amount of $99.1 million at Dale, Jr High School, Ball Jr High School, Magnolia High School, and Sycamore Jr High School.

The District received a State School Facilities funding in the amount of $11.3 million for Magnolia High School, Katella, High School, Dale Jr High School, Oxford Academy, and Savanna High School.

The District received $7.5 million in A-G Grants, Kitchen Infrastructure and Food Service Training Grants.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

In considering the District's Adopted Budget for the 2022-2022 year, the governing board and management used the following criteria:

The key assumptions in our revenue forecast are:

1. Cost-of-Living Adjustment (COLA) of 6.56% plus an Augmentation of 3.30%.
2. Average Daily Attendance (ADA) was budgeted using the three-year average daily attendance option.
3. The GAP funding rate is fully funded at 100%.
4. The unduplicated enrollment count percentage used was 75.86%. The three-year rolling average is 77.58%
5. State lottery was budgeted at $228 per ADA.
6. Grants include estimated carryover from 2021-2022 and are adjusted to actual after June 30, 2022.

7. Interest rate for Cash in County is budgeted at 3.71%.
8. Certificated negotiations for the 2022-2023 fiscal year are not complete.
9. Classified negotiations for the 2022-2023 fiscal year are not complete.
10. Health and welfare costs were budgeted for an overall increase due to estimated increase in premiums. Workers' Compensation was budgeted to increase by 1.5% due to premium increase.
11. Routine restricted maintenance expenditures include three percent of total budgeted expenditures.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, students, investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need any additional financial information, contact the Assistant Superintendent, Business, at (714) 999-3555, Anaheim Union High School District, 501 Crescent Way, Anaheim, California, 92803.

	Governmental Activities
Assets	
Deposits and investments	$ 385,216,905
Receivables	39,961,637
Stores inventories	923,685
Capital assets not depreciated	166,789,886
Capital assets, net of accumulated depreciation	284,048,388
Total assets	876,940,501
Deferred Outflows of Resources	
Deferred charge on refunding	520,432
Deferred outflows of resources related to OPEB	16,685,443
Deferred outflows of resources related to pensions	83,099,252
Total deferred outflows of resources	100,305,127
Liabilities	
Accounts payable	31,297,997
Accrued interest payable	4,415,161
Unearned revenue	8,678,921
Claims liability	5,558,000
Long-term liabilities	
Long-term liabilities other than OPEB and pensions due within one year	13,737,164
Long-term liabilities other than OPEB and pensions due in more than one year	312,875,731
Other postemployment benefits (OPEB) liability	86,924,959
Aggregate net pension liability	224,100,190
Total liabilities	687,588,123
Deferred Inflows of Resources	
Deferred inflows of resources related to OPEB	46,980,623
Deferred inflows of resources related to pensions	168,582,191
Total deferred inflows of resources	215,562,814
Net Position	
Net investment in capital assets	216,153,267
Restricted for	
Debt service	13,427,382
Capital projects	64,412,467
Educational programs	23,511,490
Other activities	46,894,076
Other restrictions - pension trust	24,189,390
Unrestricted (deficit)	(314,493,381)
Total net position	$ 74,094,691

Functions/Programs	Expenses	Program Revenues: Charges for Services and Sales	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expenses) Revenues and Changes in Net Position: Governmental Activities
Governmental Activities					
Instruction	$ 271,549,868	$ 1,079,588	$ 77,144,909	$ 11,179,537	$ (182,145,834)
Instruction-related activities					
Supervision of instruction	7,823,634	233,657	1,825,473	-	(5,764,504)
Instructional library, media, and technology	1,804,595	-	310,156	-	(1,494,439)
School site administration	22,789,560	12,124	475,777	-	(22,301,659)
Pupil services					
Home-to-school transportation	7,838,663	4,409	84,654	-	(7,749,600)
Food services	24,501,426	613,967	29,834,474	-	5,947,015
All other pupil services	32,003,089	19,618	9,387,800	-	(22,595,671)
Administration					
Data processing	6,884,357	-	1,178,863	-	(5,705,494)
All other administration	20,330,164	13,592	5,320,274	-	(14,996,298)
Plant services	43,692,858	153,035	1,320,837	-	(42,218,986)
Ancillary services	11,471,520	5,323	5,800,894	-	(5,665,303)
Community services	902,440	4,887	5,435	-	(892,118)
Interest on long-term liabilities	10,306,712	-	-	-	(10,306,712)
Other outgo	12,980,171	2,288,655	2,944,331	-	(7,747,185)
Total governmental activities	$ 474,879,057	$ 4,428,855	$ 135,633,877	$ 11,179,537	(323,636,788)
General Revenues and Subventions					
Property taxes, levied for general purposes					121,961,755
Property taxes, levied for debt service					20,843,424
Taxes levied for other specific purposes					4,588,631
Federal and State aid not restricted to specific purposes					246,331,674
Interest and investment earnings					(8,863,915)
Interagency revenues					317,950
Miscellaneous					16,897,493
Subtotal, general revenues and subventions					402,077,012
Change in Net Position					78,440,224
Net Position - Beginning					(4,345,533)
Net Position - Ending					$ 74,094,691

See Notes to Financial Statements

	General Fund	Building Fund	County School Facilities Fund
Assets			
Deposits and investments	$ 175,355,687	$ 73,852,504	$ 10,078,943
Receivables	35,121,277	42,463	1,577
Due from other funds	946,021	504,430	124,518
Stores inventories	512,855	-	-
Total assets	$ 211,935,840	$ 74,399,397	$ 10,205,038
Liabilities and Fund Balances			
Liabilities			
Accounts payable	$ 20,809,676	$ 4,000,436	$ 54
Due to other funds	2,249,137	83,898	10,204,984
Unearned revenue	8,510,499	-	-
Total liabilities	31,569,312	4,084,334	10,205,038
Fund Balances			
Nonspendable	667,855	-	-
Restricted	47,700,880	70,315,063	-
Assigned	107,664,828	-	-
Unassigned	24,332,965	-	-
Total fund balances	180,366,528	70,315,063	-
Total liabilities and fund balances	$ 211,935,840	$ 74,399,397	$ 10,205,038

	Special Reserve Fund for Capital Outlay Projects	Non-Major Governmental Funds	Total Governmental Funds
Assets			
Deposits and investments	$ 32,374,241	$ 50,575,553	$ 342,236,928
Receivables	17,404	4,730,162	39,912,883
Due from other funds	10,204,984	2,113,384	13,893,337
Stores inventories	-	410,830	923,685
Total assets	$ 42,596,629	$ 57,829,929	$ 396,966,833
Liabilities and Fund Balances			
Liabilities			
Accounts payable	$ 3,704,662	$ 1,047,211	$ 29,562,039
Due to other funds	493,195	862,123	13,893,337
Unearned revenue	-	168,422	8,678,921
Total liabilities	4,197,857	2,077,756	52,134,297
Fund Balances			
Nonspendable	-	410,830	1,078,685
Restricted	38,398,772	55,341,343	211,756,058
Assigned	-	-	107,664,828
Unassigned	-	-	24,332,965
Total fund balances	38,398,772	55,752,173	344,832,536
Total liabilities and fund balances	$ 42,596,629	$ 57,829,929	$ 396,966,833

Total Fund Balance - Governmental Funds		$ 344,832,536
Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds.		
The cost of capital assets is	$ 657,016,063	
Accumulated depreciation is	(206,177,789)	
Net capital assets		450,838,274
In governmental funds, unmatured interest on long-term liabilities is recognized in the period when it is due. On the government-wide financial statements, unmatured interest on long-term liabilities is recognized when it is incurred.		(4,415,161)
An internal service fund is used by management to charge the costs of the workers' compensation insurance program to the individual funds. The assets and liabilities of the internal service fund are included with governmental activities in the statement of net position.		35,408,971
Deferred outflows of resources represent a consumption of net position in a future period and is not reported in the governmental funds. Deferred outflows of resources amounted to and related to		
Debt refundings (deferred charge on refunding)	520,432	
Other postemployment benefits (OPEB) liability	16,685,443	
Aggregate net pension liability	83,099,252	
Total deferred outflows of resources		100,305,127
Deferred inflows of resources represent an acquisition of net position that applies to a future period and is not reported in the governmental funds. Deferred inflows of resources amount to and related to		
Other postemployment benefits (OPEB) liability	(46,980,623)	
Aggregate net pension liability	(168,582,191)	
Total deferred inflows of resources		(215,562,814)

Aggregate net pension liability is not due and payable in the current period, and is not reported as a liability in the funds.		$ (224,100,190)
The District's OPEB liability is not due and payable in the current period, and is not reported as a liability in the funds.		(86,924,959)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the funds.		
Long-term liabilities at year-end consist of		
General obligation bonds	$ (256,268,955)	
Premium on issuance of general obligation bonds	(15,257,337)	
Certificates of participation	(30,670,000)	
Premium on issuance of certificates of participation	(1,499,628)	
Finance purchase agreement	(1,824,582)	
Property and liability	(300,000)	
Supplemental early retirement plan (SERP)	(5,961,530)	
Compensated absences (vacations)	(3,096,730)	
In addition, capital appreciation general obligation bonds were issued. The accretion of interest to date on the general obligation bonds is:	(11,408,331)	
Total long-term liabilities		(326,287,093)
Total net position - governmental activities		$ 74,094,691

Anaheim Union High School District

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds

Year Ended June 30, 2022

	General Fund	Building Fund	County School Facilities Fund
Revenues			
Local Control Funding Formula	$ 360,841,667	$ -	$ -
Federal sources	48,867,991	-	-
Other State sources	74,839,498	-	11,342,037
Other local sources	5,345,395	(844,853)	(162,501)
Total revenues	489,894,551	(844,853)	11,179,536
Expenditures			
Current			
Instruction	291,949,518	-	-
Instruction-related activities			
Supervision of instruction	8,517,030	-	-
Instructional library, media, and technology	1,904,906	-	-
School site administration	24,031,677	-	-
Pupil services			
Home-to-school transportation	7,659,066	-	-
Food services	552,976	-	-
All other pupil services	35,342,405	-	-
Administration			
Data processing	7,693,749	-	-
All other administration	19,895,943	-	-
Plant services	42,406,912	-	-
Ancillary services	7,123,245	-	-
Community services	944,491	-	-
Other outgo	12,980,171	-	-
Facility acquisition and construction	434,767	21,823,498	-
Debt service			
Principal	338,151	-	-
Interest and other	55,150	-	-
Total expenditures	461,830,157	21,823,498	-
Excess (Deficiency) of Revenues Over Expenditures	28,064,394	(22,668,351)	11,179,536
Other Financing Sources (Uses)			
Transfers in	-	-	124,518
Transfers out	(124,518)	-	(11,342,037)
Net Financing Sources (Uses)	(124,518)	-	(11,217,519)
Net Change in Fund Balances	27,939,876	(22,668,351)	(37,983)
Fund Balance - Beginning	152,426,652	92,983,414	37,983
Fund Balance - Ending	$ 180,366,528	$ 70,315,063	$ -

	Special Reserve Fund for Capital Outlay Projects	Non-Major Governmental Funds	Total Governmental Funds
Revenues			
Local Control Funding Formula	$ -	$ -	$ 360,841,667
Federal sources	-	26,818,386	75,686,377
Other State sources	-	1,930,003	88,111,538
Other local sources	(366,720)	33,388,553	37,359,874
Total revenues	(366,720)	62,136,942	561,999,456
Expenditures			
Current			
Instruction	-	-	291,949,518
Instruction-related activities			
Supervision of instruction	-	-	8,517,030
Instructional library, media, and technology	-	-	1,904,906
School site administration	-	-	24,031,677
Pupil services			
Home-to-school transportation	-	-	7,659,066
Food services	-	22,988,362	23,541,338
All other pupil services	-	-	35,342,405
Administration			
Data processing	-	-	7,693,749
All other administration	-	99,152	19,995,095
Plant services	-	343,185	42,750,097
Ancillary services	-	4,688,534	11,811,779
Community services	-	-	944,491
Other outgo	-	-	12,980,171
Facility acquisition and construction	4,878,630	1,289,948	28,426,843
Debt service			
Principal	935,000	9,790,000	11,063,151
Interest and other	1,201,031	9,899,013	11,155,194
Total expenditures	7,014,661	49,098,194	539,766,510
Excess (Deficiency) of Revenues Over Expenditures	(7,381,381)	13,038,748	22,232,946
Other Financing Sources (Uses)			
Transfers in	13,954,754	-	14,079,272
Transfers out	-	(2,612,717)	(14,079,272)
Net Financing Sources (Uses)	13,954,754	(2,612,717)	-
Net Change in Fund Balances	6,573,373	10,426,031	22,232,946
Fund Balance - Beginning	31,825,399	45,326,142	322,599,590
Fund Balance - Ending	$ 38,398,772	$ 55,752,173	$ 344,832,536

Total Net Change in Fund Balances - Governmental Funds		$ 22,232,946
Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:		
Capital outlays to purchase or build capital assets are reported in governmental funds as expenditures; however, for governmental activities, those costs are shown in the Statement of Net Position and allocated over their estimated useful lives as annual depreciation expense in the Statement of Activities. This is the amount by which capital outlays exceeds depreciation and amortization expenses in the period.		
Capital outlays	$ 29,490,963	
Depreciation and amortization expenses	(16,643,155)	
Net expense adjustment		12,847,808
Loss on disposal of capital assets is reported in the government-wide Statement of Net Position, but is not recorded in the governmental funds.		(29,023)
In the Statement of Activities, certain operating expenses, such as compensated absences (vacations) and special termination benefits (early retirement) are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually paid). This year, special termination benefits paid were less than the amount earned by $2,999,420. Vacation earned was more than the amount used by $202,642.		(3,202,062)
In the governmental funds, pension costs are based on employer contributions made to pension plans during the year. However, in the Statement of Activities, pension expense is the net effect of all changes in the deferred outflows, deferred inflows and net pension liability during the year.		32,361,499
In the governmental funds, OPEB costs are based on employer contributions made to OPEB plans during the year. However, in the Statement of Activities, OPEB expense is the net effect of all changes in the deferred outflows, deferred inflows, and aggregate net OPEB liability during the year.		235,597
The claims activity for property liability are reported in the governmental funds (General Fund) as expenditures. In the Statement of Net Position, the property liabilities incurred but not claimed are reported as long-term obligations.		(200,000)

Payment of principal on long-term liabilities is an expenditure in the governmental funds, but it reduces long-term liabilities in the Statement of Net Position and does not affect the Statement of Activities	
General obligation bonds	$ 9,790,000
Certificates of participation	935,000
Finance purchase agreement	338,151
Under the modified basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the Statement of Activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. This adjustment combines the net changes of the following balances	
Amortization of premium on issuance	1,816,060
Amortization of deferred charge on refunding	(183,682)
Interest on long-term liabilities in the Statement of Activities differs from the amount reported in the governmental funds because interest is recorded as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the Statement of Activities, however, interest expense is recognized as the interest accrues, regardless of when it is due. The additional interest reported in the Statement of Activities is the result of two factors. First, accrued interest on the general obligation bonds and certificates of participation decreased by $219,542, and second, $1,003,438 of accumulated interest was accreted on the District's capital appreciation general obligation bonds.	(783,896)
An internal service fund is used by management to charge the costs of the self insurance program to the individual funds. The net revenue of the Internal Service Fund is reported with governmental activities.	2,281,826
Change in net position of governmental activities	$ 78,440,224

	Governmental Activities Internal Service Fund
Assets	
Current assets	
Deposits and investments	$ 42,979,977
Receivables	48,754
Total assets	43,028,731
Liabilities	
Current liabilities	
Accounts payable	1,735,958
Current portion of claims liabilities	5,590,608
Total current liabilities	7,326,566
Noncurrent liabilities	
Claims liabilities	293,194
Total liabilities	7,619,760
Net Position	
Restricted	$ 35,408,971

	Governmental Activities Internal Service Fund
Operating Revenues	
Charges for services	$ 63,317,524
Operating Expenses	
Other operating cost	61,243,004
Operating Income	2,074,520
Nonoperating Revenues	
Interest income	207,306
Change in Net Position	2,281,826
Total Net Position - Beginning	33,127,145
Total Net Position - Ending	$ 35,408,971

	Governmental Activities Internal Service Fund
Operating Activities	
Cash received from interfund services provided	$ 63,688,571
Cash payments for insurance premiums	(60,075,189)
Net Cash Provided by Operating Activities	3,613,382
Investing Activities	
Interest on investments	203,473
Net Change in Cash and Cash Equivalents	3,816,855
Cash and Cash Equivalents, Beginning	39,163,122
Cash and Cash Equivalents, Ending	$ 42,979,977
Reconciliation of Operating Income to Net Cash Provided by Operating Activities	
Operating income	$ 2,074,520
Changes in assets and liabilities	
Receivables	(23,973)
Due from other fund	395,020
Accounts payable	118,177
Claims liability	1,049,638
Net Cash Provided by Operating Activities	$ 3,613,382

	Custodial Funds
Assets	
Investments	$ 1,105,360
Receivables	17,445
Total assets	$ 1,122,805
Liabilities	
Accounts payable	$ 1,122,805

	Custodial Funds
Additions	
Contributions	
Funds collected for others	$ 23,997,032
Investment earnings	
Net decrease in the fair value of investments	(17,111)
Total additions	23,979,921
Deductions	
Funds distributed to others	23,979,921
Net Increase (Decrease) In Fiduciary Net Position	-
Net Position - Beginning	-
Net Position - Ending	$ -

Note 1 - Summary of Significant Accounting Policies

Financial Reporting Entity

The Anaheim Union High School District (the District) was organized in 1898 under the laws of the State of California. The District operates under a locally-elected five-member Board form of government and provides educational services to grades 7-12 as mandated by the State and Federal agencies. The District operates eight high schools, one continuation high school, eight junior high schools, one 7-12 academy, one special education facility, and an independent study program.

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, boards, and agencies that are not legally separate from the District. For the District, this includes general operations, food service, and student related activities.

Component Units

Component units are legally separate organizations for which the District is financially accountable. Component units may include organizations that are fiscally dependent on the District in that the District approves their budget, the issuance of their debt or the levying of their taxes. For financial reporting purposes, the component units have a financial and operational relationship which meets the reporting entity definition criteria of the Governmental Accounting Standards Board (GASB) Statement No. 14, *The Financial Reporting Entity*, as amended by GASB Statement No. 39, *Determining Whether Certain Organizations are Component Units*, and GASB Statement No. 80, *Blending Requirements For Certain Component Units* and thus are included in the financial statements of the District. The component units, although legally separate entities, are reported in the financial statements using the blended presentation method as if they were part of the District's operations because the governing board of the component units is essentially the same as the governing board of the District and because their purpose is to finance the construction of facilities to be used for the benefit of the District.

The Anaheim Union High School District Facilities Corporation (the Corporation), as represented by the 2017 Certificates of Participation, have a financial and operational relationship which meets the reporting entity definition criteria of the GASB Statement No. 14, *The Financial Reporting Entity*, for inclusion of the Corporation as a component unit of the District. The component unit, although a legally separate entity, is reported in the financial statements using the blended presentation method as if they were part of the District's operations because the governing board of the component units is essentially the same as the governing board of the District and because their purpose is to finance the construction of facilities to be used for the direct benefit of the District. The financial statements present the Corporation's financial debt activity within the Capital Facilities Fund. All debt instruments issued by the Corporation are included as long-term obligations in the government-wide financial statements.

Basis of Presentation - Fund Accounting

The accounting system is organized and operated on a fund basis. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. The District's funds are grouped into three broad fund categories: governmental, proprietary, and fiduciary.

Governmental Funds Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purposes for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance. The following are the District's major and non-major governmental funds.

Major Governmental Funds

General Fund The General Fund is the chief operating fund for all districts. It is used to account for the ordinary operations of the District. All transactions except those accounted for in another fund are accounted for in this fund.

One fund currently defined as a special revenue fund in the California State Accounting Manual (CSAM) does not meet the GASB Statement No. 54 special revenue fund definition. Specifically, Fund 14, Deferred Maintenance Fund, is not substantially composed of restricted or committed revenue sources. While this fund is authorized by statute and will remain open for internal reporting purposes, this fund functions effectively as an extension of the General Fund, and accordingly has been combined with the General Fund for presentation in these audited financial statements.

As a result, the General Fund reflects an increase in fund balance of $8,713,885.

Building Fund The Building Fund exists primarily to account separately for proceeds from the sale of bonds (*Education Code* Section 15146) and may not be used for any purposes other than those for which the bonds were issued.

County School Facilities Fund The County School Facilities Fund is established pursuant to *Education Code* Section 17070.43 to receive apportionments from the 1998 State School Facilities Fund (Proposition 1A), the 2002 State School Facilities Fund (Proposition 47), the 2004 State School Facilities Fund (Proposition 55), the 2006 State School Facilities Fund (Proposition 1D), the 2016 State School Facilities Fund (Proposition 51) authorized by the State Allocation Board for new school facility construction, modernization projects, and facility hardship grants, as provided in the Leroy F. Greene School Facilities Act of 1998 (*Education Code* Section 17070 et seq.).

Special Reserve Fund for Capital Outlay Projects The Special Reserve Fund for Capital Outlay Projects exists primarily to provide for the accumulation of General Fund monies for capital outlay purposes (Education Code Section 42840).

Non-Major Governmental Funds

Special Revenue Funds The Special Revenue funds are used to account for the proceeds from specific revenue sources (other than trusts, major capital projects, or debt service) that are restricted or committed to the financing of particular activities, that compose a substantial portion of the inflows of the fund, and that are reasonably expected to continue. Additional resources that are restricted, committed, or assigned to the purpose of the fund may also be reported in the fund.

- **Student Activity Fund** The Student Activity Fund is used to account separately for the operating activities of the associated student body accounts that are not fiduciary in nature, including student clubs, general operations, athletics, and other student body activities.

- **Cafeteria Fund** The Cafeteria Fund is used to account separately for Federal, State, and local resources to operate the food service program (*Education Code* Sections 38090-38093) and is used only for those expenditures authorized by the governing board as necessary for the operation of the District's food service program (*Education Code* Sections 38091 and 38100).

Capital Project Funds The Capital Project funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities and other capital assets (other than those financed by proprietary funds and trust funds).

- **Capital Facilities Fund** The Capital Facilities Fund is used primarily to account separately for monies received from fees levied on developers or other agencies as a condition of approval (*Education Code* Sections 17620-17626 and *Government Code* Section 65995 et. seq.). Expenditures are restricted to the purposes specified in *Government Code* Sections 65970-65981 or to the items specified in agreements with the developer (*Government Code* Section 66006).

Debt Service Funds The Debt Service funds are used to account for the accumulation of resources for, and the payment of, principal and interest on general long-term obligations.

- **Bond Interest and Redemption Fund** The Bond Interest and Redemption Fund is used for the repayment of bonds issued for a district (*Education Code* Sections 15125-15262).

Proprietary Fund Proprietary Fund reporting focuses on the determination of operating income, changes in net position, financial position, and cash flows. The District applies all GASB pronouncements, as well as the Financial Accounting Standards Board pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements. Proprietary funds are classified as enterprise or internal service. The District has the following proprietary fund:

- **Internal Service Fund** Internal Service Fund may be used to account for any activity for which services are provided to other funds of the District on a cost-reimbursement basis. The District operates workers' compensation and health and welfare self-insurance programs that are accounted for in an internal service fund.

Fiduciary Funds Fiduciary funds are used to account for resources held for the benefit of parties outside the District and are not available to support the District's own programs. Fiduciary funds are split into four classifications: pension trust funds, investment trust funds, private-purpose trust funds, and custodial funds. The three types of trust funds are distinguished from custodial funds by the existence of a trust agreement or equivalent arrangement that has certain characteristics.

Custodial funds are used to account for resources, not in a trust, that are held by the District for other parties outside the District's reporting entity. The District's custodial fund account for monies received on behalf of Special Education Local Plan Area (SELPA) for special education revenue passed through to Greater Anaheim Special Education Local Plan Area (GASELPA).

Basis of Accounting - Measurement Focus

Government-Wide Financial Statements The government-wide financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting. This is the same approach used in the preparation of the proprietary fund financial statements but differs from the manner in which governmental fund financial statements are prepared.

The government-wide financial statement of activities presents a comparison between direct expenses and program revenues for each governmental program and excludes fiduciary activity. Direct expenses are those that are specifically associated with a service, program, or department and are therefore clearly identifiable to a particular function. The District does not allocate indirect expenses to functions in the *Statement of Activities*, except for depreciation. Program revenues include charges paid by the recipients of the goods or services offered by the programs and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program is self-financing or draws from the general revenues of the District. Eliminations have been made to minimize the double counting of internal activities.

Net position should be reported as restricted when constraints placed on net position are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The net position restricted for other activities result from special revenue funds and the internal service fund, and the restrictions on the use of these funds.

Fund Financial Statements Fund financial statements report detailed information about the District. The focus of governmental financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column. Non-major governmental funds are aggregated and presented in a single column. The internal service fund is presented in a single column on the face of the proprietary fund statements.

- **Governmental Funds** All governmental funds are accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balance reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources.

This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements therefore include reconciliation with brief explanations to better identify the relationship between the government-wide financial statements and the statements for the governmental funds on a modified accrual basis of accounting and the current financial resources measurement focus. Under this basis, revenues are recognized in the accounting period in which they become measurable and available. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable.

- **Proprietary Funds** Proprietary Funds are accounted for using a flow of economic resources measurement focus and the accrual basis of accounting. All assets and all liabilities associated with the operation of this fund are included in the statement of net position. The statement of changes in fund net position presents increases (revenues) and decreases (expenses) in net total position. The statement of cash flows provides information about how the District finances and meets the cash flow needs of its proprietary fund.

- **Fiduciary Funds** Fiduciary funds are accounted for using the flow of economic resources measurement focus and the accrual basis of accounting. Fiduciary funds are excluded from the government-wide financial statements because they do not represent resources of the District.

Revenues – Exchange and Non-Exchange Transactions Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. The District considers revenues to be available if they are collected within one year after year-end, except for property taxes, which are considered available if collected within 60 days. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, interest, certain grants, and other local sources.

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose requirements. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Unearned Revenue Unearned revenues arise when resources are received by the District before it has a legal claim to them, such as when certain grants are received prior to the occurrence of qualifying expenditures. In the subsequent periods, when the District has a legal claim to the resources, the liability for unearned revenue is removed from the balance sheet and the revenue is recognized.

Expenses/Expenditures On the accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred. Principal and interest on long-term obligations, which has not matured, are recognized when paid in the governmental funds as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the governmental funds but are recognized in the government-wide statements.

Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Cash equivalents also include cash with county treasury balances for purposes of the Statement of Cash Flows.

Investments

Investments with original maturities greater than one year are stated at fair value. Fair value is estimated based on quoted market prices at year-end. All investments not required to be reported at fair value are stated at cost or amortized cost. Fair values of investments in county and State investment pools are determined by the program sponsor.

Stores Inventories

Inventories consist of expendable food and supplies held for consumption. Inventories are stated at cost, on the first-in, first-out basis. The costs of inventory items are recorded as expenditures in the governmental type funds when consumed rather than when purchased.

Capital Assets and Depreciation

The accounting and reporting treatment applied to the capital assets associated with a fund are determined by its measurement focus. General capital assets are long-lived assets of the District. The District maintains a capitalization threshold of $5,000. The District does not possess any infrastructure. Improvements are capitalized; the costs of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are not capitalized but are expensed as incurred.

When purchased, such assets are recorded as expenditures in the governmental funds and capitalized in the government-wide financial statement of net position. The valuation basis for general capital assets are historical cost, or where historical cost is not available, estimated historical cost based on replacement cost. Donated capital assets are capitalized at acquisition value on the date donated.

Depreciation of capital assets is computed and recorded by the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows: buildings, 25 to 50 years; improvements/infrastructure, 5 to 50 years; equipment, 5 to 15 years.

The District records impairments of capital assets when it becomes probable that the carrying value of the assets will not be fully recovered over their estimated useful life. Impairments are recorded to reduce the carrying value of the assets to their net realizable value based on facts and circumstances in existence at the time of the determination. No impairments were recorded during the year ended June 30, 2022.

Interfund Balances

On fund financial statements, receivables and payables resulting from short-term interfund loans are classified as "interfund receivables/payables." These amounts are eliminated in the governmental activities columns of the Statement of Net Position.

Compensated Absences

Compensated absences are accrued as a liability on the government-wide statement of net position as the benefits are earned. For governmental funds, unpaid compensation absences are recognized as a fund liability only upon the occurrence of relevant events such as employee resignations and retirements that occur prior to year-end that have not yet been paid with expendable available financial resources. These amounts are recorded in the accounts payable in the fund from which the employees who have accumulated leave are paid.

Sick leave is accumulated without limit for each employee at the rate of one day for each month worked. Leave with pay is provided when employees are absent for health reasons; however, the employees do not gain a vested right to accumulated sick leave. Employees are never paid for any sick leave balance at termination of employment or any other time. Therefore, the value of accumulated sick leave is not recognized as a liability in the District's financial statements. However, credit for unused sick leave is applicable to all classified school members who retire after January 1, 1999. At retirement, each member will receive .004 year of service credit for each day of unused sick leave. Credit for unused sick leave is applicable to all certificated employees and is determined by dividing the number of unused sick days by the number of base service days required to complete the last school year, if employed full-time.

Accrued Liabilities and Long-Term Liabilities

All payables, accrued liabilities, and long-term liabilities are reported in the government-wide and proprietary fund financial statements. In the government-wide financial statements and in the proprietary fund type financial statements, premiums and discounts on issuance of long-term liabilities are deferred and amortized over the life of the related debt as a component of interest expense using the straight-line method. In the governmental funds, premiums and discounts on issuance of long-term liabilities are recognized as other financing sources and uses, respectively.

In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner and in full, from current financial resources are reported as obligations of the funds.

However, claims and judgments, compensated absences, special termination benefits, and contractually required pension contributions that will be paid from governmental funds are reported as a liability in the fund financial statements only to the extent that they are due for payment during the current year. Bonds, leases, and long-term loans are recognized as liabilities in the governmental fund financial statements when due.

Debt Issuance Costs, Premiums, and Discounts

In the government-wide financial statements, long-term obligations are reported as liabilities in the applicable governmental activities, statement of net position. Debt premiums and discounts are amortized over the life of the bonds using the straight-line method, which approximates the effective interest method.

In governmental fund financial statements, bond premiums and discounts, as well as debt issuance costs are recognized in the period the bonds are issued. The face amount of the debt is reported as other financing sources. Premiums received on debt issuance are also reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds, are reported as debt service expenditures in the period the bonds are issued.

Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position also reports deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period and so will not be recognized as an expense or expenditure until then. The District reports deferred outflows of resources for deferred charges on refunding of debt, for pension related items, and for OPEB related items.

In addition to liabilities, the Statement of Net Position reports a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then. The District reports deferred inflows of resources for pension related items and for OPEB related items.

Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the California State Teachers Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS) plan for schools (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalSTRS and CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Member contributions are recognized in the period in which they are earned. Investments are reported at fair value. The net pension liability attributable to the governmental activities will be paid primarily by the General Fund.

Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the CalSTRS Medicare Premium Payment (MPP) Program and additions to/deductions from the MPP's fiduciary net position have been determined on the same basis as they are reported by the MPP. For this purpose, the MPP recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost. The total OPEB liability attributable to the governmental activities will be paid primarily by the General Fund.

Fund Balances - Governmental Funds

As of June 30, 2022, fund balances of the governmental funds are classified as follows:

Nonspendable - amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed – amounts that can be used only for specific purposes determined by a formal action of the governing board. The governing board is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through resolutions or other action as approved by the governing board. The District currently does not have any committed funds.

Assigned - amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. Under the District's adopted policy, only the governing board or assistant superintendent of business may assign amounts for specific purposes.

Unassigned - all other spendable amounts.

Net Position

Net position represents the difference between assets and deferred outflows of resources, and liabilities and deferred inflows of resources. Net position net investment in capital assets, consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The District first applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available. The government-wide financial statements report net position restricted by enabling legislation of $172,434,805.

Operating Revenues and Expenses

Operating revenues are those revenues that are generated directly from the primary activity of the proprietary funds. For the District, these revenues are charges to other funds for self-insurance. Operating expenses are necessary cost incurred to provide the good or service that is the primary activity of the fund.

Interfund Activity

Transfers between governmental activities in the government-wide financial statements are reported in the same manner as general revenues.

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures/expenses in the purchaser funds. Flows of cash or goods from one fund to another without a requirement for repayment are reported as interfund transfers. Interfund transfers are reported as other financing sources/uses in governmental funds and after non-operating revenues/expenses in proprietary funds. Repayments from funds responsible for particular expenditures/expenses to the funds that initially paid for them are not presented on the financial statements. Interfund transfers are eliminated in the governmental activities column of the statement of activities.

Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Property Tax

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10 and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31. The County of Orange bills and collects the taxes on behalf of the District. Local property tax revenues are recorded when received.

Change in Accounting Principles

Implementation of GASB Statement No. 87

As of July 1, 2021, the District adopted GASB Statement No. 87, *Leases*. The implementation of this standard establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The standard requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. No lease liabilities or lease assets were recorded as of June 30, 2022. Therefore, the implementation of this standard did not have an effect on beginning net position.

Implementation of GASB Statement No. 92

In January 2020, the GASB issued Statement No. 92, *Omnibus 2020*. The objectives of this statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics and includes specific provisions about the following:

- The effective date of Statement No. 87, Leases, and Implementation Guide No. 2019-3, Leases, for interim financial reporting.
- Reporting of intra-entity transfers of assets between a primary government employer and a component unit defined benefit pension plan or defined benefit other postemployment benefit (OPEB) plan.

- The applicability of Statement No. 73, Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement No. 68, and Amendments to Certain Provisions of GASB Statements 67 and 68, as amended, and No. 74, Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans, as amended, to reporting assets accumulated for postemployment benefits.
- The applicability of certain requirements of Statement No. 84, Fiduciary Activities, to postemployment benefit arrangements.
- Measurement of liabilities (and assets, if any) related to asset retirement obligations (AROs) in a government acquisition.
- Reporting by public entity risk pools for amounts that are recoverable from reinsurers or excess insurers.
- Reference to nonrecurring fair value measurements of assets or liabilities in authoritative literature.
- Terminology used to refer to derivative instruments.

The requirements of this Statement are effective as follows:

- The requirements related to the effective date of Statement 87 and Implementation Guide 2019-3, reinsurance recoveries, and terminology used to refer to derivative instruments are effective upon issuance.
- The requirements related to intra-entity transfers of assets and those related to the applicability of Statements 73 and 74 are effective for fiscal years beginning after June 15, 2021.
- The requirements related to application of Statement 84 to postemployment benefit arrangements and those related to nonrecurring fair value measurements of assets or liabilities are effective for reporting periods beginning after June 15, 2021.
- The requirements related to the measurement of liabilities (and assets, if any) associated with AROs in a government acquisition are effective for government acquisitions occurring in reporting periods beginning after June 15, 2021.

The provisions of this Statement have been implemented as of June 30, 2022.

In March 2020, the GASB issued Statement No. 93, Replacement of Interbank Offered Rates. The objective of this Statement is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR (Interbank Offered Rate). This Statement achieves that objective by:

- Providing exceptions for certain hedging derivative instruments to the hedge accounting termination provisions when an IBOR is replaced as the reference rate of the hedging derivative instrument's variable payment.
- Clarifying the hedge accounting termination provisions when a hedged item is amended to replace the reference rate.
- Clarifying that the uncertainty related to the continued availability of IBORs does not, by itself, affect the assessment of whether the occurrence of a hedged expected transaction is probable.
- Removing LIBOR as an appropriate benchmark interest rate for the qualitative evaluation of the effectiveness of an interest rate swap.

- Identifying a Secured Overnight Financing Rate and the Effective Federal Funds Rate as appropriate benchmark interest rates for the qualitative evaluation of the effectiveness of an interest rate swap.
- Clarifying the definition of reference rate, as it is used in Statement 53, as amended.
- Providing an exception to the lease modifications guidance in Statement 87, as amended, for certain lease contracts that are amended solely to replace an IBOR as the rate upon which variable payments depend.

The provisions of this Statement have been implemented as of June 30, 2022.

Note 2 - Deposits and Investments

Summary of Deposits and Investments

Deposits and investments as of June 30, 2022, are classified in the accompanying financial statements as follows:

Governmental funds	$ 385,216,905
Fiduciary funds	1,105,360
Total deposits and investments	$ 386,322,265

Deposits and investments as of June 30, 2022, consisted of the following:

Cash on hand and in banks	$ 12,835,622
Cash in revolving	155,000
Investments	373,331,643
Total deposits and investments	$ 386,322,265

Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

Investment in County Treasury - The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the county pool and purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuation is provided by the following schedule that shows the distribution of the District's investment by maturity:

Investment Type	Reported Amount	Maturity Date/ Average Maturity in Days
Orange County Treasury Investment Pool	349,142,253	287
Mutual Funds	24,189,390	1
Total	$ 373,331,643	

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by the *California Government Code*, the District's investment policy, or debt agreements, and the actual rating as of the year-end for each investment type.

The investment in the Orange County Treasury Investment Pool and mutual funds are not required to be rated nor have they been rated.

Custodial Credit Risk - Deposits

This is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does have a policy for custodial credit risk for deposits. Monies so deposited shall be in a fully-secured or collateralized account or instruments. However, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agency. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105% of the secured deposits. As of June 30, 2022, the District's bank balance of $12,338,208 was exposed to custodial credit risk because it was uninsured but collateralized with securities held by the pledging financial institution's trust department or agent, but not in the name of the District.

Custodial Credit Risk - Investments

This is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in possession of an outside party. Of the investments in the Mutual Funds of $24,189,390, the District has a custodial credit risk exposure of $24,189,390 because the related securities are uninsured, unregistered and held by the brokerage firm which is also the counterparty for these securities. The District does not have a policy limiting the number of securities that can be held by counterparties.

Note 3 - Fair Value Measurements

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

- Level 1 - Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

- Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

- Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that data if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

The District's fair value measurements are as follows at June 30, 2022:

Investment Type	Reported Amount	Fair Value Measurements Using Level 2 Inputs
Mutual Funds	$ 24,189,390	$ 24,189,390
Investments not measured for fair value or subject to fair value hierachy		
Orange County Treasury Investment Pool	349,142,253	
Total investments	$ 373,331,643	

All assets have been valued using a market approach, with quoted market prices.

Note 4 - Receivables

Receivables at June 30, 2022, consisted of intergovernmental grants, entitlements, interest, and other local sources. All receivables are considered collectible in full.

	General Fund	Building Fund	County School Facilities Fund	Special Reserve Fund for Capital Outlay
Federal Government				
Categorical aid	$ 18,349,382	$ -	$ -	$ -
State Government				
LCFF apportionment	2,338,144	-	-	-
Categorical aid	5,317,500	-	-	-
Lottery	1,684,599	-	-	-
Special education	4,081,243	-	-	-
Local Government				
Interest	182,571	42,463	1,577	17,404
Greater Anaheim SELPA	1,358,547	-	-	-
North Orange County ROP	365	-	-	-
Due from other LEAs	1,451,356	-	-	-
Other local sources	357,570	-	-	-
Total	$ 35,121,277	$ 42,463	$ 1,577	$ 17,404

	Non-Major Governmental Funds	Internal Service Fund	Total Governmental Activities	Fiduciary Funds
Federal Government				
Categorical aid	$ 4,087,829	$ -	$ 22,437,211	$ -
State Government				
LCFF apportionment	-	-	2,338,144	-
Categorical aid	613,235	-	5,930,735	-
Lottery	-	-	1,684,599	-
Special education	-	-	4,081,243	-
Local Government				
Interest	29,098	21,779	294,892	334
Greater Anaheim SELPA	-	-	1,358,547	-
North Orange County ROP	-	-	365	-
Due from other LEAs	-	-	1,451,356	17,111
Other local sources	-	26,975	384,545	-
Total	$ 4,730,162	$ 48,754	$ 39,961,637	$ 17,445

Note 5 - Capital Assets

Capital asset activity for the fiscal year-ended June 30, 2022, was as follows:

	Balance July 1, 2021	Additions	Deductions	Balance June 30, 2022
Governmental Activities				
Capital assets not being depreciated				
Land	$ 9,063,222	$ -	$ -	$ 9,063,222
Construction in progress	155,545,950	27,866,103	(25,685,389)	157,726,664
Total capital assets not being depreciated	164,609,172	27,866,103	(25,685,389)	166,789,886
Capital assets being depreciated				
Land improvements	23,230,080	18,913,869	-	42,143,949
Buildings and improvements	405,068,641	51,353	(26,417)	405,093,577
Furniture and equipment	19,203,440	8,165,695	(107,906)	27,261,229
Vehicles	16,344,459	179,332	(796,369)	15,727,422
Total capital assets being depreciated	463,846,620	27,310,249	(930,692)	490,226,177
Total capital assets	628,455,792	55,176,352	(26,616,081)	657,016,063
Accumulated depreciation				
Land improvements	(19,769,424)	(2,643,523)	-	(22,412,947)
Buildings and improvements	(153,706,091)	(10,998,715)	5,812	(164,698,994)
Furniture and equipment	(10,722,313)	(2,058,199)	99,488	(12,681,024)
Vehicles	(6,238,475)	(942,718)	796,369	(6,384,824)
Total accumulated depreciation	(190,436,303)	(16,643,155)	901,669	(206,177,789)
Net depreciable capital assets	273,410,317	10,667,094	(29,023)	284,048,388
Governmental activities capital assets, net	$ 438,019,489	$ 38,533,197	$ (25,714,412)	$ 450,838,274

Depreciation expense was charged as a direct expense to governmental functions as follows:

Governmental Activities	
Instruction	$ 10,485,187
School site administration	1,331,452
Home-to-school transportation	499,295
Food services	1,497,884
Data processing	166,432
All other administration	832,158
Plant services	1,830,747
Total depreciation and amortization expenses governmental activities	$ 16,643,155

Note 6 - Interfund Transactions

Interfund Receivables/Payables (Due To/Due From)

Interfund receivable and payable balances arise from interfund transactions and are recorded by all funds affected in the period in which transactions are executed. Interfund receivable and payable balances at June 30, 2022, between major and non-major governmental funds are as follows:

	Due From					
Due To	General Fund	Building Fund	County School Facilities Fund	Special Reserve Fund for Capital Outlay Projects	Non-Major Governmental Funds	Total
General Fund	$ -	$ 83,898	$ -	$ -	$ 862,123	$ 946,021
Building Fund	11,235	-	-	493,195	-	504,430
County School Facilities Fund	124,518	-	-	-	-	124,518
Special Reserve Fund for Capital Outlay	-	-	10,204,984	-	-	10,204,984
Non-Major Governmental Funds	2,113,384	-	-	-	-	2,113,384
Total	$ 2,249,137	$ 83,898	$ 10,204,984	$ 493,195	$ 862,123	$ 13,893,337

The balance of $852,101 due to the General Fund from the Cafeteria Non-Major Governmental Fund is for repayment of payroll related costs and supplies.

The balance of $83,898 due to the General Fund from the Building Fund is for reimbursement of payroll related costs.

The balance of $10,022 due to the General Fund from the Capital Facilities Non-Major Governmental Fund is for reimbursement of project costs and operating costs.

The balance of $11,235 due to the Building Fund from the General Fund is for reimbursement of operating costs.

The balance of $15,343 due to the Cafeteria Non-Major Governmental Fund from the General Fund is for repayment of operating costs.

The balance of $2,098,041 due to the Capital Facilities Non-Major Governmental Fund from the General Fund is for reimbursement of project costs.

The balance of $124,518 due to the County School Facilities Fund from the General Fund is for reimbursement of project costs.

The balance of $10,204,984 due to the Special Reserve Fund for Capital Outlay Projects from the County School Facilities Fund is for reimbursement of Proposition 51 project costs.

The balance of $493,195 due to the Building Fund from the Special Reserve Fund for Capital Outlay Projects is for reimbursement of operating costs.

Operating Transfers

Interfund transfers for the year ended June 30, 2022, consisted of the following:

	Transfer From			
Transfer To	General Fund	County School Facilities Fund	Non-Major Governmental Funds	Total
General Fund	$ -	$ -	$ -	$ -
County School Facilities Fund	124,518	-	-	124,518
Special Reserve Fund for Capital Outlay Projects	-	11,342,037	2,612,717	13,954,754
Total	$ 124,518	$ 11,342,037	$ 2,612,717	$ 14,079,272

The General Fund transferred to the County School Facilities Fund for the GASB 31 fair market value adjustment.	$ 124,518
The County School Facilities Fund transferred to the Special Reserve Non-Major Governmental Fund for Capital Outlay Projects for reimbursement of Proposition 51 project costs.	11,342,037
The Capital Facilities Non-Major Governmental Fund transferred to the Special Reserve Fund for Capital Outlay Projects to pay debt service payments for the certificates of participation.	2,612,717
Total	$ 14,079,272

Note 7 - Accounts Payable

Accounts payable at June 30, 2022, consisted of the following:

	General Fund	Building Fund	County School Facilities Fund	Special Reserve Fund for Capital Outlay Projects
Salaries and benefits	$ 3,659,330	$ 57,013	$ -	$ -
LCFF apportionment	576,910	-	-	-
Capital outlay	616,554	3,266,519	-	3,695,733
Other local education agencies	104,071	-	-	-
Other vendor payables	15,852,811	676,904	54	8,929
Total	$ 20,809,676	$ 4,000,436	$ 54	$ 3,704,662

	Non-Major Governmental Funds	Internal Service Fund	Total	Fiduciary Funds
Salaries and benefits	$ 5,859	$ -	$ 3,722,202	$ -
LCFF apportionment	-	-	576,910	-
Capital outlay	436,993	-	8,015,799	-
Other local education agencies	-	-	104,071	1,122,805
Other vendor payables	604,359	1,735,958	18,879,015	-
Total	$ 1,047,211	$ 1,735,958	$ 31,297,997	$ 1,122,805

Note 8 - Unearned Revenues

Unearned revenues at June 30, 2022, consisted of the following:

	General Fund	Non-Major Governmental Funds	Total
Federal financial assistance	$ 8,198,714	$ -	$ 8,198,714
State categorical aid	-	-	-
Other local	311,785	168,422	480,207
Total	$ 8,510,499	$ 168,422	$ 8,678,921

Note 9 - Long-Term Liabilities Other than OPEB and Pensions

Summary

The changes in the District's long-term liabilities other than OPEB and pensions during the year consisted of the following:

	Balance July 1, 2021	Additions	Deductions	Balance June 30, 2022	Due in One Year
Long-Term Liabilities					
General obligation bonds	$ 276,463,848	$ 1,003,438	$ (9,790,000)	$ 267,677,286	$ 10,690,000
Premium on issuance	16,992,336	-	(1,734,999)	15,257,337	-
Certificates of participation	31,605,000	-	(935,000)	30,670,000	1,090,000
Premium on issuance	1,580,689	-	(81,061)	1,499,628	-
Finance purchase agreement	2,162,733	-	(338,151)	1,824,582	346,774
Property and liability	100,000	200,000	-	300,000	-
Claims liability	334,164	24,246	(32,608)	325,802	32,608
Supplemental early retirement plan (SERP)	2,962,110	6,157,985	(3,158,565)	5,961,530	1,577,782
Compensated absences	2,894,088	202,642	-	3,096,730	-
Total	$ 335,094,968	$ 7,588,311	$ (16,070,384)	$ 326,612,895	$ 13,737,164

Payments on the general obligation bonds are made by the Bond Interest and Redemption Fund with local revenues. Payments on the certificates of participation are made by the Special Reserve Fund for Capital Outlay Projects with contributions from the Capital Facilities Fund. Payments for finance purchase agreement, property and liability, and supplemental early retirement plan are made by the General Fund. Claims liability will be paid by the Internal Service Fund. The compensated absences will be paid by the General Fund, Cafeteria Fund, and Building Fund.

General Obligation Bonds

The outstanding general obligation bonded debt is as follows:

Issuance Date	Final Maturity Date	Interest Rate	Original Issue	Bonds Outstanding July 1, 2021	Interest Accreted	Redeemed	Bonds Outstanding June 30, 2022
06/06/02	08/01/26	3.00-5.70%	$ 91,999,603	$ 6,291,151	$ 363,711	$ -	$ 6,654,862
12/05/03	08/01/28	2.00-5.54%	26,999,352	9,302,697	639,727	-	9,942,424
10/11/12	08/01/27	2.50-5.00%	21,225,000	13,695,000	-	(1,170,000)	12,525,000
05/07/15	08/01/40	3.25-5.00%	63,455,000	47,045,000	-	-	47,045,000
05/07/15	08/01/25	5.00%	57,455,000	32,295,000	-	(6,260,000)	26,035,000
04/05/18	08/01/43	3.25-5.00%	83,000,000	71,290,000	-	(2,275,000)	69,015,000
11/13/19	08/01/43	3.00-5.00%	102,545,000	96,545,000	-	(85,000)	96,460,000
				$ 276,463,848	$ 1,003,438	$ (9,790,000)	$ 267,677,286

2002 General Obligation Bonds, Series A

On June 6, 2002, the District issued $91,999,603 aggregate original principal amount of the 2002 General Obligation Bonds, Series A. The bonds issued included $89,790,000 of current interest bonds and $2,209,603 of capital appreciation bonds. The capital appreciation bonds have a maturing principal balance of $8,570,000. The bonds mature through August 1, 2026, with interest rates ranging from 3.00 to 5.70%. On January 13, 2005, $67,565,000 of the bonds were advanced refunded with proceeds from the 2005 General Obligation Refunding Bonds. At June 30, 2022, the principal balance outstanding (including accreted interest to date) was $6,654,862 and unamortized premium was $412,619.

2003 General Obligation Bonds, Series B

On December 5, 2003, the District issued $26,999,352 aggregate original principal amount of the 2003 General Obligation Bonds, Series B. The bonds issued included $24,020,000 of current interest bonds and $2,979,352 of capital appreciation bonds. The capital appreciation bonds have a maturing principal balance of $15,040,000. The bonds mature through August 1, 2028, with interest rates ranging from 2.00 to 5.54%. As a result of the issuance of the 2012 General Obligation Refunding Bonds, a partial funding of $21,985,000 was affected for these bonds. As of June 30, 2022, the principal balance outstanding (including accreted interest to date) was $9,942,424.

2012 General Obligation Refunding Bonds

On October 11, 2012, the District issued $21,225,000 of the 2012 General Obligation Refunding Bonds. The current interest bonds mature through August 1, 2027, with interest rates ranging from 2.50 to 5.00%. Proceeds from the bonds were used to advance refund the District's outstanding 2003 General Obligation Bonds, Series B current interest bonds, with prepayment occurring August 1, 2013. At June 30, 2022, the principal balance outstanding was $12,525,000, and unamortized premium was $700,466.

2014 General Obligation Bonds, Series 2015

On May 7, 2015, the District issued $63,455,000 of the 2014 General Obligation Bonds, Series 2015. The bonds mature through August 1, 2040, with interest rates ranging from 3.25 to 5.00%. The proceeds from the sales of the bonds were used to finance school improvements, including prepayment on a current basis of lease payments associated with certain of the District's outstanding certificates of participations, and to pay costs of issuance. At June 30, 2022, the principal balance outstanding was $47,045,000 and unamortized premium was $2,085,316.

2015 General Obligation Refunding Bonds

On May 7, 2015, the District issued $57,455,000 of the 2015 General Obligation Refunding Bonds. The bonds mature through August 1, 2025, and with an interest rate of 5.00%. The bonds were issued to refund $58,320,000 of the outstanding 2005 General Obligation Refunding Bonds and $6,495,000 of the outstanding 2002 General Obligation Bonds, Series 2006C. As of June 30, 2022, the principal balance of $26,035,000 remained outstanding and unamortized premium and deferred charges on refunding were $2,698,113 and $520,432, respectively.

2014 General Obligation Bonds, Series 2018

On April 5, 2018, the District issued $83,000,000 of the 2014 General Obligation Bonds, Series 2018. The bonds mature through August 1, 2043, with interest rates ranging from 3.25 to 5.00%. The proceeds from the sales of the bonds will be used to finance the specific school facilities projects set forth in the ballot measure approved by the District's voters at an election held on November 4, 2014, and to pay costs of issuance. At June 30, 2022, the principal balance outstanding was $69,015,000 and unamortized premium was $3,330,693.

2014 General Obligation Bonds, Series 2019

On November 13, 2019, the District issued $102,545,000 of the 2014 General Obligation Bonds, Series 2019. The bonds mature through August 1, 2043, with interest rates ranging from 3.00 to 5.00%. The proceeds from the sales of the bonds will be used to finance the specific school facilities projects set forth in the ballot measure approved by the District's voters at an election held on November 4, 2014, and to pay costs of issuance. At June 30, 2022, the principal balance outstanding was $96,460,000 and unamortized premium was $6,030,130.

Debt Service Requirements to Maturity

The General Obligation Bonds mature through 2044 as follows:

Fiscal Year	Principal Inlcuding Accreted Interest to Date	Accreted Interest	Interest to Maturity	Total
2023	$ 10,690,000	$ -	$ 9,387,013	$ 20,077,013
2024	10,555,000	-	8,862,538	19,417,538
2025	11,455,000	-	8,325,962	19,780,962
2026	12,585,000	-	7,750,550	20,335,550
2027	12,929,861	1,915,139	7,315,841	22,160,841
2028-2032	49,052,425	5,097,575	31,521,131	85,671,131
2033-2037	51,570,000	-	23,379,625	74,949,625
2038-2042	73,145,000	-	12,611,984	85,756,984
2043-2044	35,695,000	-	1,192,025	36,887,025
Total	$ 267,677,286	$ 7,012,714	$ 110,346,669	$ 385,036,669

Certificates of Participation

2017 Certificates of Participation

On January 11, 2017, the District issued certificates of participation in the amount $34,595,000. The certificates of participation were issued to finance the costs of acquiring, constructing, installing, and equipping certain improvements to the sites and facilities owned by the District and to pay cost of issuance. The interest rates range from 3.00 to 5.00%, and the certificates of participation mature through September 1, 2041. At June 30, 2022, the principal balance outstanding was $30,670,000 and unamortized premium was $1,499,628.

Debt Service Requirements to Maturity

The certificates of participation mature through 2042 as follows:

Year Ending June 30,	Principal	Interest	Total
2023	$ 1,090,000	$ 1,150,406	$ 2,240,406
2024	1,260,000	1,091,656	2,351,656
2025	1,440,000	1,024,156	2,464,156
2026	1,640,000	947,156	2,587,156
2027	1,850,000	859,906	2,709,906
2028-2032	12,865,000	2,906,391	15,771,391
2033-2037	6,780,000	1,274,831	8,054,831
2038-2042	3,745,000	350,963	4,095,963
Total	$ 30,670,000	$ 9,605,465	$ 40,275,465

Finance Purchase Agreement

In December 2016, the District entered into a ten-year agreement to finance the purchase of school buses. The annual interest rate charged on the agreement is 2.55%. At June 30, 2022, the principal balance outstanding was $1,824,582.

Year Ending June 30,	Principal	Interest	Total
2023	$ 346,774	$ 46,527	$ 393,301
2024	355,617	37,684	393,301
2025	364,685	28,616	393,301
2026	373,985	19,316	393,301
2027	383,521	9,780	393,301
Total	$ 1,824,582	$ 141,923	$ 1,966,505

Property and Liability

The District has a property and liability program balance of $300,000 at June 30, 2022.

Supplemental Early Retirement Plan (SERP)

During the 2016-2017, 2017-2018, 2020-2021, and 2021-2022 fiscal years, the District adopted supplemental early retirement plans whereby certain eligible certificated and classified employees are provided an annuity to supplement the retirement benefits they are entitled to through the California State Teachers' Retirement System and the California Public Employees' Retirement System. The criteria for participation are as follows; full-time certificated and classified employees of the District, at least 55 years of age by the date of retirement, with at least five years of continuous service with the District by date of retirement. The annuities offered to the employees are to be paid over a five-year period.

Future annuity payments are as follows:

Year Ending June 30,	SERP Payment
2023	$ 1,577,782
2024	1,577,782
2025	1,577,782
2026	1,228,184
Total	$ 5,961,530

Compensated Absences

Compensated absences (unpaid employee vacation) for the District at June 30, 2022, amounted to $3,096,730.

Note 10 - Net Other Postemployment Benefit (OPEB) Liability

For the fiscal year ended June 30, 2022, the District reported net OPEB liability, deferred outflows of resources, deferred inflows of resources, and OPEB expense for the following plans:

OPEB Plan	Net OPEB Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	OPEB Expense
District Plan	$ 85,171,407	$ 16,685,443	$ 46,980,623	$ 3,191,450
Medicare Premium Payment (MPP) Program	1,753,552	-	-	(285,532)
Total	$ 86,924,959	$ 16,685,443	$ 46,980,623	$ 2,905,918

The details of each plan are as follows:

District Plan

Plan Administration

The District's governing board administers the Postemployment Benefits Plan (the Plan). The Plan is a single-employer defined benefit plan that is used to provide postemployment benefits other than pensions (OPEB) for eligible retirees and their spouses. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Plan Membership

As of July 1, 2020, valuation date, the Plan membership consisted of the following:

Inactive employees or beneficiaries currently receiving benefits payments	296
Active employees	2,533
Total	2,829

Benefits Provided

The Plan provides medical and dental insurance benefits to eligible retirees and their spouses. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the Plan. The District's governing board has the authority to establish and amend the benefit terms as contained within the negotiated labor agreements.

The benefit payment requirements of Plan members and the District are established and may be amended by the District, the Anaheim Secondary Teacher Association (ASTA), the local California Service Employees Association (CSEA), Anaheim Professional Guidance Association (APGA), American Federation of State, County, and Municipal Employees (AFSCME), and unrepresented groups. The benefit payments are based on projected pay-as-you-go financing requirements as determined annually through the agreements with the District, ASTA, CSEA, APGA, AFSCME and the unrepresented groups. For the measurement period of June 30, 2022, the District paid $3,141,515 in benefits.

Total OPEB Liability of the District

The District's total OPEB liability of $85,171,407 was measured as of June 30, 2022 and the total OPEB liability was determined by an actuarial valuation as of July 1, 2020.

Actuarial Assumptions

The total OPEB liability as of June 30, 2022 was determined by applying updated procedures to the financial reporting actuarial valuation as of July 1, 2020 and rolling forward the total OPEB liability to June 30, 2022. The following assumptions were applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.75 %
Salary increases	3.00 %, average, including inflation
Discount rate	3.69 % for 2022
Healthcare cost trend rates	5.00 % for 2022

The discount rate was based on the Bond Buyer 20-bond General Obligation Index.

The mortality rates were based on the CalSTRS Experience Analysis (2015-2018) for certificated and CalPERS experience Study (1997-2015) for classified.

The actuarial assumptions used in the July 1, 2020 valuation were based on the results of an actual experience study for the period July 1, 2018 to June 30, 2020.

Changes in the Total OPEB Liability

	Total OPEB Liability
Balance, June 30, 2021	$ 103,028,950
Service cost	4,489,009
Interest	2,034,330
Changes of assumptions	(21,239,367)
Benefit payments	(3,141,515)
Net change in total OPEB liability	(17,857,543)
Balance, June 30, 2022	$ 85,171,407

Changes of assumptions reflect a change in the discount rate from 1.92% to 3.69%.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is one percent lower or higher than the current discount rate:

Discount Rate	Total OPEB Liability
1% decrease (2.69%)	$ 96,337,892
Current discount rate (3.69%)	85,171,407
1% increase (4.69%)	75,746,290

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percent lower or higher than the current healthcare costs trend rates:

Healthcare Cost Trend Rates	Total OPEB Liability
1% decrease (4.00%)	$ 71,993,580
Current healthcare cost trend rate (5.00%)	85,171,407
1% increase (6.00%)	101,729,015

OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources related to OPEB

For the year ended June 30, 2022, the District recognized OPEB expense of $3,191,450. At June 30, 2022 the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience in the measurement of the total OPEB liability	$ -	$ 27,764,053
Changes of assumptions	16,685,443	19,216,570
Total	$ 16,685,443	$ 46,980,623

The deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2023	$ (3,331,889)
2024	(3,331,889)
2025	(3,331,889)
2026	(3,331,889)
2027	(2,664,488)
Thereafter	(14,303,136)
Total	$ (30,295,180)

Medicare Premium Payment (MPP) Program

Plan Description

The Medicare Premium Payment (MPP) Program is administered by the California State Teachers' Retirement System (CalSTRS). The MPP Program is a cost-sharing multiple-employer other postemployment benefit plan (OPEB) established pursuant to Chapter 1032, Statutes 2000 (SB 1435). CalSTRS administers the MPP Program through the Teachers' Health Benefits Fund (THBF).

A full description of the MPP Program regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2020 annual actuarial valuation report, Medicare Premium Payment Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: http://www.calstrs.com/member-publications.

Benefits Provided

The MPP Program pays Medicare Part A premiums and Medicare Parts A and B late enrollment surcharges for eligible members of the State Teachers Retirement Plan (STRP) Defined Benefit (DB)Program who were retired or began receiving a disability allowance prior to July 1, 2012 and were not eligible for premium free Medicare Part A. The payments are made directly to the Centers for Medicare and Medicaid Services (CMS) on a monthly basis.

The MPP Program is closed to new entrants as members who retire after July 1, 2012, are not eligible for coverage under the MPP Program.

The MPP Program is funded on a pay-as-you go basis from a portion of monthly District benefit payments. In accordance with California *Education Code* Section 25930, contributions that would otherwise be credited to the DB Program each month are instead credited to the MPP Program to fund monthly program and administrative costs. Total redirections to the MPP Program are monitored to ensure that total incurred costs do not exceed the amount initially identified as the cost of the program.

Net OPEB Liability and OPEB Expense

At June 30, 2022, the District reported a liability of $1,753,552 for its proportionate share of the net OPEB liability for the MPP Program. The net OPEB liability was measured as of June 30, 2021, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2020. The District's proportion of the net OPEB liability was based on a projection of the District's long-term share of contributions to the OPEB Plan relative to the projected contributions of all participating school districts, actuarially determined. The District's proportionate share for the measurement period June 30, 2021 and June 30, 2020, respectively, was 0.4396%, and 0.4812%, resulting in a net decrease in the proportionate share of 0.0416%.

For the year ended June 30, 2022, the District recognized OPEB expense of $(285,532).

Actuarial Methods and Assumptions

The June 30, 2021 total OPEB liability was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2020, and rolling forward the total OPEB liability to June 30, 2021, using the assumptions listed in the following table:

Measurement Date	June 30, 2021	June 30, 2020
Valuation Date	June 30, 2020	June 30, 2019
Experience Study	July 1, 2015 through June 30, 2018	June 30,-2014 through June 30, 2018
Actuarial Cost Method	Entry age normal	Entry age normal
Investment Rate of Return	2.16%	2.21%
Medicare Part A Premium Cost Trend Rate	4.50%	4.50%
Medicare Part B Premium Cost Trend Rate	5.40%	5.40%

For the valuation as of June 30, 2020, CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among our members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table, issued by the Society of Actuaries.

Assumptions were made about future participation (enrollment) into the MPP Program because CalSTRS is unable to determine which members not currently participating meet all eligibility criteria for enrollment in the future. Assumed enrollment rates were derived based on past experience and are stratified by age with the probability of enrollment diminishing as the members' age increases. This estimated enrollment rate was then applied to the population of members who may meet criteria necessary for eligibility and are not currently enrolled in the MPP Program. Based on this, the estimated number of future enrollments used in the financial reporting valuation was 245 or an average of 0.16% of the potentially eligible population (152,062).

The MPP Program is funded on a pay-as-you-go basis with contributions generally being made at the same time and in the same amount as benefit payments and expenses coming due. Any funds within the MPP Program as of June 30, 2021, were to manage differences between estimated and actual amounts to be paid and were invested in the Surplus Money Investment Fund, which is a pooled investment program administered by the State Treasurer.

Discount Rate

The discount rate used to measure the total OPEB liability as of June 30, 2021, is 2.16%. As the MPP Program is funded on a pay-as-you-go basis as previously noted, the OPEB Plan's fiduciary net position was not projected to be sufficient to make projected future benefit payments. Therefore, a discount rate of 2.16%, which is the Bond Buyer 20-Bond GO Index from Bondbuyer.com as of June 30, 2021, was applied to all periods of projected benefit payments to measure the total OPEB liability. The discount rate decreased 0.05% from 2.21% as of June 30, 2020.

Sensitivity of the District's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate

The following presents the District's proportionate share of the net OPEB liability calculated using the current discount rate, as well as what the net OPEB liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net OPEB Liability
1% decrease (1.16%)	$ 1,932,894
Current discount rate (2.16%)	1,753,552
1% increase (3.16%)	1,600,320

Sensitivity of the District's Proportionate Share of the Net OPEB Liability to Changes in the Medicare Costs Trend Rates

The following presents the District's proportionate share of the net OPEB liability calculated using the Medicare costs trend rates, as well as what the net OPEB liability would be if it were calculated using Medicare costs trend rates that are one percent lower or higher than the current rates:

Medicare Costs Trend Rate	Net OPEB Liability
1% decrease (3.50% Part A and 4.40% Part B)	$ 1,594,650
Current Medicare costs trend rate (4.50% Part A and 5.40% Part B)	1,753,552
1% increase (5.50% Part A and 6.40% Part B)	1,935,726

Note 11 - Fund Balances

Fund balances are composed of the following elements:

	General Fund	Building Fund	County School Facilities Fund	Special Reserve Fund for Capital Outlay Projects	Non-Major Governmental Funds	Total
Nonspendable						
Revolving cash	$ 155,000	$ -	$ -	$ -	$ -	$ 155,000
Stores inventories	512,855	-	-	-	410,830	923,685
Total nonspendable	667,855	-	-	-	410,830	1,078,685
Restricted						
Legally restricted programs	23,511,490	-	-	-	3,082,342	26,593,832
Food service	-	-	-	-	8,402,763	8,402,763
Capital projects	-	70,315,063	-	38,398,772	26,013,695	134,727,530
Debt services	-	-	-	-	17,842,543	17,842,543
Pension trust	24,189,390	-	-	-	-	24,189,390
Total restricted	47,700,880	70,315,063	-	38,398,772	55,341,343	211,756,058
Assigned						
Classified summer assistance benefits	304,170	-	-	-	-	304,170
Wellness program	123,459	-	-	-	-	123,459
CNG fueling station	500,000	-	-	-	-	500,000
School site carryover	1,693,226	-	-	-	-	1,693,226
Supplemental and concentration carryover	2,696,298	-	-	-	-	2,696,298
STRS increase	3,070,519	-	-	-	-	3,070,519
PERS increase	1,448,460	-	-	-	-	1,448,460
Bus lease	2,358,000	-	-	-	-	2,358,000
Additional 3% reserve	13,956,810	-	-	-	-	13,956,810
Textbook reserve	19,000,000	-	-	-	-	19,000,000
Technology reserve	4,800,000	-	-	-	-	4,800,000
Facilities projects escalation	15,000,000	-	-	-	-	15,000,000
Facilities projects	34,000,000	-	-	-	-	34,000,000
Deferred maintenance	8,713,886	-	-	-	-	8,713,886
Total assigned	107,664,828	-	-	-	-	107,664,828
Unassigned						
Reserve for economic uncertainties	13,956,810	-	-	-	-	13,956,810
Remaining unassigned	10,376,155	-	-	-	-	10,376,155
Total unassigned	24,332,965	-	-	-	-	24,332,965
Total	$ 180,366,528	$ 70,315,063	$ -	$ 38,398,772	$ 55,752,173	$ 344,832,536

Note 12 - Risk Management - Claims

Description

The Anaheim Union High School District's risk management activities are recorded in the General Fund and in the Health and Welfare and the Workers' Compensation Self-Insurance Funds. The purpose of the Self-Insurance Funds is to administer retiree and employee medical, dental, vision, and workers' compensation programs of the Anaheim Union High School District on a cost-reimbursement basis. These funds account for the risk financing activities of the Anaheim Union High School District, but do not constitute a transfer of risk for the Anaheim Union High School District. As of 1997-1998, the District has purchased an insurance policy for workers' compensation and is fully insured. Unpaid claims liability relates to the period prior to 1997-1998.

The District participates in the Southern California Regional Liability Excess Fund for property and liability coverage and Protected Insurance Program for Schools (PIPS) for workers' compensation coverage. Refer to Note 14 for additional information regarding the JPA's.

Claims Liabilities

Claims liabilities are based on estimates of the ultimate cost of reported claims (including future claim adjustment expenses) and an estimate for claims incurred, but not reported based on historical experience.

Unpaid Claims Liabilities

The fund establishes a liability for both reported and unreported events, which includes estimates of both future payments of losses and related claim adjustment expenses. The following represent the changes in approximate aggregate liabilities for the District from July 1, 2020 to June 30, 2022:

	Workers' Compensation	Health and Welfare	Total
Liability Balance, July 1, 2020	$ 483,265	$ 5,000,000	$ 5,483,265
Claims and changes in estimates	(68,060)	44,965,995	44,897,935
Claims payments	(81,041)	(45,465,995)	(45,547,036)
Liability Balance, June 30, 2021	334,164	4,500,000	4,834,164
Claims and changes in estimates	24,246	55,054,417	55,078,663
Claims payments	(32,608)	(53,996,417)	(54,029,025)
Liability Balance, June 30, 2022	$ 325,802	$ 5,558,000	$ 5,883,802
Assets available to pay claims at June 30, 2022	$ 489,917	$ 42,538,814	$ 43,028,731

The claims liability is not discounted.

Note 13 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

For the fiscal year ended June 30, 2022, the District reported its proportionate share of net pension liabilities, deferred outflows of resources, deferred inflows of resources, and pension expense for each of the above plans as follows:

Pension Plan	Net Pension Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	Pension Expense
CalSTRS	$ 133,099,264	$ 64,418,389	$ 130,563,768	$ 5,303,507
CalPERS	91,000,926	18,680,863	38,018,423	7,451,153
Total	$ 224,100,190	$ 83,099,252	$ 168,582,191	$ 12,754,660

The details of each plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The District contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions for funding, but not accounting purposes, and membership information is listed in the June 30, 2020, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: http://www.calstrs.com/member-publications.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age, and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program, and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the state is the sponsor of the STRP and obligor of the trust. In addition, the state is both an employer and nonemployer contributing entity to the STRP.

The District contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2022, are summarized as follows:

	STRP Defined Benefit Program	
Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 60	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	60	62
Monthly benefits as a percentage of eligible compensation	2.0% - 2.4%	2.0% - 2.4%
Required employee contribution rate	10.25%	10.205%
Required employer contribution rate	16.92%	16.92%
Required state contribution rate	10.828%	10.828%

Contributions

Required member, District and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contributions rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2022, are presented above and the District's total contributions were $29,491,462.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2022, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related state support and the total portion of the net pension liability that was associated with the District were as follows:

Total net pension liability, including State share	
Proportionate share of net pension liability	$ 133,099,264
State's proportionate share of the net pension liability	66,970,388
Total	$ 200,069,652

The net pension liability was measured as of June 30, 2021. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts and the State, actuarially determined. The District's proportionate share for the measurement period June 30, 2021 and June 30, 2020, respectively, was 0.2925% and 0.2761%, resulting in a net increase in the proportionate share of 0.0164%.

For the year ended June 30, 2022, the District recognized pension expense of $5,303,507. In addition, the District recognized pension expense and revenue of $2,291,309 for support provided by the State. At June 30, 2022, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 29,491,462	$ -
Change in proportion and differences between contributions made and District's proportionate share of contributions	15,734,755	11,114,286
Differences between projected and actual earnings on pension plan investments	-	105,284,946
Differences between expected and actual experience in the measurement of the total pension liability	333,421	14,164,536
Changes of assumptions	18,858,751	-
Total	$ 64,418,389	$ 130,563,768

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year.

The deferred inflows of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Inflows of Resources
2023	$ (26,736,063)
2024	(24,454,763)
2025	(25,061,647)
2026	(29,032,473)
Total	$ (105,284,946)

The deferred outflows/(inflows) of resources related to the change in proportion and differences between contributions made and District's proportionate share of contributions, differences between expected and actual experience in the measurement of the total pension liability, and changes of assumptions will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is seven years and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2023	$ 3,550,282
2024	6,331,061
2025	(531,672)
2026	596,486
2027	(360,484)
Thereafter	62,432
Total	$ 9,648,105

Actuarial Methods and Assumptions

Total pension liability for STRP was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2020 and rolling forward the total pension liability to June 30, 2021. The financial reporting actuarial valuation as of June 30, 2020, used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation date	June 30, 2020
Measurement date	June 30, 2021
Experience study	July 1, 2015 through June 30, 2018
Actuarial cost method	Entry age normal
Discount rate	7.10%
Investment rate of return	7.10%
Consumer price inflation	2.75%
Wage growth	3.50%

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among its members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table, issued by the Society of Actuaries.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best estimate ranges were developed using capital market assumptions from CalSTRS general investment consultant as an input to the process. The actuarial investment rate of return assumption was adopted by the board in January 2020 in conjunction with the most recent experience study. For each current and future valuation, CalSTRS' independent consulting actuary (Milliman) reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of 20-year geometrically-linked real rates of return and the assumed asset allocation for each major asset class for the year ended June 30, 2021, are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return
Public equity	42%	4.8%
Real estate	15%	3.6%
Private equity	13%	6.3%
Fixed income	12%	1.3%
Risk mitigating strategies	10%	1.8%
Inflation sensitive	6%	3.3%
Cash/liquidity	2%	(0.4%)

Discount Rate

The discount rate used to measure the total pension liability was 7.10%. The projection of cash flows used to determine the discount rate assumed the contributions from plan members and employers will be made at statutory contribution rates. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return of 7.10% and assume that contributions, benefit payments and administrative expense occurred midyear. Based on these assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net Pension Liability
1% decrease (6.10%)	$ 270,942,464
Current discount rate (7.10%)	133,099,264
1% increase (8.10%)	18,692,041

California Public Employees Retirement System (CalPERS)

Plan Description

Qualified employees are eligible to participate in the School Employer Pool (SEP) under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2020 annual actuarial valuation report, Schools Pool Actuarial Valuation. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at: https://www.calpers.ca.gov/page/forms-publications.

Benefits Provided

CalPERS provide service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor, and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2022, are summarized as follows:

	School Employer Pool (CalPERS)	
Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 55	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	55	62
Monthly benefits as a percentage of eligible compensation	1.1% - 2.5%	1.0% - 2.5%
Required employee contribution rate	7.00%	7.00%
Required employer contribution rate	22.91%	22.91%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. Total plan contributions are calculated through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contributions rates are expressed as percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2022, are presented above and the total District contributions were $15,624,697.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

As of June 30, 2022, the District reported net pension liabilities for its proportionate share of the CalPERS net pension liability totaling $91,000,926. The net pension liability was measured as of June 30, 2021. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. The District's proportionate share for the measurement period June 30, 2021 and June 30, 2020, respectively, was 0.4475% and 0.4497%, resulting in a net decrease in the proportionate share of 0.0022%.

For the year ended June 30, 2022, the District recognized pension expense of $7,451,153. At June 30, 2022, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 15,624,697	$ -
Change in proportion and differences between contributions made and District's proportionate share of contributions	339,555	2,880,449
Differences between projected and actual earnings on pension plan investments	-	34,923,447
Differences between expected and actual experience in the measurement of the total pension liability	2,716,611	214,527
Total	$ 18,680,863	$ 38,018,423

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year.

The deferred inflows of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Inflows of Resources
2023	$ (8,758,770)
2024	(8,054,473)
2025	(8,397,315)
2026	(9,712,889)
Total	$ (34,923,447)

The deferred outflows/(inflows) of resources related to the change in proportion and differences between contributions made and District's proportionate share of contributions, and differences between expected and actual experience in the measurement of the total pension liability will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 4.1 years and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2023	$ 936,750
2024	(715,196)
2025	(243,313)
2026	(17,051)
Total	$ (38,810)

Actuarial Methods and Assumptions

Total pension liability for the SEP was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2020 and rolling forward the total pension liability to June 30, 2021. The financial reporting actuarial valuation as of June 30, 2020, used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation date	June 30, 2020
Measurement date	June 30, 2021
Experience study	July 1, 1997 through June 30, 2015
Actuarial cost method	Entry age normal
Discount rate	7.15%
Investment rate of return	7.15%
Consumer price inflation	2.50%
Wage growth	Varies by entry age and service

The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using Society of Actuaries 90% of scale MP-2016.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first ten years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses. The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return
Global equity	50%	5.98%
Fixed income	28%	2.62%
Inflation assets	0%	1.81%
Private equity	8%	7.23%
Real assets	13%	4.93%
Liquidity	1%	(0.92%)

Discount Rate

The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed the contributions from plan members and employers will be made at statutory contribution rates. Based on these assumptions, the School Employer Pool fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net Pension Liability
1% decrease (6.15%)	$ 153,440,339
Current discount rate (7.15%)	91,000,926
1% increase (8.15%)	39,162,815

Social Security

As established by Federal law, all public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) must be covered by social security or an alternative plan. The District has elected to use Social Security as its alternative plan. The District contributes 6.2% of an employee's gross earnings. An employee is required to contribute 6.2% of his or her gross earnings to the pension plan.

On-Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS in the amount of $18,809,746 (10.828% of annual payroll). Contributions are no longer appropriated in the annual *Budget Act* for the legislatively mandated benefits to CalPERS. Therefore, there is no on behalf contribution rate for CalPERS. Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements.

Note 14 - Commitments and Contingencies

As of June 30, 2022, the District had the following commitments with respect to the unfinished capital projects.

Capital Project	Remaining Construction Commitment	Expected Date of Completion
Sycamore JHS SIP	$ 2,280,268	December 2022
Magnolia HS Cybersecurity + NC	31,398,533	May 2024
Kennedy Attendance Canopy	43,393	October 2022
District Office Server Room HVAC Improvement	18,068	October 2022
Ball Roofing Project	698,261	November 2022
Total	$ 34,438,523	

Grants

The District received financial assistance from Federal and State agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the General Fund or other applicable funds. However, in the opinion of management, any such disallowed claims will not have a material adverse effect on the overall financial position of the District at June 30, 2022.

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2022.

Note 15 - Participation in Joint Powers Agencies and Public Entity Risk Pools

The District is a member of the North Orange County Regional Occupational Program (NOCROP), the Southern California Regional Liability Excess Fund (SCRLEF), the Protected Insurance Program for Schools (PIPS) public entity risk pools. The District pays an annual premium to each entity for its health and property/liability coverage, education services, and workers' compensation. The relationships between the District and the pools are such that they are not component units of the District for financial reporting purposes.

These entities have budgeting and financial reporting requirements independent of member units and their financial statements are not presented in these financial statements; however, fund transactions between the entities and the District are included in these statements. Audited financial statements are available from the respective entities.

The District has appointed one board member to the governing board of NOCROP, SCRLEF, and PIPS.

During the year-ended June 30, 2022, the District made payments of $8,461,526, $3,092,938, and $5,880,286 to NOCROP, SCRLEF, and PIPS, respectively, for services rendered and pass-through funds.

Required Supplementary Information
June 30, 2022

Anaheim Union High School District

	Budgeted Amounts			Variances - Positive (Negative)
	Original	Final	Actual	Final to Actual
Revenues				
Local Control Funding Formula	$ 350,503,421	$ 358,624,983	$ 360,841,667	$ 2,216,684
Federal sources	20,015,094	58,537,842	48,867,991	(9,669,851)
Other State sources	49,049,553	74,815,796	74,839,498	23,702
Other local sources	9,554,040	11,212,215	5,345,395	(5,866,820)
Total revenues [1]	429,122,108	503,190,836	489,894,551	(13,296,285)
Expenditures				
Current				
Certificated salaries	178,446,065	183,520,489	181,160,910	2,359,579
Classified salaries	64,888,396	68,453,059	67,837,267	615,792
Employee benefits	133,434,308	141,856,843	135,462,349	6,394,494
Books and supplies	44,469,777	25,986,670	21,433,924	4,552,746
Services and operating expenditures	32,148,811	40,086,625	39,998,511	88,114
Other outgo	14,033,477	13,853,716	13,373,472	480,244
Capital outlay	3,500,070	3,391,120	2,563,724	827,396
Total expenditures [1]	470,920,904	477,148,522	461,830,157	15,318,365
Excess (Deficiency) of Revenues Over Expenditures	(41,798,796)	26,042,314	28,064,394	2,022,080
Other Financing Uses				
Transfers out	(3,800,000)	(3,800,000)	(124,518)	3,675,482
Net Change in Fund Balances	(45,598,796)	22,242,314	27,939,876	5,697,562
Fund Balance - Beginning	152,426,652	152,426,652	152,426,652	-
Fund Balance - Ending	$ 106,827,856	$ 174,668,966	$ 180,366,528	$ 5,697,562

[1] Due to consolidation of Fund 14, Deferred Maintenance Fund, for reporting purposes into the General Fund, additional revenues and expenditures pertaining to this fund are included in the Actual (GAAP Basis) revenues and expenditures; however, they are not included in the original and final General Fund budgets.

Anaheim Union High School District

Schedule of Changes in the District's Total OPEB Liability and Related Ratios

Year Ended June 30, 2022

	2022	2021	2020	2019	2018
Total OPEB Liability					
Service cost	$ 4,489,009	$ 3,870,080	$ 2,643,573	$ 2,408,818	$ 2,659,508
Interest	2,034,330	2,329,292	3,278,804	3,417,335	3,773,411
Differences between expected and actual experience in the measurement of the total OPEB liability	-	(25,796,543)	-	(13,324,792)	-
Changes of assumptions	(21,239,367)	11,016,030	7,781,060	5,752,014	-
Benefit payments	(3,141,515)	(2,653,070)	(3,077,907)	(3,786,266)	(2,974,091)
Net change in total OPEB liability	(17,857,543)	(11,234,211)	10,625,530	(5,532,891)	3,458,828
Total OPEB Liability - Beginning	103,028,950	114,263,161	103,637,631	109,170,522	105,711,694
Total OPEB Liability - Ending	$ 85,171,407	$ 103,028,950	$ 114,263,161	$ 103,637,631	$ 109,170,522
Covered Payroll	N/A[1]	N/A[1]	N/A[1]	N/A[1]	N/A[1]
Total OPEB Liability as a Percentage of Covered Payroll	N/A[1]	N/A[1]	N/A[1]	N/A[1]	N/A[1]
Measurement Date	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018

[1] The OPEB Plan is not administered through a trust and contributions are not made based on a measure of pay. Therefore, no measure of payroll is presented.

Note: In the future, as data becomes available, ten years of information will be presented.

See Notes to Required Supplementary Information

Year ended June 30,	2022	2021	2020	2019	2018
Proportion of the net OPEB liability	0.4396%	0.4812%	0.4932%	0.4747%	0.4962%
Proportionate share of the net OPEB liability	$ 1,753,552	$ 2,039,084	$ 1,836,494	$ 1,816,867	$ 2,087,528
Covered payroll	N/A[1]	N/A[1]	N/A[1]	N/A[1]	N/A[1]
Proportionate share of the net OPEB liability as a percentage of its covered payroll	N/A[1]	N/A[1]	N/A[1]	N/A[1]	N/A[1]
Plan fiduciary net position as a percentage of the total OPEB liability	(0.80%)	(0.71%)	(0.81%)	(0.40%)	0.01%
Measurement Date	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017

[1] As of June 30, 2012, active members are no longer eligible for future enrollment in the MPP Program; therefore, the covered payroll disclosure is not applicable.

Note : In the future, as data becomes available, ten years of information will be presented.

Anaheim Union High School District

Schedule of the District's Proportionate Share of the Net Pension Liability

Year Ended June 30, 2022

	2022	2021	2020	2019	2018	2017	2016	2015
CalSTRS								
Proportion of the net pension liability	0.2925%	0.2761%	0.2788%	0.2645%	0.2741%	0.2893%	0.3109%	0.3034%
Proportionate share of the net pension liability	$ 133,099,264	$ 267,603,460	$ 251,777,560	$ 243,050,018	$ 253,465,278	$ 233,962,152	$ 209,282,863	$ 177,288,550
State's proportionate share of the net pension liability	66,970,388	137,949,615	137,361,468	139,157,502	149,947,918	133,190,479	110,687,564	107,054,481
Total	$ 200,069,652	$ 405,553,075	$ 389,139,028	$ 382,207,520	$ 403,413,196	$ 367,152,631	$ 319,970,427	$ 284,343,031
Covered payroll	$ 160,778,718	$ 152,670,427	$ 151,829,644	$ 142,788,683	$ 146,765,787	$ 155,056,682	$ 140,928,288	136,384,781
Proportionate share of the net pension liability as a percentage of its covered payroll	82.78%	175.28%	165.83%	170.22%	172.70%	150.89%	148.50%	129.99%
Plan fiduciary net position as a percentage of the total pension liability	87%	72%	73%	71%	69%	70%	74%	77%
Measurement Date	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014
CalPERS								
Proportion of the net pension liability	0.4475%	0.4497%	0.4543%	0.4487%	0.4720%	0.4928%	0.4998%	0.5010%
Proportionate share of the net pension liability	$ 91,000,926	$ 137,989,406	$ 132,396,092	$ 119,650,838	$ 112,690,488	$ 97,336,612	$ 73,663,959	$ 56,879,614
Covered payroll	$ 65,224,662	$ 65,969,849	$ 63,184,597	$ 55,201,623	$ 60,547,264	$ 60,359,787	$ 54,558,219	52,325,387
Proportionate share of the net pension liability as a percentage of its covered payroll	139.52%	209.17%	209.54%	216.75%	186.12%	161.26%	135.02%	108.70%
Plan fiduciary net position as a percentage of the total pension liability	81%	70%	70%	71%	72%	74%	79%	83%
Measurement Date	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014

Note : In the future, as data becomes available, ten years of information will be presented.

Anaheim Union High School District
Schedule of the District's Contributions
Year Ended June 30, 2022

	2022	2021	2020	2019	2018	2017	2016	2015
CalSTRS								
Contractually required contribution	$ 29,491,462	$ 25,965,763	$ 26,106,643	$ 24,717,866	$ 20,604,407	$ 18,463,136	$ 16,637,582	$ 12,514,432
Less contributions in relation to the contractually required contribution	29,491,462	25,965,763	26,106,643	24,717,866	20,604,407	18,463,136	16,637,582	12,514,432
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 174,299,421	$ 160,778,718	$ 152,670,427	$ 151,829,644	$ 142,788,683	$ 146,765,787	$ 155,056,682	$ 140,928,288
Contributions as a percentage of covered payroll	16.92%	16.15%	17.10%	16.28%	14.43%	12.58%	10.73%	8.88%
CalPERS								
Contractually required contribution	$ 15,624,697	$ 13,501,505	$ 13,009,914	$ 11,412,402	$ 8,573,364	$ 8,408,804	$ 7,150,824	$ 6,422,048
Less contributions in relation to the contractually required contribution	15,624,697	13,501,505	13,009,914	11,412,402	8,573,364	8,408,804	7,150,824	6,422,048
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll	$ 68,200,336	$ 65,224,662	$ 65,969,849	$ 63,184,597	$ 55,201,623	$ 60,547,264	$ 60,359,787	$ 54,558,219
Contributions as a percentage of covered payroll	22.910%	20.700%	19.721%	18.062%	15.531%	13.888%	11.847%	11.771%

Note : In the future, as data becomes available, ten years of information will be presented.

Note 1 - Purpose of Schedules

Budgetary Comparison Schedule

The District employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board and provisions of the California *Education Code*. The governing board is required to hold a public hearing and adopt an operating budget no later than July 1 of each year. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for.

This schedule presents information for the original and final budgets and actual results of operations, as well as the variances from the final budget to actual results of operations.

Schedule of Changes in the District's Total OPEB Liability and Related Ratios

This schedule presents information on the District's changes in the total OPEB liability, including beginning and ending balances. In the future, as data becomes available, ten years of information will be presented.

- *Change in Benefit Terms* – There were no changes in benefit terms.
- *Changes of Assumptions* – The discount rate changed from 1.92% in 2021 to 3.69% in 2022.

Schedule of the District's Proportionate Share of the Net OPEB Liability - MPP Program

This schedule presents information on the District's proportionate share of the net OPEB Liability – MPP Program and the plans' fiduciary net position. In the future, as data becomes available, ten years of information will be presented.

- *Changes in Benefit Terms* – There were no changes in the benefit terms since the previous valuation.
- *Changes of Assumptions* – The plan rate of investment return assumption was changed from 2.21% to 2.16% since the previous valuation.

Schedule of the District's Proportionate Share of the Net Pension Liability

This schedule presents information on the District's proportionate share of the net pension liability (NPL), the plans' fiduciary net position and, when applicable, the State's proportionate share of the NPL associated with the District. In the future, as data becomes available, ten years of information will be presented.

- *Changes in Benefit Terms* – There were no changes in benefit terms since the previous valuations for both CalSTRS and CalPERS.
- *Changes of Assumptions* – There were no changes in economic assumptions for either the CalSTRS or CalPERS plans from the previous valuations.

Schedule of the District's Contributions

This schedule presents information on the District's required contribution, the amounts actually contributed, and any excess or deficiency related to the required contribution. In the future, as data becomes available, ten years of information will be presented.

Supplementary Information
June 30, 2022

Anaheim Union High School District

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Education			
Passed Through California Department of Education (CDE)			
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329	$ 8,043,785
School Improvement Funding for LEAs	84.010	15438	216,577
Subtotal			8,260,362
COVID-19: Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	15536	418,399
COVID-19: Elementary and Secondary School Emergency Relief II (ESSER II) Fund	84.425D	15547	24,378,872
COVID-19: Governor's Emergency Education Relief Fund: Learning Loss Mitigation	84.425C	15517	431,309
COVID 19: Expanded Learning Opportunities (ELO) Grant: ESSER II State Reserve	84.425D	15618	3,617,707
COVID 19: Expanded Learning Opportunities (ELO) Grant: ESSER III State Reserve, Emergency Needs	84.425U	15620	711,783
Subtotal			29,558,070
Title III, English Learner Student Program	84.365	14346	605,246
Title IV, Part A, Student Support and Academic Enrichment Grants	84.424	15396	693,441
Title II, Part A, Supporting Effective Instruction	84.367	14341	1,117,853
Carl D. Perkins Career and Technical Education: Secondary, Section 131	84.048	14894	621,446
Passed Through Greater Anaheim SELPA			
Special Education (IDEA) Cluster			
COVID 19: American Rescue Plan (ARP) IDEA Part B, Sec 611, Local Assistance Entitlement	84.027	15638	1,199,628
COVID 19: ARP IDEA Part B, Sec 611, Local Assistance Private School ISPs	84.027	10169	4,975
Basic Local Assistance Entitlement, Part B, Sec 611	84.027	13379	5,629,253
Local Assistance, Part B, Sec 611, Private School ISPs	84.027	10115	23,346
Mental Health Allocation Plan, Part B, Sec 611	84.027A	15197	331,815
Total Special Education (IDEA) Cluster			7,189,017

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures
Passed through CDE			
State Vocational Rehabilitation Services Program	84.126A	30103	$ 78,548
Passed through Napa County Office of Education			
Cali-Reads	84.323A	[1]	67,680
Passed through California State University Fullerton			
California State Gear Up Program	84.334A	[1]	32,978
Total U.S. Department of Education			48,224,641
U.S. Department of Health and Human Services			
Passed Through CSUF Auxiliary Services Corporation			
Health Careers Opportunity Program	93.822	S-6874-AUHSD	16,000
Total U.S. Department of Health and Human Services			16,000
U.S. Department of Agriculture			
Passed Through CDE			
Child Nutrition Cluster			
School Programs (School Breakfast Basic)	10.553	13525	134,253
School Programs (School Breakfast Needy)	10.553	13526	3,692,415
Subtotal			3,826,668
School Programs (NSL Sec 4)	10.555	13523	1,747,551
School Programs (NSL Sec 11)	10.555	13524	16,717,122
Meal Supplements	10.555	13755	135,628
Commodities	10.555	13524	1,922,209
Supply Chain Assistance	10.555	15655	1,043,146
COVID 19 SNP COVID 19 Emergency Operational Costs Reimbursement (ECR)	10.555	15637	1,426,062
Subtotal			22,991,718
Total Child Nutrition Cluster			26,818,386
Total U.S. Department of Agriculture			26,818,386

[1] Pass-Through Entity Number not available

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Defense			
Passed Through Orange County Department of Education			
Junior Reserve Officers Training Corps - Army	12.000	[1]	$ 335,913
Junior Reserve Officers Training Corps - Navy	12.000	JROTC162S	64,797
Total U.S. Department of Defense			400,710
Federal Communications Commission			
Emergency Connectivity Fund (ECF)	32.009	[2]	226,640
Total Federal Communications Commission			226,640
Total Federal Financial Assistance			$ 75,686,377

[1] Pass-Through Entity Number not available
[2] Direct Award

Organization

The Anaheim Union High School District was established in 1898 and consists of an area comprising approximately 46 square miles. The District operates eight high schools, one continuation high school, eight junior high schools, one 7-12 academy, one special education facility, and an independent study program. There were no boundary changes during the year.

Governing Board

MEMBER	OFFICE	TERM EXPIRES
Al Jabbar	President	2022
Brian O'Neal	Clerk	2024
Katherine H. Smith	Assistant Clerk	2024
Anna L Piercy	Member	2026
Annemarie Randle-Trejo	Member	2026

Administration

Michael B. Matsuda	Superintendent
Nancy Nien	Assistant Superintendent, Business
Jaron Fried	Assistant Superintendent, Educational Services
Brad Jackson	Assistant Superintendent, Human Resources

	Final Report	
	Second Period Report 1D7B8B8A	Annual Report F21B4B79
Regular ADA		
Seventh and eighth	8,201.94	8,194.37
Ninth through twelfth	17,856.44	17,803.24
Total Regular ADA	26,058.38	25,997.61
Special Education, Nonpublic, Nonsectarian Schools		
Seventh and eighth	5.43	6.51
Ninth through twelfth	23.77	26.49
Total Special Education, Nonpublic, Nonsectarian Schools	29.20	33.00
Extended Year Special Education, Nonpublic, Nonsectarian Schools		
Seventh and eighth	0.39	0.39
Ninth through twelfth	3.80	3.80
Total Extended Year Special Education, Nonpublic, Nonsectarian Schools	4.19	4.19
Total ADA	26,091.77	26,034.80

See Notes to Supplementary Information

Anaheim Union High School District
Schedule of Instructional Time
Year Ended June 30, 2022

Grade Level	1986-1987 Minutes Requirement	2021-2022 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Traditional Calendar			Multitrack Calendar			Status
					Number of Actual Days	Number of Days Credited Form J-13A	Total Days Offered	Number of Actual Days	Number of Days Credited Form J-13A	Total Days Offered	
Grades 7 - 8	54,000										
Grade 7		61,540	-	61,540	180	-	180	-	-	-	Complied
Grade 8		61,540	-	61,540	180	-	180	-	-	-	Complied
Grades 9 - 12	64,800										
Grade 9		65,242	-	65,242	180	-	180	-	-	-	Complied
Grade 10		65,242	-	65,242	180	-	180	-	-	-	Complied
Grade 11		65,242	-	65,242	180	-	180	-	-	-	Complied
Grade 12		65,242	-	65,242	180	-	180	-	-	-	Complied

See Notes to Supplementary Information

There were no adjustments to the Unaudited Actual Financial Report, which required reconciliation to the audited financial statements at June 30, 2022.

	(Budget) 2023 [1]	2022	2021 [1]	2020 [1]
General Fund [3]				
Revenues	$ 563,218,755	$ 489,952,984	$ 465,049,065	$ 416,651,019
Expenditures	544,247,861	461,523,212	436,252,983	405,518,941
Other uses	3,800,000	3,703,788	3,429,084	1,680,375
Total expenditures and other uses	548,047,861	465,227,000	439,682,067	407,199,316
Increase in Fund Balance	15,170,894	24,725,984	25,366,998	9,451,703
Ending Fund Balance	$ 186,823,537	$ 171,652,643	$ 146,926,659	$ 121,559,661
Available Reserves [2]	$ 38,181,882	$ 24,332,965	$ 97,406,177	$ 77,705,449
Available Reserves as a Percentage of Total Outgo	6.97%	5.23%	22.15%	19.08%
Long-Term Liabilities including OPEB and Pensions	N/A	$ 637,638,044	$ 845,756,168	$ 854,531,856
K-12 Average Daily Attendance at P-2	26,332	26,092	28,386	28,386

The General Fund balance has increased by $50,092,982 over the past two years, and the fiscal year 2022-2023 budget projects an increase of $15,170,894 (8.8%). For a district this size, the State recommends available reserves of at least three percent of total General Fund expenditures and other uses (total outgo).

The District has incurred operating surpluses for the past three years and anticipates incurring an operating surplus during the 2022-2023 fiscal year. Total long-term liabilities have decreased by $216,893,812 over the past two years.

Average daily attendance has decreased by 2,294 over the past two years; however, an increase of 240 ADA is anticipated during fiscal year 2022-2023.

[1] Financial information for 2023, 2021, and 2020 are included for analytical purposes only and has not been subjected to audit.

[2] Available reserves consist of all unassigned fund balances including all amounts reserved for economic uncertainties contained with the General Fund.

[3] General Fund amounts do not include activity related to the consolidation of the Deferred Maintenance Fund as required by GASB Statement No. 54.

	Student Activity Fund	Cafeteria Fund	Capital Facilities Fund	Bond Interest and Redemption Fund	Total Non-Major Governmental Funds
Assets					
Deposits and investments	$ 3,082,342	$ 5,041,307	$ 24,624,549	$ 17,827,355	$ 50,575,553
Receivables	-	4,701,064	13,910	15,188	4,730,162
Due from other funds	-	15,343	2,098,041	-	2,113,384
Stores inventories	-	410,830	-	-	410,830
Total assets	$ 3,082,342	$ 10,168,544	$ 26,736,500	$ 17,842,543	$ 57,829,929
Liabilities and Fund Balances					
Liabilities					
Accounts payable	$ -	$ 334,428	$ 712,783	$ -	$ 1,047,211
Due to other funds	-	852,101	10,022	-	862,123
Unearned revenue	-	168,422	-	-	168,422
Total liabilities	-	1,354,951	722,805	-	2,077,756
Fund Balances					
Nonspendable	-	410,830	-	-	410,830
Restricted	3,082,342	8,402,763	26,013,695	17,842,543	55,341,343
Total fund balances	3,082,342	8,813,593	26,013,695	17,842,543	55,752,173
Total liabilities and fund balances	$ 3,082,342	$ 10,168,544	$ 26,736,500	$ 17,842,543	$ 57,829,929

	Student Activity Fund	Cafeteria Fund	Capital Facilities Fund	Bond Interest and Redemption Fund	Total Non-Major Governmental Funds
Revenues					
Federal sources	$ -	$ 26,818,386	$ -	$ -	$ 26,818,386
Other State sources	-	1,835,534	-	94,469	1,930,003
Other local sources	4,958,695	720,154	6,906,867	20,802,837	33,388,553
	-				
Total revenues	4,958,695	29,374,074	6,906,867	20,897,306	62,136,942
Expenditures					
Current					
Pupil services					
Food services	-	22,988,362	-	-	22,988,362
Administration					
All other administration	-	-	99,152	-	99,152
Plant services	-	343,185	-	-	343,185
Ancillary services	4,688,534	-	-	-	4,688,534
Facility acquisition and construction	-	28,274	1,261,674	-	1,289,948
Debt service					
Principal	-	-	-	9,790,000	9,790,000
Interest and other	-	-	-	9,899,013	9,899,013
Total expenditures	4,688,534	23,359,821	1,360,826	19,689,013	49,098,194
Excess of Revenues Over Expenditures	270,161	6,014,253	5,546,041	1,208,293	13,038,748
Other Financing Uses					
Transfers out	-	-	(2,612,717)	-	(2,612,717)
Net Change in Fund Balances	270,161	6,014,253	2,933,324	1,208,293	10,426,031
Fund Balance - Beginning	2,812,181	2,799,340	23,080,371	16,634,250	45,326,142
Fund Balance - Ending	$ 3,082,342	$ 8,813,593	$ 26,013,695	$ 17,842,543	$ 55,752,173

Note 1 - Purpose of Schedules

Schedule of Expenditures of Federal Awards

Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the schedule) includes the federal award activity of the Anaheim Union High School District (the District) under programs of the federal government for the year ended June 30, 2022. The information is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the net position or changes in net position and fund balance of the District.

Summary of Significant Accounting Policies

Expenditures reported in the schedule are reported on the modified accrual basis of accounting. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

Indirect Cost Rate

The District has not elected to use the ten percent de minimis cost rate.

Food Donation

Nonmonetary assistance is reported in the schedule at the fair market value of the commodities received and disbursed. At June 30, 2022, the District did not report any commodities in inventory.

Local Education Agency Organization Structure

This schedule provides information about the District's boundaries and schools operated, members of the governing board, and members of the administration.

Schedule of Average Daily Attendance (ADA)

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

Schedule of Instructional Time

The District has received incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. The District has met its target funding. This schedule presents information on the amount of instructional time offered by the District and whether the District complied with the provisions of *Education Code* Sections 46200 through 46207.

Districts must maintain their instructional minutes at the 1986-87 requirements, as required by *Education Code* Section 46201.

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Unaudited Actual Financial Report to the audited financial statements.

Schedule of Financial Trends and Analysis

This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

Non-Major Governmental Funds - Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances

These schedules are included to provide information regarding the individual funds that have been included in the Non-Major Governmental Funds column on the Governmental Funds Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances.

Independent Auditor's Reports
June 30, 2022

Anaheim Union High School District

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Governing Board
Anaheim Union High School District
Anaheim, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Anaheim Union High School District (the District), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated December 15, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the District in a separate letter dated December 15, 2022.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Rancho Cucamonga, California
December 15, 2022

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance Required by the Uniform Guidance

To the Governing Board
Anaheim Union High School District
Anaheim, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Anaheim Union High School District's (the District) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2022. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such

that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Eide Bailly LLP

Rancho Cucamonga, California
December 15, 2022

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report on State Compliance

To the Governing Board
Anaheim Union High School District
Anaheim, California

Report on Compliance

Qualified and Unmodified Opinions on State Compliance

We have audited Anaheim Union High School District's (the District) compliance with the requirements specified in *the 2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to the District's state program requirements identified below for the year ended June 30, 2022.

Qualified Opinion on Comprehensive School Safety Plans

In our opinion, except for the noncompliance described in the Basis for Qualified and Unmodified Opinions section of our report, the District complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2022.

Unmodified Opinion on Each of the Other Programs

In our opinion, the District complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2022, except as described in the accompanying Schedule of Findings and Questioned Costs.

Basis for Qualified and Unmodified Opinions

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Matter Giving Rise to Qualified Opinion on Comprehensive School Safety Plans

As described in the accompanying schedule of findings and questioned costs, the District did not comply with requirements regarding Comprehensive School Safety Plans as described in the accompanying schedule of state compliance findings and questioned costs as item 2022-001.

Compliance with such requirements is necessary, in our opinion, for the District to comply with the requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.

- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the District's internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the District's compliance with the state laws and regulations applicable to the following items:

2021-2022 K-12 Audit Guide Procedures	Procedures Performed
Local Education Agencies Other Than Charter Schools	
Attendance	Yes
Teacher Certification and Misassignments	Yes
Kindergarten Continuance	No, see below
Independent Study	Yes
Continuation Education	Yes
Instructional Time	Yes
Instructional Materials	Yes
Ratio of Administrative Employees to Teachers	Yes
Classroom Teacher Salaries	Yes
Early Retirement Incentive	No, see below
GANN Limit Calculation	Yes
School Accountability Report Card	Yes
Juvenile Court Schools	No, see below
Middle or Early College High Schools	No, see below
K-3 Grade Span Adjustment	No, see below
Transportation Maintenance of Effort	Yes
Apprenticeship: Related and Supplemental Instruction	No, see below
Comprehensive School Safety Plan	Yes
District of Choice	No, see below
School Districts, County Offices of Education, and Charter Schools	
California Clean Energy Jobs Act	Yes
After/Before School Education and Safety Program	Yes, see below
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Yes
Immunizations	No, see below
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	Yes
In Person Instruction Grant	No, see below

2021-2022 K-12 Audit Guide Procedures	Procedures Performed
Charter Schools	
Attendance	No, see below
Mode of Instruction	No, see below
Nonclassroom-Based Instruction/Independent Study	No, see below
Determination of Funding for Nonclassroom-Based Instruction	No, see below
Annual Instructional Minutes – Classroom Based	No, see below
Charter School Facility Grant Program	No, see below

The District does not offer kindergarten instruction; therefore, we did not perform procedures related to Kindergarten Continuance.

The District did not offer an Early Retirement Incentive Program during the current year; therefore, we did not perform procedures related to the Early Retirement Incentive Program.

The District does not have any Juvenile Court Schools; therefore, we did not perform procedures related to Juvenile Court Schools.

The District does not have any Middle or Early College High Schools; therefore, we did not perform procedures related to Middle or Early College High Schools.

The District does not provide classes for grades K-3; therefore, we did not perform procedures related to K-3 Grade Span Adjustment.

We did not perform Apprenticeship: Related and Supplemental Instruction procedures because the program is not offered by the District.

We did not perform District of Choice procedures because the program is not offered by the District.

The District does not offer a Before School Education and Safety Program; therefore, we did not perform procedures related to the Before School Education and Safety Program.

The District was not listed on the immunization assessment reports; therefore, we did not perform the remaining procedures.

We did not perform In Person Instruction Grant procedures because the District did not receive funding for this grant.

The District does not operate any Charter Schools; therefore, we did not perform procedures for Charter School Programs.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identify during the audit.

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the noncompliance findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we did identify a deficiency in internal control over compliance that we consider to be a significant deficiency.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2022-001 to be a significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the internal control over compliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

Eide Bailly LLP

Rancho Cucamonga, California
December 15, 2022

Schedule of Findings and Questioned Costs
June 30, 2022

Anaheim Union High School District

Financial Statements

Type of auditor's report issued	Unmodified
Internal control over financial reporting	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major program	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)	No

Identification of major programs

Name of Federal Program or Cluster	Federal Financial Assistance Listing/ Federal CFDA Number
COVID-19: Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D
COVID-19: Elementary and Secondary School Emergency Relief II (ESSER II) Fund	84.425D
COVID-19: Governor's Emergency Education Relief Fund: Learning Loss Mitigation	84.425C
COVID 19: Expanded Learning Opportunities (ELO) Grant: ESSER II State Reserve	84.425D
COVID 19: Expanded Learning Opportunities (ELO) Grant: ESSER III State Reserve, Emergency Needs	84.425U

Dollar threshold used to distinguish between type A and type B programs	$2,270,591
Auditee qualified as low-risk auditee?	Yes

State Compliance

Internal control over state compliance programs	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	Yes
Type of auditor's report issued on compliance for programs	Qualified*

*Unmodified for all programs except for the following program which was qualified:

Name of Program
Comprehensive School Safety Plans

None reported.

None reported.

The following finding represents an instance of noncompliance and a significant deficiency that is required to be reported by the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. The finding has been coded as follows:

Five Digit Code	AB 3627 Finding Type
40000	State Compliance

2022-001 40000 – Comprehensive School Safety Plans

Criteria or Specific Requirements

California Education Code Section 32286(a) requires each school site to annually review and update its comprehensive school safety plan by March 1.

Condition

In our review of comprehensive school safety plans, we noted that the District reviewed and updated the comprehensive school safety plans; however, three schools did not approve the updated comprehensive school safety plan by March 1 and one school was unable to provide documentation of the date that the plan was updated as stated in *California Education Code* Section 32286(a).

Questioned Costs

There were no questioned costs associated with the condition identified.

Context

The condition was identified as a result of inquiry with the District's management. In a sample of six school sites, three sites were noted to have updated their plans subsequent to the March 1 deadline and one site was unable to provide documentation of the date that the plan was updated.

Effect

The District has not complied with requirements identified in California *Education Code* Section 32286(a), which states that each school site is required to annually review and update its comprehensive school safety plan by March 1.

Cause

The condition identified appears to have materialized primarily due to the lack of a monitoring process to ensure that all site plans are updated timely.

Repeat Finding

No

Recommendation

The District should ensure that they meet all the requirements identified in California *Education Code* Section 32286(a) every year. The District must update and review the comprehensive school safety plan by March 1 of each year.

Corrective Action Plan and Views of Responsible Officials

The following corrective action plan is in response to being identified as non-compliant in California Education Code Section 32286(a), which states that each school site is required to annually review and update its comprehensive school safety plan by March 1st.

To ensure compliance and meet the March 1, 2023 deadline this school year and in subsequent years, the district will monitor the process and provide additional support to ensure that all site plans are updated and submitted in a timely manner.

As such, the district's Student Support Services office has met with all administrators who oversee School Safety Plans to review expectations and timelines. The following are the remaining support meetings in place to ensure compliance for the 2022-2023 school year:

Mandatory attendance for all Assistant Principals who oversee School Safety

Date	Time	Location	Agenda	Action Items
12/08/2022 (Thursday)	3 - 4pm	PDC	● Timeline ● Goal Setting ● Site Safety Team Meetings ● District Weekly Support ● School Site Council & other approvals ● Board Approval	● Request School Safety Plan to be on the February 2023 School Site Council Meeting Agenda ● Identify Site Safety Team members ● Calendar Safety Team Meeting leading up to SSC presentation ● Attend Virtual Safety Plan Meeting as needed
01/17/2023 (Wednesday)	3 - 4pm	PDC	● Re-visit Timeline/Progress ● Goal Review & ShareOut ● Collaboration Time	● Submit School Safety Plan to SSC for review, evaluation, and amendment (if necessary) ● Develop Presentation for SSC

Date	Time	Location	Agenda	Action Items
02/07/2023 (Tuesday)	3 - 4pm	PDC	● Final Review ● Review Presentation ● Collaboration Time	● Bring February SSC Agenda
OPTIONAL Every Monday January - February	3 - 4pm	Google Meet	● Open Agenda: Recurring Monday Safety Plan Support Meeting	● Ongoing support – Bring specific questions that will move your planning and execution forward
Resources: ● CDE Comprehensive School Safety Plans: https://www.cde.ca.gov/ls/ss/vp/cssp.asp ● CDE Safe Schools Planning web page: https://www.cde.ca.gov/ls/ss/vp/safeschlplanning.asp ● CDE School Safety Plan Video September 15, 2022: https://youtu.be/tEsYgHLQV_4				

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

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CPAs & BUSINESS ADVISORS

Management
Anaheim Union High School District
Anaheim, California

In planning and performing our audit of the financial statements of Anaheim Union High School District (the District) for the year ended June 30, 2022, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control structure.

However, during our audit, we noted matters that are opportunities for strengthening internal controls and operating efficiency. The following items represent conditions noted by our audit that we consider important enough to bring to your attention. This letter does not affect our report dated December 15, 2022, on the government-wide financial statements of the District.

ASSOCIATED STUDENT BODY (ASB)

Dale Jr. High School

Observations

1. Based on the review of the cash receipting procedures, it was noted that one of the four deposits tested was not deposited in a timely manner. The delay in deposit was approximately 32 days from the date of receipt. This could result in large cash balances being maintained at the sites which can hinder the safeguarding of ASB assets.
2. Based on the review of the disbursement procedures, it was noted that three of nine disbursements tested were not approved prior to transactions taking place. This could potentially lead to spending in excess of available funds. Additionally, expenditures of a questionable nature could arise if disbursements are not pre-approved.
3. Based on the review of the disbursement procedures, it was noted that thee of nine disbursements were made without explicit receiving documentation for goods being ordered.

Recommendation

1. The ASB should, at a minimum, make their deposits once a week to minimize the amount of cash held at the sites. During weeks of high cash activity, there may be a need to make more than one deposit. The District should communicate specific guidelines for this procedure including the maximum cash on hand that should be maintained at the site.
2. In order to ensure proper internal controls over the ASB disbursements, the site should ensure that all disbursement transactions are pre-approved by authorized administrative personnel and the student council. This would allow the reviewing administrator and/or the student council to determine if the proposed activities are appropriate and to determine if sufficient funding is available to finance the activities or the purchases.
3. All goods being ordered should be documented with explicit receiving documentation. Documentation should indicate the date that the goods have been received and documentation regarding whether or not the goods have been received intact, undamaged, and in the correct quantities. Payments for vendor invoices should only be made once the receiving documentation is available.

Cypress High School

Observations

Revenue potential forms are not being used to document and control fund-raising activities as they occur. These forms supply an element of internal controls without which it is difficult to determine the success of a fundraiser and to track money as it is spent and received.

Recommendations

The revenue potential form is a vital internal control tool; it should be used to document revenues, expenditures, potential revenue and actual revenue. This allows an analysis of the fundraiser to be conducted, indicating to the staff the success or failure of the completed project. The revenue potential also indicates weak control areas in the fund-raising procedures at the site, including lost or stolen merchandise, problems with collecting all moneys due and so forth.

We will review the status of the current year comments during our next audit engagement.

Eide Bailly LLP

Rancho Cucamonga, California
December 15, 2022

EideBailly

CPAs & BUSINESS ADVISORS

December 15, 2022

To the Governing Board and
Citizens' Oversight Committee
Anaheim Union High School District
Anaheim, California

We have audited the financial statements of Anaheim Union High School District's (the District) Building Fund (Measure H) as of and for the year ended June 30, 2022, and have issued our report thereon dated December 15, 2022. We have also performed the performance audit of the Anaheim Union High School District's Building Fund (Measure H). Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our letter dated June 1, 2022, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards dated December 15, 2022.

Our Responsibility in Relation to the Performance Audit

As communicated in our letter dated June 1, 2022, our responsibility, as described by professional standards, is to conduct a performance audit in accordance with *Government Auditing Standards*. Our performance audit does not relieve you or management of your respective responsibilities.

We are also responsible for communicating significant matters related to the objectives of the performance audit. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our financial and performance audits consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

As stated in our auditor's report, professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks". We have identified the following as significant risks.

- Management Override of Controls – Professional standards require auditors to address the possibility of management overriding controls. Accordingly, we identified as a significant risk that management of the District may have the ability to override controls that the District has implemented. Management may override the District's controls in order to modify the financial records with the intent of manipulating the financial statements to overstate the District's financial performance or with the intent of concealing fraudulent transactions.

- Revenue Recognition – We identified revenue recognition as a significant risk due to financial and operational incentives for the District to overstate revenues.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted the District is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the the year ended June 30, 2022. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. No such significant accounting estimates were identified.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the District's Building Fund (Measure H) financial statements relate to:

The Summary of significant accounting policies in Note 1.

Significant Difficulties Encountered during the Audits

We encountered no significant difficulties in dealing with management relating to the performance of the audits.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole.

There were no corrected misstatements of the financial statements.

The following summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

- Overstatement of cash in county (FMV) $52,559

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the District's Building Fund (Measure H) financial statements or the auditor's report. No such disagreements arose during the course of the financial and performance audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report.

We have made the following modification to our auditor's report.

Emphasis of Matter

As discussed in Note 1, the financial statements present only Building Fund (Measure H), and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2022, the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated December 15, 2022.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

This report is intended solely for the information and use of the Governing Board and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

Eide Bailly LLP

Rancho Cucamonga, California

Financial and Performance Audits
Building Fund (Measure H)
June 30, 2022

Anaheim Union High School District

FINANCIAL AUDIT

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Financial Audit
Building Fund (Measure H)
June 30, 2022

Anaheim Union High School District

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CPAs & BUSINESS ADVISORS

Independent Auditor's Report

Governing Board
Citizens Oversight Committee
Anaheim Union High School District
Anaheim, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Building Fund (Measure H) of the Anaheim Union High School District (the District), as of and for the year ended June 30, 2022, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Building Fund (Measure H) of the District, as of June 30, 2022, and the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States *(Government Auditing Standards)*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only Building Fund (Measure H), and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2022, the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Required by *Government Auditing Standards*

In accordance with Government Auditing Standards, we have also issued our report dated December 15, 2022 on our consideration of the Building Fund (Measure H) of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Building Fund (Measure H) of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Building Fund (Measure H) of the District's internal control over financial reporting and compliance.

Eide Bailly LLP

Rancho Cucamonga, California
December 15, 2022

Anaheim Union High School District
Building Fund (Measure H)
Balance Sheet
June 30, 2022

Assets	
Investments	$ 73,852,504
Receivable	42,463
Due from other funds	504,430
Total assets	$ 74,399,397
Liabilities and Fund Balance	
Liabilities	
Accounts payable	$ 4,000,436
Due to other funds	83,898
Total liabilities	4,084,334
Fund Balance	
Restricted for capital projects	70,315,063
Total liabilities and fund balance	$ 74,399,397

See Notes to Financial Statements

Anaheim Union High School District
Building Fund (Measure H)
Statement of Revenues, Expenditures, and Change in Fund Balance
Year Ended June 30, 2022

Revenues	
Interest income	$ 463,483
All other local revenue	16,923
Net decrease in the FMV of investments	(1,325,259)
Total revenues	(844,853)
Expenditures	
Current	
Salaries and benefits	557,480
Materials and supplies	339,005
Legal, audit, & election costs	48,487
Capital outlay	
Land improvements	3,394,195
Buildings and improvements of buildings	17,307,314
Equipment	177,017
Total expenditures	21,823,498
Net Change in Fund Balance	(22,668,351)
Fund Balance - Beginning	92,983,414
Fund Balance - Ending	$ 70,315,063

Note 1 - Summary of Significant Accounting Policies

The accounting policies of the Anaheim Union High School District (the District) Building Fund (Measure H) conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants. The Anaheim Union High School District Building Fund accounts for financial transactions in accordance with the policies and procedures of the California School Accounting Manual.

Financial Reporting Entity

The financial statements include only the Building Fund (Measure H) of the Anaheim Union High School District used to account for Measure H projects. This Fund was established to account for the expenditures of general obligation bonds issued under Measure H. These financial statements are not intended to present fairly the financial position and results of operations of the Anaheim Union High School District in compliance with accounting principles generally accepted in the United States of America.

Fund Accounting

The operations of the Building Fund (Measure H) are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Basis of Accounting

The Building Fund (Measure H) is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and change in fund balances reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources.

Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. The District's governing board adopts an operating budget no later than July 1 in accordance with State law. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements. The Board revises this budget during the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

Encumbrances

The District utilizes an encumbrance accounting system under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrances are liquidated when the commitments are paid, and all outstanding encumbrances lapse at June 30.

Fund Balance

As of June 30, 2022, the fund balance is classified as follows:

Restricted - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Spending Order

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

Note 2 - Investments

Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State: U.S. Treasury instrument; registered State warrants or treasury notes: securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreement; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security, and collateralized mortgage obligations.

Investment in County Treasury

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statement at amounts based upon the District's pro-rata share of the fairly value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the Orange County Treasury Investment Pool. The District maintains a Building Fund (Measure H) investment of $73,852,504 with the Orange County Treasury Investment Pool, with an average maturity of 287 days.

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The investment in the Orange County Treasury Investment Pool has been rated Aaa by Moody's Investor Service.

Note 3 - Fair Value Measurements

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

- Level 1 - Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

- Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

- Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that data if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

As of June 30, 2022, the District’s investments of $73,852,504 in the Orange County Treasury Investment Pool are uncategorized.

Note 4 - Receivables

Receivables at June 30, 2022, consisted of the following:

Interest	$ 42,463

Note 5 - Due to Other Funds

The balance of $11,235 is due the Building Fund (Measure H) from the General Fund for reimbursement of project costs.

The balance of $493,195 is due the Building Fund (Measure H) from the Special Reserve Fund for Capital Outlay of projects for reimbursement of project costs.

The balance of $83,898 due to the General Fund from the Building Fund (Measure H) is for reimbursement of payroll related costs.

Note 6 - Accounts Payable

Accounts payable at June 30, 2022, consisted of the following:

Accrued payroll and benefits	$ 57,013
Capital Outlay	3,266,519
Other vendor payables	676,904
Total	$ 4,000,436

Note 7 - Commitments and Contingencies

Construction Commitments

As of June 30, 2022, the Building Fund (Measure H) had the following commitments with respect to the unfinished capital projects:

Capital Projects	Remaining Construction Commitments	Expected Date of Completion
Magnolia High School - SIP	$ 31,398,533	May 2024
Ball Roofing Project	698,261	Novemeber 2022
Sycamore Jr. High School - SIP	2,280,268	Deceber 2022
District Office Server Room HVAC Improvement	18,068	October 2022
	$ 34,395,130	

Litigation

The District is not currently a party to any legal proceedings related to the Building Fund (Measure H) as of June 30, 2022.

Independent Auditor's Report
June 30, 2022

Anaheim Union High School District

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Governing Board
Citizens Oversight Committee
Anaheim Union High School District
Anaheim, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Building Fund (Measure H) of the Anaheim Union High School District (the District) as of and for the year ended June 30, 2022, and the related notes of the financial statements, and have issued our report thereon dated December 15, 2022.

Emphasis of Matter

As discussed in Note 1, the financial statements present only Building Fund (Measure H), and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2022, the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's Building Fund (Measure H) financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Building Fund (Measure H) of the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Rancho Cucamonga, California
December 15, 2022

None reported.

There were no audit findings reported in the prior year's Schedule of Findings.

Performance Audit
Building Fund (Measure H)
June 30, 2022

Anaheim Union High School District

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Performance

Governing Board
Citizens Oversight Committee
Anaheim Union High School District
Anaheim, California

We were engaged to conduct a performance audit of the Building Fund (Measure H) of the Anaheim Union High School District (the District) for the year ended June 30, 2022.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution and Appendix A contained in the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* issued by the California Education Audit Appeals Panel. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution, but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The results of our tests indicated that the District expended Building Fund (Measure H) funds only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution.

This report is intended solely for the information and use of the District, Governing Board, and Citizens Oversight Committee, and is not intended to be and should not be used by anyone other than these specified parties.

Eide Bailly LLP

Rancho Cucamonga, California
December 15, 2022

Authority for Issuance

The Measure H Bonds are issued pursuant to the Constitution and laws of the State of California (the State), including the provisions of Chapters 1 and 1.5 of Part 10 of the California Education Code, and other applicable provisions of law. The Bonds are authorized to be issued by a resolution adopted by the Board of Education of the District on April 16, 2015.

The District received authorization at an election held on November 4, 2014, to issue bonds of the District in an aggregate principal amount not to exceed $249,000,000 to finance specific construction and renovation projects approved by eligible voters within the District. The proposition required approval by at least 55% of the votes cast by eligible voters within the District (the 2015 Authorization). The Bonds represent all three series of authorized bonds issued under the 2015 Authorization.

Purpose of Issuance

“To improve neighborhood schools, by repairing classrooms and labs, including leaky roofs, decaying walls, deteriorating restrooms, and accessibility for disabled students; upgrading basic infrastructure and utilities, including drinking water, sewer, and gas; enhancing safety and security, including fire safety and security systems; and acquiring, upgrading, and constructing 21st century classrooms, schools, sites, and support facilities, shall Anaheim Union High School District issue $249,000,000 of bonds at legal rates, with audits, citizen oversight, and no funds for administrator salaries.”

Authority for the Audit

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools, and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college districts, or county offices of education, "for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities", upon approval by 55% of the electorate. In addition to reducing the approval threshold from two-thirds to 55%, Proposition 39 and the enacting legislation (AB 1908 and AB 2659) requires the following accountability measures as codified in *Education Code* Sections 15278-15282:

1. Requires that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIIIA, Section 1(b)(3)(C) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

2. The school district must list the specific school facilities projects to be funded in the ballot measure and must certify that the governing board has evaluated safety, class size reduction and information technology needs in developing the project list.

3. Requires the school district to appoint a citizens' oversight committee.

4. Requires the school district to conduct an annual independent financial audit and performance audit in accordance with the Government Auditing Standards issued by the Comptroller General of the United States of the bond proceeds until all of the proceeds have been expended.

5. Requires the school district to conduct an annual independent performance audit to ensure that the funds have been expended only on the specific projects listed.

Objectives of the Audit

1. Determine whether expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure H.

2. Determine whether salary transactions, charged to the Building Fund were in support of Measure H and not for District general administration or operations.

Scope of the Audit

The scope of our performance audit covered the period of July 1, 2021 to June 30, 2022. The population of expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2022 were not reviewed or included within the scope of our audit or in this report.

Methodology

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2022, for the Building Fund (Measure H). Within the fiscal year audited, we obtained the actual invoices, purchase orders, and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIIIA, Section 1(b)(3)(C) of the California Constitution and Measure H as to the approved bond projects list. We performed the following procedures:

1. We identified expenditures and projects charged to the general obligation bond proceeds by obtaining the general ledger and project listing.

2. We selected a sample of expenditures using the following criteria:
    a. We considered all expenditures recorded in all object codes.
    b. We considered all expenditures recorded in all projects that were funded from July 1, 2021 through June 30, 2022 from Measure H bond proceeds.
    c. We selected all expenditures that were individually significant expenditures. Individually significant expenditures were identified based on our assessment of materiality.
    d. For all items below the individually significant threshold identified in item 2c, judgmentally selected expenditures based on risk assessment and consideration of coverage of all object codes, and projects for the period starting July 1, 2021 and ending June 30, 2022.

3. Our sample included transactions totaling $21,460,246. This represents 98% of the total expenditures of $21,823,498.

4. We reviewed the actual invoices and other supporting documentation to determine that:
    a. Expenditures were supported by invoices with evidence of proper approval and documentation of receipting goods or services.
    b. Expenditures were supported by proper bid documentation, as applicable.
    c. Expenditures were expended in accordance with voter-approved bond project list.
    d. Bond proceeds were not used for salaries of school administrators or other operating expenses of the District.

5. We determined that the District has met the compliance requirement of Measure H if the following conditions were met:
    a. Supporting documents for expenditures were aligned with the voter-approved bond project list.
    b. Supporting documents for expenditures were not used for salaries of school administrators or other operating expenses of the Districts.

Conclusion

The results of our tests indicated that, in all significant respects, the District has properly accounted for the expenditures held in the Building Fund (Measure H) and that such expenditures were made for authorized Bond projects. Further, it was noted funds held in the Building Fund (Measure H) and expended by the District were used for salaries only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.

None reported.

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

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

White Out Tobacco Week 2023

RESOLUTION NO. 2022/23-E-10

January 19, 2023

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

WHEREAS, White Out Tobacco Week will be officially celebrated in our community the last week in February; and

WHEREAS, tobacco, tobacco products, and nicotine use/abuse has continued to be at epidemic stages, particularly with new and emerging trends/products such as disposable flavored vapes/e-cigarettes; and

WHEREAS, it is imperative that a united effort of community members launch visible tobacco, tobacco products and nicotine prevention efforts to reduce the demand for flavored tobacco; and

WHEREAS, business, government, law enforcement, schools, religious institutions, service organizations, youth, medical, senior citizens, military, sports teams, and individuals will demonstrate their commitment to tobacco-free, healthy lifestyles by challenging people to stop using tobacco and nicotine, specifically flavored tobacco products and help people to learn about the dangers of tobacco use and the many tools they can use to help them quit and stay quit during White Out Tobacco Week;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District hereby supports February 21-24, 2023, as White Out Tobacco Week in the District and encourages its teachers, administrators, classified employees, and all staff to use the dates to decrease flavored tobacco use and increase awareness of the

negative health effects of using tobacco and nicotine products. White Out Tobacco Week is a local week of activism that empowers youth and any concerned group to stand out, speak up, and seize control against Big Tobacco by raising awareness of the problem of flavored tobacco use; encourage youth to reject the tobacco industry's deceptive marketing and stay tobacco- and nicotine-free; and urge elected officials to take action to protect kids from tobacco.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on January 19, 2023, 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 19th day of January 2023, 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 19th day of January, 2023.

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

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

NATIONAL SCHOOL COUNSELING WEEK FEBRUARY 6-10, 2023

RESOLUTION NO. 2022/23-HR-02

January 19, 2023

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

WHEREAS, school counselors are employed in public and private schools to help students reach their full potential; and

WHEREAS, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

WHEREAS, school counselors help parents focus on ways to further the educational, personal, and social growth of their children; and

WHEREAS, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and

WHEREAS, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

WHEREAS, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District observes February 6-10, 2023, as National School Counseling Week.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on January 19, 2023, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District, Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 19th day of January 2023, and passed by a roll call vote of all members of said Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of January 2023.

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

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):

9th	day of	January	2023

by and between

Javier Sierra

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; and

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:

Consult and assist the executive director of Facilities, Maintenance and Operations, and the interim director, Maintenance & Operations, and staff, with regard to current programs, procedures, methods, and planning of the overall delivery of maintenance and operations services to the school sites.

Site/School:	Business Services/M&O	Funds(Cost Center):	General Funds

2. List of Other Supportive Staff or Consultants:

N/A

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

Date:	January 9, 2023

and shall diligently perform as specified and complete performance by:

Date:	Not to exceed 780 hours.

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:

N/A

5. District shall pay Consultant the maximum amount of

$60,000 (includes intra-District mileage)

for services rendered

to # of people:	N/A	# hours per day:	N/A	# of days:	N/A

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:

Javier Sierra will provide consulting services to support the Maintenance and Operations Department during the leave of absence of the District's director, Maintenance and Operation. See attached resume.

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

N/A

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):

- ☐ **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)**:	
Javier Sierra	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Javier Sierra	Nancy C. Nien
Authorized Signature:	Signature of Assistant Superintendent:
Javier P Sierra	
Street Address:	Street Address:
5184 College Ave.	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Riverside, CA 92505	**Anaheim, CA 92803-3520**
Date:	Date:
1-9-2023	

Mark Appropriately:

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

Social Security Number*	or	Federal Identification Number*

*Or, initial below:

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

Telephone Number:	E-mail Address:
	jasumm50@gmail.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:	~~N/A~~ Patricia Neely	Date:	1/9/2023

AGREEMENT

ACOUSTICAL CONSULTATION AND DESIGN SERVICES

THIS AGREEMENT, hereinafter referred to as "AGREEMENT", is effective January 20, 2023, and it is made by and between VENEKLASEN ASSOCIATES, hereinafter referred to as "CONSULTANT," and the ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "DISTRICT."

WHEREAS, the DISTRICT is in need of design services and acoustical consultation including sound studies and recommendations for the acoustical treatment of the Anaheim High School gymnasium, herein referred to as PROJECT.

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide the special services and equipment required.

NOW, THEREFORE, the DISTRICT and CONSULTANT collectively, sometimes referred to herein as a "PARTY or PARTIES", hereto agree as follows:

1. CONSULTANT shall provide the services and deliverables in accordance with the proposal submitted by the CONSULTANT, which are included as EXHIBIT "A" to this AGREEMENT, and are hereby incorporated by reference into this Agreement.

2. The CONSULTANT shall commence providing services under this Agreement on January 20, 2023, and will diligently perform as required and complete said services as an independent consultant and not as an employee of the DISTRICT.

3. The DISTRICT will prepare and furnish to the CONSULTANT upon request such information as is reasonably necessary to the performance of the CONSULTANT to this AGREEMENT.

4. The DISTRICT will pay the CONSULTANT a total not-to-exceed amount of FOUR THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS ($4,625) for the services rendered pursuant to this AGREEMENT. Progress payments will be made based upon negotiated fee schedule. The amount of each item will be payable thirty (30) days after completion and approval of each corresponding item or task. Payment for each item or task must be approved by the DISTRICT's Executive Director of Facilities, Maintenance & Operations before an actual payment can be made.

5. The CONSULTANT will hold prices firm for the duration of the contract or until all work associated with the PROJECT is complete.

6. TERMINATION

a. The DISTRICT may at any time and for any reason terminate this AGREEMENT and compensate CONSULTANT only for services rendered to the date of termination. Written notice by the DISTRICT's Assistant Superintendent or Executive Director of Facilities, Maintenance & Operations shall be sufficient to stop further performance of services by CONSULTANT. The notice shall be deemed given when received or no later than three days after the date of mailing, whichever is sooner. The DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the termination of services.

b. In the event of a dispute between the PARTIES as to performance of the work, or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion subject to the agreement of the DISTRICT to make progress payments as called for herein, except the DISTRICT may withhold only those funds from an invoice that is in dispute. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the services provided for in this AGREEMENT have been completed, and not before subject to the DISTRICT making progress payments as called for herein.

7. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- Comprehensive General Liability $1 million per occurrence ($2 million aggregate) for comprehensive general liability
- Workman's Compensation Statutory Minimums
- Automobile Liability $1 million per occurrence
- Professional Liability/ Printers E&O $1 million per occurrence

Each policy of insurance required shall name the DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice (ten (10) for cancellation based upon non-payment of premiums) shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of

material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

8. CONSULTANT agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, and employees from every claim or demand made 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 or expense sustained by the CONSULTANT or any person, firm or corporation employed by the 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 the 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.

    The 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 that may be rendered against the DISTRICT, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. Notwithstanding the above, the CONSULTANT's obligation to indemnify for professional errors or omissions does not include the obligation to defend actions or proceedings brought against the DISTRICT but rather to reimburse the DISTRICT as damages for attorney's fees and legal costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT to the extent caused by the CONSULTANT; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of DISTRICT or of other third parties for which the CONSULTANT is not legally liable.

9. This AGREEMENT is not assignable or delegable without written consent of the PARTIES hereto.

10. CONSULTANT shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including Worker's Compensation.

11. This AGREEMENT shall be governed by the laws of the State of California.

12. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBITS BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS. This AGREEMENT represents the entire agreement between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

13. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents subject to the exclusions in ITEM #12 of this AGREEMENT.

[continued on next page]

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

CONSULTANT:

Veneklasen Associates, INC.
1711 Sixteenth Street
Santa Monica, CA 90404

James A. Good
(Signature, Authorized Representative)

JAMES A. GOOD
Signer's Name

PRINCIPAL
Title

95-3543680
(~~SSN or~~ Federal ID number)

(310) 450-1733
(Telephone)

JGOOD@VENEKLASEN.COM
(Email Address)

DEC 21, 2022
(Date)

DISTRICT:

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

(Signature, Authorized Representative)

Nancy Nien
Assistant Superintendent, Business
Anaheim Union High School District

(Date)

DISTRICT Board of Education Approval Date: _____

Attachment: Certification – Criminal Records Check

CERTIFICATION
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Anaheim Union High School DISTRICT:

I, VENEKLASEN ASSOCIATES, INC. certify that:
Name of Consultant

1. I have carefully read and understand the Notice to Consultants Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at SANTA MONICA, California on DEC. 21, 2022.
Date

James A. Good
Signature

JAMES A. GOOD
Typed or printed name

PRINCIPAL
Title

1711 16TH ST., SANTA MONICA, CA 90401
Address

(310) 450-1733
Telephone

EXHIBIT "A"

November 14, 2022

Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92801

Attention: John Fenton | Consultant, Business Services

Subject: Anaheim High School - Gym and Sound Treatment Options; Anaheim, California
Acoustical Consultation and Design; Veneklasen Proposal No. 22.1083

Dear John:

Veneklasen Associates, Inc. (Veneklasen), appreciates the opportunity to present this proposal to Anaheim Union High School District to provide Acoustical Consultation and Design services for the subject project. This proposal is based on the pictures provided, email correspondence dated November 3, 2022, and our experience on similar projects.

PROJECT UNDERSTANDING

We understand that the gym had some cellulose type of wall and ceiling covering in the original build and majority of them are no longer present. Our scope is to provide recommendations for acoustical treatment for the replacement of the acoustical panels. We propose the following Scope of Services:

SCOPE OF SERVICES

Our acoustical recommendations will be in the form of marked-up floor plans, typical details, sketches, acoustical specifications, and written reports when necessary. We do not provide finished contract documents as part of our acoustical design process.

A. Basic Services

1. Establish optimal reverberation time criterion for the gymnasium.
2. Calculate the reverberation time in the gymnasium based on scalable or dimensioned drawings (floor plan, reflected ceiling plan and elevations) provided by the Architect.
3. Provide recommendations for the replacement of the acoustical panels (material types, square footages, and general locations of the material) in the gymnasium to satisfy the established reverberation criterion. Recommendations will include the name of several manufacturers' of these panels.
4. Provide one (1) report, summarizing our recommendations.
5. Participate in one (1) web meeting or conference call to discuss the recommendations.
6. Review architectural drawings for incorporation of our recommendations.
7. Review shop drawings and submittals during construction.

B. Excluded Services

The following services are excluded but may be provided as an additional service:

1. Perform a site visit at the beginning of design to make reverberation time measurements in the gym to establish the existing conditions.
2. Perform a site visit after completion of installation of acoustical materials to make reverberation time measurements in the gymnasium.
3. Provide one (1) report summarizing the reverberation time measurements and comparing the before and after results in relationship to the criterion.
4. Opinions of probable cost (not offered).

PROFESSIONAL FEES

We shall perform the Scope of Services for a Fixed Fee of **$4,625.** Our fees include Reimbursable Expenses; please see Veneklasen Associates, Inc's General Terms & Conditions for further clarification.

Please note that we are engineering consultants and do not sell or install any products. This is the responsibility of the Owner or Contractor. Also, we do not select colors, or provide layouts or detailing of installations. This is typically provided by an Architect or Interior Designer.

On behalf of Veneklasen Associates, thank you for your consideration of our firm. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,
Veneklasen Associates, Inc.

James A. Good
Principal

PROPOSAL ACCEPTED

Signature of Authorized Representative or Organization Responsible for Payment

Date

Printed, Name

Firm Responsible for Payment

Please observe that all proposal and technical information, including scope or work and proposal fee for services are given to you in confidence, are proprietary information and are not to be disclosed or disseminated to others. This proposal is valid for ninety days; beyond that date Veneklasen reserves the right to adjust the quoted Fees and/or Scope of Work as applicable.

BILLING CONTACT INFORMATION

Veneklasen Associates utilizes an electronic paperless billing system; please complete the section below to facilitate our efforts:

Name: Email:

Mailing Address:

Direct Dial Phone: Client's Project Number:

If special handling is required, e.g. hard copy back up, supplemental invoices, please provide specific instructions:

EMPLOYEE USE OF TECHNOLOGY 6209 (4040)

The Board of Trustees intends that technological resources provided by the district be used in a responsible and proper manner in support of the instructional program and for the advancement of student learning.

It is the purpose of this policy to outline acceptable staff behavior with respect to the use of electronic information resources and district technology.

DEFINITION

District technology includes, but is not limited, ~~to all equipment, and all files stored within, and software components related to the creation, gathering, modification or distribution of electronic information and materials, online electronic networks, sources accessed via modem, telephone or satellite, and distance learning sources including video conferencing.~~ **computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, cloud-based applications, infrastructure and data, email, USB drives, wireless access points, switches, tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.**

PRIVILEGES

The use of district technology is a privilege, not a right, and inappropriate use will result in the cancellation of those privileges. ~~Use of district technology implies agreement to the terms and conditions of this policy.~~ **The use of district technology is a privilege permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable Board policies and administrative regulations.** The Board of Trustees authorizes district and school network administrators to suspend or revoke access to district technology when questionable conditions arise.

PERSONAL RESPONSIBILITY

The Superintendent or designee shall notify employees about authorized uses of district computers and consequences for unauthorized use and/or unlawful activities.

Employees are expected to maintain consistently high levels of personal responsibility regarding the use of district technology. **Employees are expected to use district technology safely, responsibly, and primarily for work-related purposes.** Rules found in the Education Code 48900, employee handbooks, and this policy clearly apply to employees conducting electronic research and communications. Additionally, the Board of Trustees expects that all system users will observe the definitions and authorized procedures described in Penal Code Section 502.

One fundamental need for acceptable employee use of district technology is respect for, and protection of, password/account code security, as well as restricted databases, files and other data. Personal passwords/accounts shall be created to protect employees utilizing electronic resources to conduct research. ~~Employees shall not use another user's password except in the authorized maintenance and monitoring of the network.~~ **Employees shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send anonymous electronic communications. Furthermore, employees shall not attempt to access any data, documents, emails, or programs in the district's system for which they do not have authorization.**

NO EXPECTATION OF PRIVACY

Employees shall have no expectation of privacy in any message, file, data, document, facsimile, or any other form of information accessed, transmitted to, received from, or stored on any technology owned, leased, used, maintained, moderated or otherwise operated by AUHSD, including, but not limited to, e-mails and other electronic communications. During the course of carrying out their responsibilities, authorized AUHSD personnel or other authorized representatives may access any technology, including employee e-mails and other electronic communications without the knowledge of the user. AUHSD also has software and systems in place that monitor and record all internet / intranet and e-mail usage. AUHSD may capture user activity su~~c~~h as network resource and file access, data created, stored or transmitted in any form, telephone numbers dialed and web sites visited. ~~The lack of privacy expectation with regard to AUHSD technology does not extend to a personal device owned by an individual employee except insofar as the employee individual uses that device to access the AUHSD network.~~ **Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees should be aware that, in most instances, their use of district technology (such as web searches or emails) cannot be erased or deleted.**

~~The use creation or change of any password, code or any method of encryption or the capacity to delete or purge files or messages, whether or not authorized by AUHSD, does not create any expectation of privacy in any message, file, data, document, communication, facsimile, or other form of information transmitted to, received from, or stored by technology.~~ **All passwords created for or used on any district technology are the sole property of the district. The creation or use of a password by an employee on district technology does not create a reasonable expectation of privacy.**

Employees are advised that employee e-mails and other electronic communications pertaining to the business of AUHSD generally are deemed to be public records and must be disclosed to members of the public upon request unless the records are specifically exempt from disclosure under the California Public Records Act. Moreover, documents may be subject to disclosure by subpoena or other legal process.

RECORDS

Any electronically stored information generated or received by an employee which constitutes a district or student record shall be classified, retained, and destroyed in accordance with BP/AR 5703 - District Records, BP/AR 81502 - Student Records, or other applicable policies and regulations addressing the retention of district or student records.

REPORTING

If an employee becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the Superintendent or designee.

CONFIDENTIALITY OBLIGATIONS

AUHSD endeavors to maintain the confidentiality of its internal e-mail systems and other electronically stored information, and employees are expected to respect that confidentiality. Employees shall not copy, move, or otherwise transfer confidential or sensitive information or data to a directory or storage location that does not have adequate access restrictions.

AUHSD websites available to the general public must contain a Privacy Statement.

To safeguard and protect the proprietary, confidential and sensitive business information of AUHSD and to ensure that the use of all technology is consistent with AUHSD legitimate business and educational interests, authorized representatives of AUHSD may monitor the use of technology, messages and files.

Users who become aware of a possible security breach involving AUHSD technology or data shall immediately notify the Chief Technology Officer or designee.

GUIDELINES FOR ONLINE SERVICES/INTERNET ACCESS

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions of obscenity, child pornography, or are harmful to minors, and that the operation of such measures is enforced. (20 USC 7001, 47 USC 254)

The Board desires to protect employees from access to harmful matter on the Internet and other online services. The Superintendent or designee shall implement rules and procedures designed to restrict employees' access to harmful or inappropriate matter on the Internet. He/she also shall establish regulations to address the safety and security of employees when using electronic mail, chat rooms and other forms of direct electronic communication.

Disclosure, use and dissemination of personal identification information regarding students are prohibited.

Staff shall supervise students while they are using online services and may ask teacher aides to assist in this supervision.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Cyberbullying is an act that may be committed face-to-face or "by an electronic act." An "electronic act" is defined as "transmission of a communication, including but not necessarily limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including but not necessarily limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager."

Technology is an important aspect to the district's objective to creative effective school to home parent communication to increase parent awareness and involvement. The district has implemented a variety of tools to facilitate parent communication including, but not limited to, a school-to-home telephony system, district and school web sites, and a student information system with parent and student portals that maintain pertinent student demographic and performance data. Employees are encouraged to populate these systems with appropriate and relevant data that make these systems useful.

It is expected that the use of district technology be limited to curriculum, instructional, and administrative projects by staff.

ACCEPTABLE USE

The use of Anaheim Union High School District's technology is a privilege which may be revoked at any time. Behaviors which shall result in revocation of access shall include, but will not be limited to: Damage to or theft of system hardware or software; alteration of system software; placement of unlawful information, computer viruses or harmful programs on or through the computer system, either public or private files or messages; entry into restricted information on systems or network files in violation of password/account code restrictions; and/or use of the network for personal gain or to engage in political lobbying.

The District will make every effort to protect staff from access to inappropriate material by monitoring and through restrictions implemented by hardware, software, and Internet filters which will monitor network activity. The Board of Trustees recognizes it is impossible to eliminate access to all controversial materials. Furthermore, because of the need for monitoring activity, there can be no expectation of privacy when using district technology.

Any attempt to gain access to inappropriate or controversial materials shall be grounds for revocation of access to district technology and may result in other disciplinary action.

In order to help ensure that the district adapts to changing technologies and circumstances, the Superintendent or designee shall regularly review this policy, the accompanying administrative regulation and other procedures. He/she shall also monitor the district's filtering software to help ensure its effectiveness.

Access to electronic mail (e-mail) is a privilege and is designed to assist employees in the acquisition of knowledge and in efficiently communicating with others. The district e- mail system is designed solely for educational and work-related purposes. E-mail files are subject to review by district and school personnel.

Employees who engage in activities commonly described as "hacking" (i.e., the unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems, or programs, or other property of the district, a business, or any other governmental agency obtained through unauthorized means) are subject to district discipline and loss of privileges.

Employees are not permitted to obtain, download, view or otherwise gain access to materials which may be deemed unlawful, harmful, abusive, obscene, pornographic, descriptive of destructive devices, or otherwise objectionable under current district policy or legal definitions.

The district or school staff reserves the right to remove files, limit or deny access, and refer staff for violating the Board Policy for other disciplinary action. The Board of Trustees authorizes district and school administrators to monitor and review all aspects of the use of district technology.

INTELLECTUAL PROPERTY

Board Policy 7902 addresses the issues of copyright law. Users should assume that any material they did not create is copyrighted. Employees may not claim personal copyright privileges over files, data or materials developed in the scope of their employment. Although it is possible to download a wide variety of material, students and staff shall not create or maintain archival copies of these materials unless the source indicates that the materials are in the public domain.

SERVICES

While the district is providing access to electronic resources, it makes no warranties, whether expressed or implied, for these services. The district will not be responsible for the accuracy of information obtained through district technology or for any damages suffered by any person while using these services. These damages include loss of data as result of delays, non-delivery or service interruptions caused by district technology or the user's errors or omissions. The use or distribution of any information that is obtained through district technology is at the user's own risk. **In addition, the district is not responsible for financial obligations arising from unauthorized use of the system.**

SECURITY

The Board of Trustees recognizes that district technology security is an extremely high priority. The accounts and passwords provided to each user are intended for the exclusive use of that person. Any problems which arise from the user's sharing his/her password/account are the responsibility of the account holder. Any misuse may result in the suspension or revocation of account privileges. The use of an account by someone other than the registered holder will be grounds for loss of access privileges to district technology.

Users are required to report immediately any abnormality in the system as soon as they observe it. Abnormalities should be reported to the classroom teacher and/or network administrator.

VANDALISM OF THE ELECTRONIC NETWORK OR TECHNOLOGY SYSTEM

Vandalism is defined as any malicious attempt to alter, harm or destroy equipment or data of another user, the district administrative network, or the other networks that are accessible via district technology. This includes, but is not limited to, the uploading or the creation of computer viruses, the alteration of data, or the theft of restricted information. Any vandalism of the district electronic network or technology system will result in the immediate loss of computer service, disciplinary action and, as appropriate, referral to law enforcement officials.

Cross References:

AUHSD Board Policies:	7902 Reproduction and Use of Copyrighted Materials 8700 Student Discipline 8708 Sexual Harassment, Students

Legal References:

Education Code:	48900 Suspension and expulsion 48980 Required notification at beginning of term 51006 Computer education and resources 51007 Programs to strengthen technological skills 51870-74 Education technology 51870.5 Student Internet access 60044 Prohibited instructional materials
Penal Code:	313 Harmful matter 502 Computer crimes, remedies 632 Eavesdropping on/or recording confidential communications
United States Code, Title 20:	6801-7005 Technology for Education Act of 1994 7001 Internet safety policy and technology protection measures, Title III funds

United States Code, Title 47:
254 Universal service discounts (E-rate)
Code of Federal Regulations, Title 16312.2-312.12 Children's online privacy protection
Code of Federal Regulations, Title 47
54.520 Internet safety policy and technology protection measures, E-rate discounts
California Public Records Act
Federal Civil Procedure (2006 amendment) AB 746

Board of Trustees
March 28, 1996
Revised: October 2001
Revised: January 2005
Revised: December 2005
Revised: January 2012
Revised: October 2014
Revised: Pending
E

The Board of Trustees intends that technological resources provided by the district be used in a responsible and proper manner in support of the instructional program and for the advancement of student learning.

It is the purpose of this policy to outline acceptable student behavior with respect to the use of electronic information resources and district technology.

DEFINITION

District technology includes, but is not limited, ~~to all equipment, and all files stored within, and software components related to the creation, gathering, modification or distribution of electronic information and materials, online electronic networks, sources accessed via modem, telephone or satellite, and distance learning sources including video conferencing.~~ **computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, cloud-based applications, infrastructure and data, email, USB drives, wireless access points, switches, tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.**

PRIVILEGES

The use of district technology is a privilege, not a right, and inappropriate use will result in the cancellation of those privileges. ~~Use of district technology implies agreement to the terms and conditions of this policy.~~ **The use of district technology is a privilege permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable Board policies and administrative regulations**. The Board of Trustees authorizes district and school network administrators to suspend or revoke access to district technology when questionable conditions arise.

PERSONAL RESPONSIBILITY

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers and consequences for unauthorized use and/or unlawful activities.

Students are expected to maintain consistently high levels of personal responsibility regarding the use of district technology. **Students are expected to use district technology safely, responsibly, and primarily for school-related purposes.** Rules found in the district's Student Discipline Policy 8700 and Education Code 48900, as well as student handbooks clearly apply to students conducting electronic research and communications. Additionally, the Board of Trustees expects that all system

users will observe the definitions and authorized procedures described in Penal Code Section 502.

One fundamental need for acceptable student use of district technology is respect for, and protection of, password/account code security, as well as restricted databases, files and other data. Personal passwords/accounts shall be created to protect students utilizing electronic resources to conduct research. ~~Students shall not use another party's password except in the authorized maintenance and monitoring of the network.~~ **Students shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send anonymous electronic communications. Furthermore, employees shall not attempt to access any data, documents, emails, or programs in the district's system for which they do not have authorization.**

NO EXPECTATION OF PRIVACY

Students shall have no expectation of privacy in any message, file, data, document, facsimile, or any other form of information accessed, transmitted to, received from, or stored on any technology owned, leased, used, maintained, moderated or otherwise operated by AUHSD, including, but not limited to, e-mails and other electronic communications. During the course of carrying out their responsibilities, authorized AUHSD personnel or other authorized representatives may access any technology, including student e-mails and other electronic communications without the knowledge of the user. AUHSD also has software and systems in place that monitor and record all internet / intranet and e-mail usage. AUHSD may capture user activity such as network resource and file access, data created, stored or transmitted in any form, telephone numbers dialed and web sites visited. ~~The lack of privacy expectation with regard to AUHSD technology does not extend to a personal device owned by an individual employee except insofar as the employee individual uses that device to access the AUHSD network.~~ **Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees should be aware that, in most instances, their use of district technology (such as web searches or emails) cannot be erased or deleted.**

~~The use creation or change of any password, code or any method of encryption or the capacity to delete or purge files or messages, whether or not authorized by AUHSD, does not create any expectation of privacy in any message, file, data, document, communication, facsimile, or other form of information transmitted to, received from, or stored by technology.~~ **All passwords created for or used on any district technology are the sole property of the district. The creation or use of a password by an employee on district technology does not create a reasonable expectation of privacy.**

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Any electronically stored information generated or received by an employee which constitutes a district or student record shall be classified, retained, and destroyed in accordance with BP/AR 5703 - District Records, BP/AR 81502 - Student Records, or other applicable policies and regulations addressing the retention of district or student records.

REPORTING

If an employee becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the Superintendent or designee.

CONFIDENTIALITY OBLIGATIONS

AUHSD endeavors to maintain the confidentiality of its internal e-mail systems and other electronically stored information, and students are expected to respect that confidentiality. Students shall not copy, move, or otherwise transfer confidential or sensitive information or data to a directory or storage location that does not have adequate access restrictions.

AUHSD websites available to the general public must contain a Privacy Statement.

To safeguard and protect the proprietary, confidential and sensitive business information of AUHSD and to ensure that the use of all technology is consistent with AUHSD legitimate business and educational interests, authorized representatives of AUHSD may monitor the use of technology, messages and files.

Users who become aware of a possible security breach involving AUHSD technology or data shall immediately notify the AUHSD Director of Education and Information Technology or designee.

GUIDELINES FOR ONLINE SERVICES/INTERNET ACCESS

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions of obscenity, child pornography, or are harmful to minors, and that the operation of such measures is enforced. (20 USC 7001, 47 USC 254)

The Board desires to protect students from access to harmful matter on the Internet and other online services. The Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet. He/she also shall establish regulations to address the safety and security of students when using electronic mail, chat rooms and other forms of direct electronic communication.

Disclosure, use and dissemination of personal identification information regarding students are prohibited.

Staff shall supervise students while they are using online services and may ask teacher aides to assist in this supervision.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such

instruction shall include, but not be limited to, the dangers of posting personal information online,

misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Cyberbullying is an act that may be committed face-to-face or "by an electronic act." An "electronic act" is defined as "transmission of a communication, including but not necessarily limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including but not necessarily limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager."

Technology is an important aspect to the district's objective to creative effective school to home parent communication to increase parent awareness and involvement. The district has implemented a variety of tools to facilitate parent communication including, but not limited to, a school-to-home telephony system, district and school web sites, and a student information system with parent and student portals that maintain pertinent student demographic and performance data. Employees are encouraged to populate these systems with appropriate and relevant data that make these systems useful.

It is expected that the use of district technology be limited to curriculum, instructional, and administrative projects by students.

ACCEPTABLE USE

The use of Anaheim Union High School District's technology is a privilege which may be revoked at any time. Behaviors which shall result in revocation of access shall include, but will not be limited to: Damage to or theft of system hardware or software; alteration of system software; placement of unlawful information, computer viruses or harmful programs on or through the computer system, either public or private files or messages; entry into restricted information on systems or network files in violation of password/account code restrictions; and/or use of the network for personal gain or to engage in political lobbying.

The District will make every effort to protect students from access to inappropriate material by strict monitoring at the classroom level and through restrictions implemented by hardware, software, and Internet filters which will monitor network activity. The Board of Trustees recognizes it is impossible to eliminate access to all controversial materials. Furthermore, because of the need for monitoring activity, there can be no expectation of privacy when using district technology.

Any attempt to gain access to inappropriate or controversial materials shall be grounds for revocation of access to district technology and may result in other disciplinary action.

In order to help ensure that the district adapts to changing technologies and circumstances, the Superintendent or designee shall regularly review this policy, the accompanying administrative regulation and other procedures. He/she shall also monitor the district's filtering software to help ensure its effectiveness.

Access to electronic mail (e-mail) is a privilege and is designed to assist students in the acquisition of knowledge and in efficiently communicating with others. The district e-mail system is designed solely

for educational and work-related purposes. E-mail files are subject to review by district and school personnel.

Students who engage in activities commonly described as "hacking" (i.e., the unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems, or programs, or other property of the district, a business, or any other governmental agency obtained through unauthorized means) are subject to district discipline and loss of privileges.

Students are not permitted to obtain, download, view or otherwise gain access to materials which may be deemed unlawful, harmful, abusive, obscene, pornographic, descriptive of destructive devices, or otherwise objectionable under current district policy or legal definitions.

The district or school staff reserves the right to remove files, limit or deny access, and refer staff or students violating the Board Policy for other disciplinary action. The Board of Trustees authorizes district and school administrators to monitor and review all aspects of the use of district technology.

INTELLECTUAL PROPERTY

Board Policy 7902 addresses the issues of copyright law. Users should assume that any material they did not create is copyrighted.

SERVICES

While the district is providing access to electronic resources, it makes no warranties, whether expressed or implied, for these services. The district will not be responsible for the accuracy of information obtained through district technology or for any damages suffered by any person while using these services. These damages include loss of data as result of delays, non-delivery or service interruptions caused by district technology or the user's errors or omissions. The use or distribution of any information that is obtained through district technology is at the user's own risk. **In addition, the district is not responsible for financial obligations arising from unauthorized use of the system.**

SECURITY

The Board of Trustees recognizes that district technology security is an extremely high priority. The accounts and passwords provided to each user are intended for the exclusive use of that person. Any problems which arise from the user's sharing his/her password/account are the responsibility of the account holder. Any misuse may result in the suspension or revocation of account privileges. The use of an account by someone other than the registered holder will be grounds for loss of access privileges to district technology.

Users are required to report immediately any abnormality in the system as soon as they observe it. Abnormalities should be reported to the classroom teacher and/or network administrator.

VANDALISM OF THE ELECTRONIC NETWORK OR TECHNOLOGY SYSTEM

Vandalism is defined as any malicious attempt to alter, harm or destroy equipment or data of another user, the district administrative network, or the other networks that are accessible via district technology. This includes, but is not limited to, the uploading or the creation of computer viruses, the alteration of data, or the theft of restricted information. Any vandalism of the district electronic network or technology system will result in the immediate loss of computer service, disciplinary action and, as appropriate, referral to law enforcement officials.

Cross References:

AUHSD Board Policies: 7902 Reproduction and Use of Copyrighted Materials
8700 Student Discipline
8708 Sexual Harassment, Students

Legal References:

Education Code: 48900 Suspension and expulsion
48980 Required notification at beginning of term
51006 Computer education and resources
51007 Programs to strengthen technological skills
51870-74 Education technology
51870.5 Student Internet access 60044
Prohibited instructional materials

Penal Code: 313 Harmful matter
502 Computer crimes, remedies
632 Eavesdropping on/or recording confidential communications United States Code, Title 20:
6801-7005 Technology for Education Act of 1994
7001 Internet safety policy and technology protection measures, Title III funds
United States Code, Title 47:
254 Universal service discounts (E-rate)
Code of Federal Regulations, Title 16
312.2-312.12 Children's online privacy protection
Code of Federal Regulations, Title 47
54.520 Internet safety policy and technology protection measures, E-rate discounts
California Public Records Act
Federal Civil Procedure (2006 amendment) AB 746

Board of Trustees

March 28, 1996
Revised: October 2001
Revised: January 2005
Revised December 2005
Revised January 2012
Revised October 2014
Revised Pending
E

Hilton Garden Inn™ Temecula

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Hilton Garden Inn Temecula, and Anaheim Union High School District Leadership Meeting.

ORGANIZATION: Anaheim Union High School District Leadership Meeting
CONTACT:

Name:	Connie Cobian
Job Title:	
Street Address:	501 North Crescent Way
City, State, Postal Code:	Anaheim, CA 92801
Country/Region:	US
Phone Number:	714-999-3502
Fax Number:	
E-mail Address:	cobian_c@auhsd.us

NAME OF EVENT: Anaheim Union High School District Leadership Meeting
REFERENCE #: 369
OFFICIAL PROGRAM DATES: Friday, February 17, 2023 - Saturday, February 18, 2023

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Anaheim Union High School District Leadership Meeting agrees that it will be responsible for utilizing, 30 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	**Rate**	**02/17/23**	**02/18/23**
Day		**Fri**	**Sat**
Run of House	$195.00	29	C/O
1-Bedroom King Suite	$195.00	1	
Rooms		30	

GROUP ROOM RATES

Based upon Anaheim Union High School District Leadership Meeting's total program requirements as outlined in this agreement, Hotel confirms the following group rates (net of all taxes):

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Standard	$195.00	$195.00	$195.00	$195.00

Hotel's room rates are subject to applicable state and local taxes (currently 12.2 %) in effect at the time of check-in.

ADDITIONAL CONCESSIONS

Based upon an 90% group room pickup, we are pleased to offer the following concessions:

- (1) 1-Bedroom King Suite at the group rate for February 17, 2023.

COMMISSION

The group room rates listed above are net non-commissionable. Anaheim Union High School District Leadership Meeting will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

METHOD OF RESERVATIONS

Reservations for the Event will be made via rooming list.

GUARANTEED RESERVATIONS
All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Anaheim Union High School District Leadership Meeting. Hotel will not hold any reservations unless secured by one of the above methods.

CUTOFF DATE
Reservations by attendees must be received on or before **5:00PM, 1/18/2023** (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the Anaheim Union High School District Leadership Meeting group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect Anaheim Union High School District Leadership Meeting's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

NO ROOM TRANSFER BY GUEST
Anaheim Union High School District Leadership Meeting agrees that neither Anaheim Union High School District Leadership Meeting nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Anaheim Union High School District Leadership Meeting reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

MASTER ACCOUNT
Hotel must be notified in writing at least 30 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

The method of payment of the Master Account will be established upon approval of Anaheim Union High School District Leadership Meeting's credit. If credit is approved, the outstanding balance of Anaheim Union High School District Leadership Meeting Master Account (less any advance deposits and exclusive of disputed charges) will be due within thirty (30) days from the invoice date which will be.

Anaheim Union High School District Leadership Meeting will raise any disputed charge(s) within 7 days after receipt of the invoice. The Hotel will work with Anaheim Union High School District Leadership Meeting in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Anaheim Union High School District Leadership Meeting has indicated that it has elected to use the following form of payment:

[ ] Cash, money order, or other guaranteed form of payment
[X] Credit card (We accept all major credit cards)
[ ] _____[agreed alternative]

Anaheim Union High School District Leadership Meeting may not change this form of payment.

In the event that credit is not approved, Anaheim Union High School District Leadership Meeting agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

BILLING ARRANGEMENTS

Room and Tax:	Individual Pay
Banquet Food & Beverage:	Master Account
Incidentals:	Individual Pay
Billing:	

GROUP BOOKING DEPOSIT To guarantee accommodations, the following non-refundable deposit must be received on or before the due dates indicated below:

DEPOSIT	AMOUNT and DUE DATE
Initial Deposit	A 25% deposit in the amount of $1,070 is to be submitted with a signed copy of this Agreement by 1/17/23. This deposit will be credited to Anaheim Union High School District Leadership Meeting. To ensure proper credit; please forward this deposit to my attention with meeting name and dates
Second Deposit	A 50% deposit in the amount of $1,605 is to be submitted 30 days prior to arrival by . This deposit will be credited to Anaheim Union High School District Leadership Meeting. To ensure proper credit; please forward this deposit to my attention with meeting name and dates.
Final Deposit	A full prepayment is due 14 days prior to arrival. This deposit will be credited to Anaheim Union High School District Leadership Meeting. To ensure proper credit; please forward this deposit to my attention with meeting name and dates.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Anaheim Union High School District Leadership Meeting, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Day Date	Times	Room Name	Function Type	Seating Type	Set For	Charge
Fri-2/17/2023	8:00am- 5:00pm	Meeting Rooms #1 & #2	Meeting	Classroom	30	$350.00
Sat-2/18/2023	8:00am- 2:00pm	Meeting Rooms #1 & #2	Meeting	Classroom	30	$350.00

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 8.75 %) and service charge (currently 23 %) in effect on the date(s) of the event.

USE OF OUTSIDE VENDORS

If Anaheim Union High School District Leadership Meeting wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Anaheim Union High School District Leadership Meeting must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Anaheim Union High School District Leadership Meeting, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

ROOMS ATTRITION

Hotel is relying upon Anaheim Union High School District Leadership Meeting's use of the Room Night Commitment. Anaheim Union High School District Leadership Meeting agrees that a loss will be incurred by Hotel if Anaheim Union High School District Leadership Meeting's actual usage is less than 90% of the Room Night Commitment.

If Anaheim Union High School District Leadership Meeting's actual usage is less than 90% of the Room Night Commitment, Anaheim Union High School District Leadership Meeting agrees to pay, as liquidated damages and not as a penalty, the difference between 90% of the Room Night Commitment and Anaheim Union High School District Leadership Meeting's actual usage, multiplied by the average group room rate, plus applicable taxes.

FOOD AND BEVERAGE ATTRITION/CANCELLATION

Anaheim Union High School District Leadership Meeting agrees that it will provide a minimum food and beverage revenue of $2,500 (exclusive of applicable service charges and taxes) as part of the Event. If Anaheim Union High School District Leadership Meeting provides less food and beverage revenue, it agrees to pay Hotel 35% of the shortage, plus applicable taxes. In addition, if any food and beverage event is cancelled within 14 days of its scheduled starting time, Anaheim Union High School District Leadership Meeting agrees to pay Hotel 100% of the food and beverage revenue guaranteed at 14 days.

CANCELLATION ASSESSMENT

Anaheim Union High School District Leadership Meeting is aware that Hotel's ability to resell canceled rooms greatly diminishes the closer the cancellation occurs to the scheduled meeting date. Anaheim Union High School District Leadership Meeting acknowledges that the schedule of cancellation assessments set forth below is a reasonable estimate of Hotel's potential loss based upon the date of cancellation and is not a penalty. Anaheim Union High School District Leadership Meeting agrees to pay an amount equal to the number of contracted room nights, multiplied by the applicable contracted group rates, plus room tax and, where applicable, anticipated revenue from food and beverage functions (including service charge), scheduled recreation and meeting space reserved at the time of cancellation, plus any other applicable taxes. The cancellation fee is based on the time between the date of receipt of ***written cancellation notice*** and scheduled arrival date and will apply as follows:

CANCELLATION PERIOD (Days Prior to Arrival)	CANCELLATION ASSESSMENT
From Contract Signing to Date of Arrival	Full payment of anticipated room and tax, food and beverage revenue, including service charge, scheduled recreation, and rental rate for blocked meeting rooms, plus any other applicable taxes.

Any deposits received will be applied against the cancellation fee. Hotel will attempt to resell the canceled rooms; however, Anaheim Union High School District Leadership Meeting will be responsible for any rooms that Hotel is unable to resell, based on assumed occupancy of 100%. Anaheim Union High School District Leadership Meeting will pay the cancellation fee at the time of cancellation upon receipt of the invoice; any resold rooms will be refunded after the dates of the program have passed. Please be advised that applicable taxes will be added to the above cancellation fees.

No reduction or cancellation is permitted if for the purpose of holding the same meeting in another location or facility. In such event, the aforementioned cancellation or reduction schedule will apply.

INDEMNIFICATION:
Group agrees to indemnify, defend and hold harmless the Hotel, Hotel's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all third party claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, exhibitors, or attendees. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

Hotel agrees to indemnify, defend and hold harmless Group, Group's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Group Indemnified Parties"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors. Nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

FORCE MAJEURE
The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. In addition, if Federal, State, County or Local regulations due to COVID-19 prevent gathering, the Agreement is subject to termination without liability. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT
Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or Anaheim Union High School District Leadership Meeting, will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES
The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non- prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE
Anaheim Union High School District Leadership Meeting understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

ACCEPTANCE

When presented by the Hotel to Anaheim Union High School District Leadership Meeting, this document is an invitation by the Hotel to Anaheim Union High School District Leadership Meeting to make an offer. Upon signature by Anaheim Union High School District Leadership Meeting, this document will be an offer by Anaheim Union High School District Leadership Meeting. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Anaheim Union High School District Leadership Meeting at any time prior to Anaheim Union High School District Leadership Meeting's execution of this document, the outlined format and dates will be held by the Hotel for Anaheim Union High School District Leadership Meeting on a first-option basis until 01/17/2023. If Anaheim Union High School District Leadership Meeting cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Anaheim Union High School District Leadership Meeting and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Anaheim Union High School District Leadership Meeting

Name: Michel Matsuda _____

Title: Superintendent_____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: Karina Quiroz_____

Title: Director of Sales_____

Signature: _____

Date: _____

"No Fee" Pixellot School District Use Agreement (Install Included)

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

Effective Date: *January 19, 2023*

This "No Fee" Pixellot School District Use Agreement ("Agreement") will serve as confirmation of the involvement of Anaheim Union High School District ("DISTRICT") in the *NFHS Network* School Broadcast Program, powered by PlayOn! Sports, and will outline the terms and conditions of participation with 2080 Media, Inc. d/b/a PlayOn! Sports ("PlayOn" and together with DISTRCT, the "Parties"). Upon the later to occur of (i) the execution of the Agreement and (ii) ratification or approval of the DISTRICT's governing board (January 19, 2023), this Agreement will become effective, and the Parties shall be subject to all of the terms and conditions herein.

AGREEMENT:

The Parties hereby agree as follows:

I. PlayOn will provide DISTRICT with a license to use and have access to TWENTY-NINE (29) units of hardware and software ("Pixellot Systems") for DISTRICT use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:

a. Pixellot camera head
b. Workstation loaded with Pixellot software for recording, encoding, and streaming videos
c. Cat6 ethernet cables to connect workstation to camera head and provide camera power (1)
d. Pixellot automated production software for all supported sports; new sports are added as released
e. Score data device (wired connection) *or* OCR camera for graphics integration in video (PlayOn to determine)
f. Protective cabinet for workstation, if needed
g. Software upgrades (while the Agreement is in effect)
h. Point-to-point wireless internet base station (if no hard-line internet available at Pixellot venue)

YES [x]	NO [ ]

i. **Installation of the Pixellot Systems will be provided by PlayOn**

(1) See *Installation of Pixellot Systems* in **Terms and Conditions** for additional information

Pricing for the Agreement†:

Description	Price
One-time Fee	$0.00
TOTAL DUE	**$0.00**

As stated above, the Pixellot Systems will be installed, provided and licensed to, and available for DISTRICT use in accordance with this Agreement, at no cost or expense to the DISTRICT.

II. Pixellot Systems will be installed at the following DISTRICT venues:

At each DISTRICT high school (School, or collectively, Schools), a Pixellot System will be installed in the main basketball gym, the football/soccer field on campus, and DISTRICT natatoriums. A Pixellot System will be installed at the listed SHARED DISTRICT venues per mutual agreement of the Parties.

1. Anaheim High School
2. Cypress High School
3. Katella High School
4. Kennedy High School
5. Loara High School
6. Magnolia High School
7. Oxford Academy
8. Savanna High School
9. Western High School
10. DISTRICT Shared Stadium- Western HS
11. DISTRICT Shared Stadium (City)

III. **PlayOn provides the following additional software and services**:

a. A branded School video portal on www.nfhsnetwork.com for each DISTRICT school
b. PlayOn proprietary software (*NFHS Network Console)* for the complete management of DISTRICT-based events including scheduling, event information, and event availability. The cost of the annual software license for the PlayOn Software (*Console*) is waived as part of the Agreement.

c. E-commerce platform for customer registration, payment processing and customer service to support the sale of subscriptions to watch DISTRICT and all other NFHS Network events ("Consumer Subscription Plan")
d. All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
e. Standard on-call customer support, account management, training, software updates, software support, and software licenses.

IV. Broadcast Rights and Event Content:

A. Regular Season Event Broadcasts.
DISTRICT agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). DISTRICT has the right to determine on-demand availability of regular season events through "blackout windows." For the purpose of definition in the Agreement, the DISTRICT will choose to be one of the following with respect to each School site, as evidenced in writing attached hereto as an exhibit or schedule:

a. "**Exclusive Broadcasting School**" means that a School in DISTRICT will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities; provided that School may allow student-led groups to live broadcast regular season sports events ("School Co-Broadcasts") as part of a broadcast media curriculum program. For the sake of clarity, events selected by School or School Co-Broadcasts will also be broadcasted on the NFHS Network via the Pixellot Systems.

b. "**Non-Exclusive Broadcasting School**" means that a School in DISTRICT may permit third parties to stream regular season sports events with no restriction; provided that regular season sports events streamed by third parties also be broadcasted on the NFHS Network via the Pixellot Systems.

B. Television Broadcasts. DISTRICT may allow (at its discretion) third party local television coverage to broadcast regular season events at a DISTRICT without violating the Agreement. For the sake of clarity, DISTRICT shall also broadcast via the Pixellot Systems on the NFHS Network any regular season event that is broadcast on linear television by a third party.

C. Postseason Event Broadcasts. DISTRICT agrees that the Pixellot Systems will be used to broadcast all State Postseason events via the Pixellot System installed in the venue where the event takes place; provided that the California Interscholastic Federation is a participating member of the NFHS Network ("NFHS Network State"). California Interscholastic Federation rights fees for State Postseason events broadcast via the Pixellot System at DISTRICT venues will be waived in NFHS Network States.

D. Practices. DISTRICT may use the Pixellot Systems to schedule and record practices for internal use by DISTRICT. DISTRICT must manually schedule all practice sessions and events will be marked as "private" and not available for viewing by consumers.

E. Content Ownership, License, Syndication and Approvals. DISTRICT hereby grants PlayOn an exclusive, worldwide, fully-paid-up, royalty-free, sub-licensable (directly or through multiple tiers), transferrable and irrevocable license to reproduce, perform, transform and distribute the content recorded via the Pixellot Systems (the "Content") in any medium (the "Content License"). The Content License is exclusive, except that the DISTRICT has the right to download DISTRICT-produced events and upload the Content into a game-film-analysis platform for use by coaches, provided that the Content is not generally available to consumers. Subject to the Content License, the Content is the exclusive property of the DISTRICT and the DISTRICT reserves all rights therein.

The Content License includes the right to syndicate the Content, in-part or in-whole, to other distribution platforms. Existing digital sponsorship inventory remains in the Content through all derivative works that incorporate the full-length event.

DISTRICT shall be solely responsible for all Content, to secure any and all releases, consents, waivers and other necessary rights from any third parties (including students and, to the extent required by law, their guardians) and complying with all applicable laws. DISTRICT agrees that all Content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of DISTRICT, PlayOn will remove DISTRICT produced events on the DISTRICT video portal. Parties agree that Pixellot System will not be turned on except for scheduled events and required system maintenance.

F. Consumer Subscription Platform. All sports events, live and on-demand, require consumers to purchase a subscription pass to be viewed. Non-sports events are set by default to be free for viewers. At DISTRICT's discretion, DISTRICT may charge a subscription fee to view non-sports events.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and, during the Term, on-demand event availability. PlayOn will notify school in writing of any such modifications.

G. DISTRICT-sold Sponsorships. DISTRICT may include sponsorship elements within the broadcast of DISTRICT events in its DISTRICT video portals. DISTRICT keeps 100% of all sponsorship sales made by DISTRICT from local sponsors.

H. Network Advertising. PlayOn may advertise on any DISTRICT video portal and within any DISTRICT broadcast using pre-roll video, video mid-roll, or overlay ads that appear on the video screen. PlayOn ads will conform to the then-current *NFHS Network Commercial Materials Guidelines (the "Guidelines")*, a current copy of which is attached as **Exhibit B**; provided that DISTRICT shall have the right in its sole discretion to limit or prohibit any advertiser, or any specific advertisement advertised on the DISTRICT video portal, that is inconsistent with the DISTRICT's Board Policies, Administrative Regulations, or other standards for appropriateness for viewing by the school district's student population, including, without limitation Board Policy 3312. Notwithstanding anything to the contrary herein, there shall be no advertisement in footage provided for use by coaches with the potential of review with students.

I. Third Party Relationships. Any third-party relationships DISTRICT develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of DISTRICT. PlayOn assumes no responsibility whatsoever for (and shall have no liability for) any third-party relationships DISTRICT enters.

J. Data Privacy. DISTRICT acknowledges that PlayOn will not have access to any "student information," "directory information," "personally-identifiable information," student records," "student-generated content" or "education records" (each as defined by the Family Education Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, other than, to the extent included in the Content as applicable: (a) student images; (b) student names; and (c) any other information provided by DISTRICT in the format of audio commentary (the "Included Data"). DISTRICT acknowledges that the Included Data is only included in the Content to the extent permitted by the DISTRICT and to the extent publicly broadcasted at the event contained within the Content. PlayOn shall not have access to any other information regarding any DISTRICT students and does not store any information regarding DISTRICT students that is not Included Content meant for public consumption through the NFHS Network and other customer-facing applications. PlayOn shall be responsible to comply with all applicable laws, including but not limited to FERPA and any state-specific laws regarding Included Data and the collection, storage and distribution thereof, but subject to DISTRICT's responsibilities under "Content Ownership, License, Syndication and Approvals" set forth above. In furtherance of the foregoing, PlayOn will maintain security procedures and practices designed to protect the Included Data from the unauthorized access, destruction, use, modification or disclosure that comply with FERPA and any state-specific laws, and will notify the DISTRICT following PlayOn's becoming aware of any such unauthorized access, destruction, use, modification or disclosure of Included Data. PlayOn will not use the Included Content for any purpose other than as contemplated by this Agreement and PlayOn will, upon DISTRICT's written request at any time, permanently delete any Included Content.

To the extent DISTRICT requires that PlayOn execute any amendment or addendum to this Agreement governing the rights and obligations of Included Data, the Parties agree that the amendment or addendum shall control with respect to Included Data.

V. General Terms and Conditions

1. **Term of Contract**. This Agreement is effective as of the Effective Date and continues for five (5) complete school years, beginning on the August 1 that follows the Effective Date (the "Initial Term") unless earlier terminated as provided herein.

   If DISTRICT elects to terminate the Agreement at any time before the end of the Initial Term, DISTRICT shall pay a fee ("Early Termination Fee") to PlayOn in the amount of two thousand-five hundred dollars ($2,500) per returned Pixellot System, in accordance with Section 10. For the sake of clarity, the total amount due to PlayOn would be calculated by multiplying the number of Pixellot Systems covered by this Agreement by two thousand-five hundred dollars ($2,500). DISTRICT acknowledges that the Early Termination Fee is a reasonable estimate of the costs that PlayOn would incur from such early termination.

   After the Initial Term, the Agreement may be renewed by mutual agreement of the Parties.

   PlayOn may terminate this Agreement and remove the Pixellot Systems immediately if DISTRICT has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn's delivery to DISTRICT of written notice of the breach; provided that DISTRICT will take down all equipment and package it appropriately in PlayOn-provided shipping containers. If PlayOn breaches any provision of this Agreement and fails to cure within 60 days, DISTRICT has the right to terminate the Agreement and PlayOn will remove the Pixellot Systems at its own expense.

2. **Payment Terms**. N/A.

3. **Internet Connectivity.** DISTRICT must provide sufficient hardline internet connectivity and the required network configurations (provided in **Exhibit A**) for each Pixellot System to allow live broadcasts. PlayOn will provide the point-to-point wireless internet base station ("Point to Point") when needed to deliver hardline internet connectivity to Pixellot Systems installed in outdoor venues; provided that PlayOn is able to select the make and model of the Point to Point system. In the event that DISTRICT requests, or requires, a specific Point to Point system that is different from what is provided by PlayOn, then DISTRICT must provide and install the Point to Point system at its own expense.

4. **Software License**. During the Term of this Agreement, PlayOn grants DISTRICT a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The "Software" consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system. The Software may be used solely to schedule, capture, produce, encode, and record Content from DISTRICT events for distribution to viewers solely on the NFHS Network. DISTRICT shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than DISTRICT pages on the NFHS Network video portal (*www.nfhsnetwork.com*). DISTRICT agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other intellectual property provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except as otherwise provided herein, DISTRICT agrees not to reproduce the Software or PlayOn's intellectual property. DISTRICT acknowledges that the Pixellot Systems include embedded software from Pixellot that is subject to additional end-user license agreement terms ("EULA") and DISTRICT agrees to comply with all such terms. The Pixellot EULA will be provided to DISTRICT.

5. **Site Survey Collection**. This Agreement provides DISTRICT with a form to collect information for each DISTRICT venue at which a Pixellot System will be installed ("Site Information"). Pixellot Systems will not be shipped to DISTRICT unless all information is filled out completely in the sections: **Pixellot Venue Information**, and **Team-To-Venue Mapping**.

6. **PlayOn Installation of Pixellot Systems**. PlayOn will perform the installation of the Pixellot Systems and will coordinate with DISTRICT to

schedule the installation work ("PlayOn Installation"). Additional details about the PlayOn Installation are provided in **Exhibit C** of this Agreement. PlayOn will provide all required Cat6 ethernet cable required to install and operate the Pixellot Systems; in the event that DISTRICT requires special cabling for any reason, then special cabling must be provided at the sole expense of DISTRICT. DISTRICT agrees that all Internet connectivity requirements have been met prior to the start of the PlayOn Installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the PlayOn Installations are taking place If DISTRICT needs to reschedule or cancel a PlayOn Installation, DISTRICT must provide notice to PlayOn at least 48 hours before originally scheduled installation time. Failure to provide sufficient notice may result in additional charges to DISTRICT.

DISTRICT agrees that PlayOn may use its own service providers to perform the PlayOn Installation so long as all such providers meet DISTRICT requirements for entry to school venues, in compliance with the fingerprinting and background check requirements of Education Code section 42125.1. A form of such certificate is attached as Exhibit D hereto. For the sake of clarity, DISTRICT agrees that PlayOn is not required to work with any service providers that may be under agreement with DISTRICT for facilities or IT work.

DISTRICT agrees to remove, relocate, and reinstall, as appropriate, the Pixellot Systems in the event of construction within any of the venues denoted herein where a Pixellot System is installed.

7. **Receipt of Goods.** Upon delivery of the Pixellot Systems, DISTRICT will inspect all packages for damage caused by a third-party shipper (e.g. UPS) to all boxes, equipment, and components. DISTRICT agrees to store all packages in a secure environment prior to the arrival of the PlayOn installer. Prior to or contemporaneously with the execution and delivery of this Agreement, PlayOn shall execute a certification regarding any employee, subcontractor or vendor that is anticipated to provide on site services in connection with this Agreement, in compliance with the fingerprinting and background check requirements of Education Code section 42125.1. A form of such certificate is attached as Exhibit D hereto.

8. **Revenue Share**. Revenue Share payments to each School in DISTRICT is based on "Net Revenue," meaning gross revenue received from Monthly subscription passes sold through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution. Net Revenue is defined as seventy five percent (75%) of Gross Revenue as a basis for revenue sharing calculations. Revenue sharing for subscription passes sold and attributed to School will be calculated as follows:

    a. An **Exclusive Broadcasting School** will receive twenty percent (20%) of the Net Revenue ("Revenue Share") for Monthly subscription passes attributed to School's Pixellot System-produced content.

    b. A **Non-Exclusive Broadcasting School** will receive ten percent (10%) of the Net Revenue ("Revenue Share") for Monthly subscription passes attributed to School's Pixellot System-produced content

    c. **Both Exclusive Broadcasting Schools** and **Non-Exclusive Broadcasting Schools** will receive the same revenue sharing formula for Annual subscription passes sold and attributed to School. For definition purposes, an Annual subscription pass provides access to all content on the NFHS Network for a period of 12 months. Annual subscription passes will have a base cost ("Annual Pass Base Cost") and a price point ("Annual Pass Price"), both set by PlayOn. School will receive the difference between the Annual Pass Price and the Annual Pass Base Cost.

    d. A minimum payment ("Minimum Guarantee") of one thousand dollars ($1,000) will be set for all **Exclusive Broadcasting Schools** for each of the first two (2) years of the Initial Term. If the sum of the Revenue Share from both Monthly subscription passes and Annual subscription passes is less than the Minimum Guarantee in either year 1 or 2 of the Initial Term then PlayOn will pay an additional amount of revenue share such that School will have received the Minimum Guarantee; provided that the Pixellot Systems were activated (capable of broadcasting events) within 30 days past the start of that school year. PlayOn may recoup the shortfalls paid to meet the Minimum Guarantee from the calculated Revenue Share in a subsequent period, at its discretion. If School's Revenue Share exceeds the Minimum Guarantee, then School will receive its calculated Revenue Share.

9. **Administration of Funds**. PlayOn will manage the collection and accounting of all funds received, including the management of refunds. If DISTRICT produces regular season content on an alternative streaming platform in violation of this Agreement, PlayOn reserves the right to withhold any Revenue Share attributed to DISTRICT. PlayOn will calculate the funds to be disbursed to DISTRICT on a quarterly basis on the following dates: October 31st, January 31st, April 30th, and July 31st. Funds will be disbursed to DISTRICT within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. DISTRICT must earn a minimum of $50 in aggregate Revenue Share proceeds within a school year to receive a check.

10. **Ownership and Return of the Pixellot Systems.** PlayOn is providing the Pixellot Systems for DISTRICT use during the Term in the venues specified herein. DISTRICT may not move a Pixellot System from where it was installed without the express written consent of PlayOn. PlayOn is not selling the Pixellot Systems to DISTRICT. The Pixellot Systems will remain PlayOn's property and PlayOn may remove the Pixellot Systems from DISTRICT if this Agreement terminates for any reason or if DISTRICT fails, in any nine (9) month period, to create any Content via a Pixellot System for distribution on the NFHS Network. DISTRICT shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.

11. **Maintenance of Units.** PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all Software. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide DISTRICT with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken Pixellot Systems during the Initial Term. For purposes of clarification, PlayOn is not obligated to replace any broken Pixellot Systems after the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by DISTRICT.

12. **Providing of Sports Schedules.** DISTRICT is required to use best efforts, prior to 60 days before the start of a sport season, to provide

PlayOn the game schedules (in a mutually acceptable format) for all teams in all sports that occur in the venue where the Pixellot System is installed. PlayOn will be responsible for the initial data entry of all game schedules. In event of a known change of schedule to an event, DISTRICT will make the required changes.

If DISTRICT's game schedules are accessible via a third-party platform (e.g. Arbiter, rSchoolToday, etc.), DISTRICT agrees that PlayOn may collect DISTRICT's game schedule information directly from that third-party platform, to be used for the sole purpose of scheduling automated event broadcasts on the NFHS Network through DISTRICT's Pixellot System(s). DISTRICT will facilitate PlayOn's access to DISTRICT's game schedule on any such third-party platform.

13. **Indemnification**. PlayOn (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the DISTRICT, defend the DISTRICT, its governing board, employees, officers, and agents (the "Indemnified Party") from and against any and all losses, liabilities, costs, and expenses including reasonable attorney's fees, in connection with claims brought by a third party against the Indemnified Party established by judgment or alternative resolution award, to the extent arising from (a) any violation of applicable law by the Indemnifying Party or its employee, agent, or other representative; (b) the gross negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.

14. **Indemnification for IP Infringement.** PlayOn shall indemnify DISTRICT against any third-party claim that DISTRICT's use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems; provided that, PlayOn shall have no obligation under this section with respect to any claim based upon or arising from: (a) modification of the Pixellot Systems in any manner not expressly permitted by PlayOn; (b) any use of the Pixellot Systems outside the scope of the license granted in, or contrary to, the provisions of, this Agreement or the EULA; (C) the combination of the Pixellot Systems with any other service or product not authorized by PlayOn or Pixellot; or (D) broadcasting the Content without a license, right or title to do so.

15. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY**. THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO DISTRICT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO DISTRICT UNDER THIS AGREEMENT. THE LIMITATION IN THE IMMEDIATELY PRECEDING SENTENCE DOES NOT APPLY TO (I) PLAYON'S OR ITS PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH; OR (II) PLAYON'S OBLIGATION TO INDEMNIFY DISTRICT FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

16. **Relationship of the Parties**. Each party shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not create or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall only be those expressly set forth in this Agreement.

17. **Assignment**. This Agreement may not be assigned by either party without the prior consent of the non-assigning party.

18. **Entire Agreement; Modification**. This Agreement constitutes the entire understanding between the Parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to the subject matter. There shall be no oral alteration or modification of this Agreement; the Agreement and its terms may not be modified or changed except in writing, approved and signed by both Parties.

19. **E-Verify**. PlayOn acknowledge that immigration laws require it to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program).

20. **Proof of Insurance**. During the Term, PlayOn shall maintain, and (upon DISTRICT's written request) provide evidence of, commercial general liability, statutory workers' compensation insurances, and such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of PlayOn, its employees or agents. The general liability insurance shall be at least in the amount of $1,000,000 per incident and a $2,000,000 aggregate.

21. **Governing Law and Venue**. This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State in which the DISTRICT resides. Any action at law or judicial proceeding instituted for the enforcement of this Agreement shall be instituted only in the state courts of the State and county in which the DISTRICT resides.

22. **Counterparts**. This Agreement may be executed in counterparts (including by way of facsimile, PDF or other electronic format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

23. **Waiver**. The failure of either party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either party's delay in the exercise of any such rights or remedies, shall not release the other party from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of such party to insist upon strict performance of this Agreement.

24. **Compliance with Applicable Laws; Sovereign Immunity**. Each party shall comply with all applicable laws applicable to it with respect to the services being provided under this Agreement, whether or not specifically referenced in this Agreement. Nothing in this Agreement shall be deemed to waive any sovereign immunity, if any, for which the DISTRICT may benefit.

[Signatures on Next Page]

SCHOOL BROADCAST PROGRAM

*****Complete the information below and fax entire document to 404.920.3199*****

Signed:

Date: _____

Mark Rothberg
Vice President, School Broadcast Program
PlayOn! Sports

Accepted by DISTRICT:

Signature: _____

Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Email: fried_ja@auhsd.us

DISTRICT: Anaheim Union High School District

Primary Contact: Mitch Olson

Email: olson_m@auhsd.us

Mobile Number: 714-999-3557

Bookkeeper: _____

Email: _____

Phone Number: _____

IT/Network Contact: _____

Email: _____

Phone Number: _____

Shipping Address for Pixellot Systems: [X] **DISTRICT Address** *OR* [ ] **Different Address** (write below)

501 Crescent Way
Anaheim, CA 92801

Subscription Revenue Check Made Out to: _____

PIX-SUB-ROTF-INST

PIXELLOT VENUE INFORMATION

Does your school have a lift that the NFHS Network installer can use for installation? YES [ ] NO [ ]

Please fill out the information below for ALL venues where a Pixellot System will be installed and indicate for each School Site whether the arrangement will be an "Exclusive Broadcasting School" or a "Non-Exclusive Broadcasting School"in accordance with Section IV.A of the Agreement.

	Type of venue (*select from drop-down*)	Name of venue (*e.g. Aux Gym, Soccer Field*)	Indoor/Outdoor	Scoreboard Type	Hard-line internet connection available at venue?	Exclusive Broadcasting School? (Y/N)
1	Shared Stadium		Outdoor			
2	Shared Stadium		Outdoor			
3	Gym		Indoor		YES	
4	Field		Outdoor			
5	Pool		Indoor			
6	Gym		Indoor		YES	
7	Field		Outdoor			
8	Pool		Indoor			
9	Gym		Indoor		YES	
10	Field		Outdoor			
11	Pool		Indoor			
12	Gym		Indoor		YES	
13	Field		Outdoor			
14	Pool		Indoor			
15	Gym		Indoor		YES	
16	Field		Outdoor			
17	Pool		Indoor			
18	Gym		Indoor		YES	
19	Field		Outdoor			
20	Pool		Indoor			

21	Gym		Indoor		YES	
22	Field		Outdoor			
23	Pool		Indoor			
24	Gym		Indoor		YES	
25	Field		Outdoor			
26	Pool		Indoor			
27	Gym		Indoor		YES	
28	Field		Outdoor			
29	Pool		Indoor			

INSTALLER INFORMATION

Who will be performing your installation? Please provide their contact information below.

Installer Name: _____

Installer Phone: _____

Installer Email: _____

[Agreement Continues on Next Page]

TEAM-TO-VENUE MAPPING

Use the tables below to indicate which sports teams play at each Pixellot venue (check all that apply). Please fill out for ALL Pixellot venues.

VENUE: WILL GATHER INFO UPON COMPLETION

	Varsity	JV	Soph	Fresh	Middle

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

DISTRICT agrees that the team-to-venue mapping information provided above is accurate to the best of DISTRICT's knowledge: **YES** [ ]

EXHIBIT A

NETWORK CONFIGURATION REQUIREMENTS

To stream with the Pixellot Systems, the following network requirements must be met:

Whitelist all **outbound** HTTP/S traffic to **pixellot.tv**.

No inbound firewall rules are required. No services will ever connect directly to the host.

However, to publish video and manage the server, we need these ports open for **outbound traffic** to all IPs:

Port #	Protocol	Purpose	Application
1935	TCP	Video streaming	RTMP
443	TCP+UDP	Remote Management	https, agent
123	TCP+UDP	Clock synchronization	NTP-clock sync
80	TCP	Event control (stop / start)	RabbitMQClient (Coordinator in Production/Necessary for Graphics)
2077 **2088**	UDP	Video streaming	ZIXI broadcaster
53	TCP+UDP	DNS Name management	
1401 **1402** **1403**	TCP	Sportzcast (Score data integration tool)	

Network Configuration to Watch Video

Open all TCP traffic on ports 80 and 443 for nfhsnetwork.com and all subdomains.

Open all TCP traffic on ports 80 and 443 for w.sharethis.com.

Additional Note:

You may need to disable any content filters or filtering applications for the VPU's IP address.

EXHIBIT B

NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES SEE BP 3312 NON NUTRITIOUS FOOD AND CARBONATED BEVERAGES

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection. All advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school Schools that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes or Tobacco Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.
17. Certain non-nutritious foods and carbonated beverages, subject to review and approval by DISTRICT representative in accordance with Board Policy 3312

EXHIBIT C

PLAYON INSTALLATION OF PIXELLOT SYSTEM: GUIDELINES

Hardware	NFHS Network will provide all hardware for the Pixellot System, including: • Camera Head • Computer • Scoring Device (either Sportzcast or OCR Camera) • P2P System (if necessary) • Standard installation/ mounting accessories *If School wants to use a different P2P system, School must pay for and install it.*
Conduit	NFHS Network will provide and install up to 50' of cable protection anywhere cable is exposed (i.e. accessible by students, etc.) The following areas are NOT considered exposed: ▪ Gym ceiling infrastructure ▪ Above drop ceilings ▪ School areas off-limits to general student body (e.g. press boxes, network closets, etc.) *If School wants to use a specific type of cable protection or have it installed in a non-exposed area, it must be approved by NFHS Network. School will be responsible for additional materials and labor costs.* *NFHS Network will not paint cable or cable protection.*
Lifts	If School does *not* have a lift that we can use, NFHS Network will provide a scissor lift (up to 26 ft). *If installation requires a different lift that is more expensive (over $500), School must pay the difference in cost.* *If School requests floor protection, School must provide it.*
Cabling	NFHS Network will provide and install all cabling for the Pixellot System and Score Device. *If School wants to use a different/ specific type of cable, it must be approved by NFHS Network and must be provided by School.*
Miscellaneous	**NFHS Network will *NOT* perform the following:** • Roof penetrations • Run cable through plenum spaces • Install a backboard for the Computer cabinet • Install power outlets • Install internet jacks • Run cables from the Pixellot System to School's audio equipment (or any other equipment that is not part of the Pixellot System)

I agree that I have read and understand the information outlined above: _____

EXHIBIT D

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(NON-CONSTRUCTION CONTRACTS)

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Contractor Agreement for Services ("Agreement") between the Anaheim Union High School District ("District") and 2080 Media, Inc. d/b/a PlayOn! Sports ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

☐ Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

_____

☐ Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

- □ The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]
- □ Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

  _____

  _____

- □ Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

  _____

  _____

☐ Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

☐ Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence

until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date:	1/20/23
Contracting Party:	Anaheim Union High School District
Signature:	
Print Name:	Dr. Jaron Fried
Title:	Assistant Superintendent, Ed. Division

ATTACHMENT "A"

Contracting Party's Personnel

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

EXHIBIT P

Learning With Purpose

ANAHEIM UNION HIGH SCHOOL DISTRICT

College and Career Ready

Contract to Provide

Independent Educational Evaluation

Psycho-Educational

[redacted] and [redacted] parents and on behalf of [redacted], have requested that the Anaheim Union High School District fund an independent psycho-ed evaluation and has requested that the District contract with Dr. BJ Freeman. for the evaluation. The District has agreed to fund the evaluation pursuant to the Greater Anaheim SELPA IEE Policy and contract with Dr. BJ Freeman to complete the evaluation under the following terms and conditions:

1. The District agrees to fund a psycho-ed evaluation to be conducted by Dr. BJ Freeman at a total cost not to exceed Six Thousand Five Hundred Dollars ($6500).

2. In exchange for the total amount not to exceed $6500, Dr. Freeman agrees to the following:
   a. Perform psycho-educational evaluation.
   b. Create a written report.
   c. Attend an IEP meeting to review the evaluation and findings.

3. In addition to completing the foregoing, Dr. Freeman agrees to the following:

   a. Will consult and collaborate with District assessment personnel.

   b. Provide the District the written report at least five (5) business days prior to any IEP meeting scheduled to review the evaluation.

   c. The IEE shall be completed no later than 6 months (not counting time when the District is not in session during summer break), at which time the District's obligation to fund the IEE will end.

501 N. Crescent Way ▫ Post Office Box 3520 ▫ Anaheim ▫ California 92803▫3520

d. Provide the District a copy of all protocols used in the evaluation. The protocols shall be provided with the written report.

e. Will not use any subcontractor or other personnel to provide any portion of the work to be performed without first obtaining written approval by the District.

f. Will be acting as an independent contractor and will not be working directly for the District.

4. It is understood and agreed that any recommendation for services made following the assessment and agreed to by the IEP team will not be implemented by Dr. Freeman.

5. This Agreement requires approval by the Board of Trustees of Anaheim Union High School District. Once executed by all Parties, this Agreement will be placed on the agenda for the next regularly scheduled Board of Trustees meeting.

6. Payment contained herein is contingent upon Board approval and submission of an original itemized invoice detailing the work completed and/or expenses incurred. The District agrees to pay the invoice within 45 days of receipt of all of the following: (1) an itemized invoice, (2) the written evaluation including protocols, and (3) this fully executed Agreement.

7. Indemnification and Hold Harmless:

   a. To the fullest extent allowed by law, Dr. Freeman shall defend, indemnify and hold harmless the District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Dr. Freeman or her directors, officers, agents, employees, volunteers or guests arising from Dr. Freeman's duties and obligations described in this agreement or imposed by law.

   b. To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless Dr. Freeman and her directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers or guests arising from the District's duties and obligations described in this agreement or imposed by law.

8. Parties shall cooperate in executing any documents and/or completing any actions necessary to implement this Agreement.

9. The Parties acknowledge that this Agreement is confidential and will not be shared except as required by law. The Parties agree to disclosure and admissibility of this Agreement for implementation and/or enforcement.

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

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

The Parties hereto have approved this Agreement.

Dated: 12-20-22 By: _____
Dr. BJ Freeman

Anaheim Union High School District

Dated: 1/20/23 By: _____
[redacted]
Dr. Jaron Fried
Assistant Superintendent, Ed. Division

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 NORTH CRESCENT WAY - ANAHEIM, CA - 92801
(714) 999-3526 Fax: (714) 635-5903
SPECIAL YOUTH SERVICES

EXHIBIT Q

Contract to Provide

Independent Psycho-Educational Evaluation

[redacted] and [redacted], the educational rights holders of [redacted], requested that the Anaheim Union High School District fund an independent psycho-educational evaluation and has requested that the District contract with Dr. Helena Johnson for the evaluation. The District agrees to fund the evaluation provided by Dr. Helena Johnson, Autism Diagnostic and Intervention Connections, Inc., under the following conditions:

1. The District agrees to fund a psycho-educational evaluation to be conducted by Dr. Helena Johnson at a total cost not to exceed Seven Thousand Three Hundred Dollars ($7,300).

2. In exchange for the total amount not to exceed $7,300 , Dr. Johnson agrees to the following:

    a. Perform psycho-educational evaluation. The evaluation is due no later than 06/30/2023.
    b. Create a written report.
    c. Attend an IEP meeting to review the evaluation and findings.

3. In addition to completing the foregoing, Dr. Johnson agrees to the following:

    a. Will consult and collaborate with District assessment personnel.
    b. Provide the District the written report at least five (5) business days prior to any IEP meeting scheduled to review the evaluation.
    c. Will not use any subcontractor or other personnel to provide any portion of the work to be performed without first obtaining written approval by the District.
    d. Will be acting as an independent contractor and will not be working directly for the District.

4. It is understood and agreed that any recommendation for services made following the evaluation and agreed to by the IEP team will not be implemented by Dr. Johnson.

5. This Agreement requires approval by the Board of Trustees of Anaheim Union High School District. Once executed by all Parties, this Agreement will be placed on the agenda for the next regularly scheduled Board of Trustees meeting.

6. Payment contained herein is contingent upon Board approval and submission of an original itemized invoice detailing the work completed and/or expenses incurred. The District agrees to pay the invoice within 45 days of receipt of all of the following: (1) an itemized invoice, (2) the written evaluation including all scores and graphs, and (3) this fully executed Agreement.

7. Indemnification and Hold Harmless:

   a. To the fullest extent allowed by law, Dr. Johnson shall defend, indemnify and hold harmless the District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Dr. Johnson or her directors, officers, agents, employees, volunteers or guests arising from Dr. Johnson's duties and obligations described in this agreement or imposed by law.

   b. To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless Dr. Johnson and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers or guests arising from the District's duties and obligations described in this agreement or imposed by law.

8. Parties shall cooperate in executing any documents and/or completing any actions necessary to implement this Agreement.

9. The Parties acknowledge that this Agreement is confidential and will not be shared except as required by law. The Parties agree to disclosure and admissibility of this Agreement for implementation and/or enforcement.

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

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

The Parties hereto have approved this Agreement.

Dated: 12/20/22 By: _____

Helena Johnson, Ph.D.
Autism Diagnostic and Intervention
Connections, Inc.

Anaheim Union High School District

Dated: 1/20/23 By: _____

Dr. Jaron Fried
Assistant Superintendent, Ed. Division

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 NORTH CRESCENT WAY - ANAHEIM, CA - 92801
(714) 999-3526 Fax: (714) 635-5903
SPECIAL YOUTH SERVICES

EXHIBIT R

Contract to Provide

ERMHS Evaluation

[redacted], the educational rights holders of [redacted], requested that the Anaheim Union High School District fund an independent educationally related mental health services evaluation (ERMHS) and has requested that the District contract with Dr. Helena Johnson for the evaluation. The District agrees to fund the evaluation provided by Dr. Helena Johnson, Autism Diagnostic and Intervention Connections, Inc., under the following conditions:

1. The District agrees to fund an ERMHS evaluation to be conducted by Dr. Helena Johnson at a total cost not to exceed Three Thousand Dollars ($3,000).

2. In exchange for the total amount not to exceed $3,000, Dr. Johnson agrees to the following:

    a. Perform ERMHS evaluation. The evaluation is due no later than 06/30/2023.
    b. Create a written report.
    c. Attend an IEP meeting to review the evaluation and findings.

3. In addition to completing the foregoing, Dr. Johnson agrees to the following:

    a. Will consult and collaborate with District assessment personnel.
    b. Provide the District the written report at least five (5) business days prior to any IEP meeting scheduled to review the evaluation.
    c. Will not use any subcontractor or other personnel to provide any portion of the work to be performed without first obtaining written approval by the District.
    d. Will be acting as an independent contractor and will not be working directly for the District.

4. It is understood and agreed that any recommendation for services made following the evaluation and agreed to by the IEP team will not be implemented by Dr. Johnson.

5. This Agreement requires approval by the Board of Trustees of Anaheim Union High School District. Once executed by all Parties, this Agreement will be placed on the agenda for the next regularly scheduled Board of Trustees meeting.

6. Payment contained herein is contingent upon Board approval and submission of an original itemized invoice detailing the work completed and/or expenses incurred. The District agrees to pay the invoice within 45 days of receipt of all of the following: (1) an itemized invoice, (2) the written evaluation including all scores and graphs, and (3) this fully executed Agreement.

7. Indemnification and Hold Harmless:

   a. To the fullest extent allowed by law, Dr. Johnson shall defend, indemnify and hold harmless the District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Dr. Johnson or her directors, officers, agents, employees, volunteers or guests arising from Dr. Johnson's duties and obligations described in this agreement or imposed by law.

   b. To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless Dr. Johnson and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers or guests arising from the District's duties and obligations described in this agreement or imposed by law.

8. Parties shall cooperate in executing any documents and/or completing any actions necessary to implement this Agreement.

9. The Parties acknowledge that this Agreement is confidential and will not be shared except as required by law. The Parties agree to disclosure and admissibility of this Agreement for implementation and/or enforcement.

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

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

The Parties hereto have approved this Agreement.

Dated: 12/20/22 By: _____

Helena Johnson, Ph.D.
Autism Diagnostic and Intervention
Connections, Inc.

Anaheim Union High School District

Dated: 1/20/23 By: _____

Dr. Jaron Fried
Assistant Superintendent, Ed. Divsion

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 12th day of December, 2022, between the **Anaheim Union High School District** ("District") and Industrial Hearing and Pulmonary Management dba: **Western Health** ("Contractor") (each a party, collectively, "Parties").

WHEREAS, the 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 those persons are specially trained and experienced and competent to perform the special services required; and

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

WHEREAS, the Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the District outside the usual course of the District's business; and

WHEREAS, the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and language set forth Exhibit A, the terms of the body of the Agreement shall govern. Contractor will provide the Services to the District during the Term.

2. **Term**. The term for services pursuant to this Agreement is from January 9, 2023 through June 30, 2023.

3. **Submittal of Documents**. The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:

____ Signed Agreement
____ Insurance Certificate(s) and Endorsements (Section 10)
____ Criminal Background Investigation Certification(s) (Section 16)
____ W-9 Form

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Forty Thousand Dollars ($40,000) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers 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 Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

10.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

10.1.1 General Liability. One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.

10.1.2 Is this Contractor interacting with students? Yes ☒ No ☐ For interaction with students, 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, Contractor 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.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Contracts - (including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

The coverage described above is not required for contractors or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

10.2 Other Insurance Provisions. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the District and approved by the District. The Certificates and insurance policies shall include the following:

10.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

10.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

10.2.3 Waiver of Subrogation. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the District.

10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.

10.2.5 All policies shall be written on an occurrence form.

10.2.6 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.2.7 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. 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.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another 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.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☒ No ☐ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The 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 Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Jaron Fried
Copy: Amie Maya
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714)999-3527
Email: maya_a@auhsd.us

Contractor
Western Health
Attn: Alex Acosta
1846 Woodlawn St.
Upland, CA 91786
Phone: (909)982-0579
Email: alex@industrialhearing.net

Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

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

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

25. **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.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Anaheim Union High School District

Date:

By: _____

Print Name: Jaron Fried

Title: Asst. Superintendent, Ed. Division

Western Health (DBA of Industrial Hearing & Pulmonary Management)

Date: 12/30/2022

By: _____

Print Name: Alex Acosta

Title: Program Manager

EXHIBIT A

Provide a detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services:

Contractor shall:

1. Services to be provided by CONSULTANT

    A. CONSULTANT will render services described below:
    B. Provide hearing screening services to meet the state mandated requirements. CONSULTANT will commence work under this agreement starting at a mutually agreed upon start date during 2022-2023 school year, and will diligently prosecute the work thereafter. CONSULTANT acknowledges that THE DISTRICT has multiple school calendars and will provide said services within these calendars as spelled out within the contract period at the rate of one school site per scheduled day. Make-up/re-test screening and threshold testing will be performed if contracted by the THE DISTRICT, after the completion of the initial testing.
    C. CONSULTANT will perform said services as an independent contractor under the direction of THE DISTRICT in pursuit of his or her independent calling and not as an employee of THE DISTRICT; and he or she shall be under the control of THE DISTRICT as to the result to be accomplished.
    D. Reports by the CONSULTANT shall only contain the results of the vision and hearing testing performed. The results will only be released to authorized personnel of THE DISTRICT.
    E. The CONSULTANT will indemnify and hold harmless THE DISTRICT and its agents, from any liability incurred, by reason of injury, death, or property damage sustained in connection with or caused by actions of the CONSULTANT in the performance of this contract.
    F. Staff members of CONSULTANT have been fingerprinted and processed through the Department of Justice

NOTE- ***The testing services that are offered are for the general population of students who can be mass screened. Students who are in SDC, or others who will require additional testing time, or special test methods, should not be considered as part of our standard mass screening population.***

2. Services to be provided by THE DISTRICT

A. THE DISTRICT will prepare and furnish to CONSULTANT upon his or her request such information as is reasonably necessary in the performance of CONSULTANT'S work under this agreement.

B. THE DISTRICT, or school site staff, will assist if needed in the coordination of staff members, and/or parent volunteers for each test site. **THE DISTRICT shall be responsible for the supervision and conduct of the students during the testing sessions. It is THE DISTRICT'S responsibility to get the students to and from their class at each of the school sites.** THE DISTRICT shall assign a Health Supervisor as the authorized agent to be the main contact between the CONSULTANT and THE DISTRICT.

B. A 60 day written notice must be given in the event of cancellation of this contract. In the event of cancellation, THE DISTRICT shall give the CONSULTANT proper consideration at an amount of 10% of total revenues expected. A minimum of one day notice is requested if rescheduling is needed. If testing is canceled or halted by THE DISTRICT or it's agents after testing has begun for the day, THE DISTRICT will reimburse the CONSULTANT for mileage, fuel, and salaries incurred for the testing of that day.

C. THE DISTRICT shall issue any necessary purchase orders a minimum of 30 days prior to the beginning of testing. THE DISTRICT will be billed at the completion of the testing cycle for small districts, or at the end of the month for large districts, on work completed, and the terms of payment will be net 30 days. A 1 and 1/2% per month interest will be applied to balances not paid after 30 days.

D. THE DISTRICT shall be responsible for reporting failures and recommendations to parents, as well as reporting any figures, reports, or Intent to Contract paperwork with applicable agencies.

3. CONSULTANT'S Fee and Payment Thereof

A. THE DISTRICT will pay the CONSULTANT for services rendered as listed below. As services are rendered, they are to be billed on a on a monthly basis.

1. Session 1 – First round hearing screening of all schools in THE DISTRICT.
2. Session 2 – Hearing make-up/re-testing and threshold testing of failed hearing screening students at all schools.

B. For services rendered above (3a), THE DISTRICT will pay the CONSULTANT fees as follows:

TEST POPULATIONS OF 200 OR MORE

1. Mobile Screening -- Unit Hearing Screening
   1 Audiometrist, 1 Assistant
   8-10 seat Audiometric Screening Booth, up to, 500 students Per Day

   $1,750.00 per day _____

C. THE DISTRICT will pay no amount of travel or other expenses of CONSULTANT under this agreement.

D. Payments should be sent to the following address:

Western Health
1846 Woodlawn
Upland, CA. 91786

Our tax I.D. is as follows: 33-0913346
And it is under our registered corporate name of
Industrial Hearing and Pulmonary Management
1846 Woodlawn
Upland, CA. 91786

4. Duration of Agreement

A. The term of this agreement shall be from January 9th, 2023 through June 30th, 2023

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

CERTIFICATION BY CONTRACTOR

To the Board of Trustees of the Anaheim Union High School District:

I, _____, am the _____ of _____,
Name of Individual Title Name of Contractor

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

_____	_____
_____	_____
_____	_____
_____	_____

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at _____, California on _____.
Date

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Contractor

_____
Address

_____
Telephone Number

MEMORANDUM OF UNDERSTANDING

UCI School of Education

Academic Cooperation and Exchange
between
UCI School of Education
Anaheim Union High School District

The faculty of the UCI School of Education and the Superintendent of Anaheim Union High School District (AUHSD) hereby agree to encourage and promote academic cooperation and exchange between their respective organizations under the National Science Foundation (NSF) funded project, titled as *Expanding Latinxs' Opportunities to Develop Complex Thinking in Secondary Science Classrooms through a Research-Practice Partnership* (PI: Hosun Kang).

In partnership with the AUHSD, Dr. Kang and her research team in the UCI School of Education will develop a "research-practice partnership" that will serve as a model for Orange County and the broader transformation of public education. The research-practice partnership will strive to promote exemplary educational programming through ongoing design, study, innovation, iteration, and dissemination. This partnership aims to advance both theory and usable knowledge that will promote innovative solutions to common problems of practice facing U.S. K-12 science education today and support broader systemic reform.

1) Dr. Kang and her research team will provide a year-long, on-site professional development (PD) for selected teachers at AUHSD. The PD activities will focus on developing and implementing NGSS-aligned, culturally relevant, equity/justice-centered science units that promote civic engagement.

2) Dr. Kang and her research team will study the learning of teachers through intentionally designed professional development activities. The team will also study the learning of Latinx, multilingual students mediated by the co-designed curriculum and assessments in the participating teachers' classrooms. The research findings will be used iteratively for the innovation and improvement of science education at AUHSD.

3) AUHSD will support the recruitment of the participating teachers and their participation in the educational and research activities.

4) Dr. Kang's research team will provide stipends for the participating teachers. In addition, Dr. Kang's research team will be responsible for covering all the costs associated with educational and research activities. AUHSD will be responsible for finding and compensating the substitute teachers to support the teachers' participation in the professional development activities.

1) AUHSD will facilitate the distribution of teacher and student informed-consent documents for research that has been approved by the UCI human subject review board to ensure protecting the privacy rights of teachers and students.

2) AUHSD will facilitate the sharing of administrative data with Dr. Kang's research team at UCI, including student demographics, grades, and standardized test scores, that have been approved by the UCI human subject review board to ensure protecting the privacy rights of individual students.

3) Modification and/or amendments to this Agreement can be executed by mutual consent.

4) Should either entity wish to terminate this Agreement, written notice should be given three (3) months in advance of the desired termination date.

5) This Agreement will enter into effect from July 1, 2022, through June 30, 2024.

6) Each party shall designate a person to serve as liaison for implementing this Agreement. For the UCI School of Education, this person will be Hosun Kang. For the Anaheim Union High School District, this person will be Jessica Yett.

IN WITNESS THEREOF, the parties hereto hereby execute this Agreement.

_____

Dr. Jaron Fried
Asst. Superintendent, Anaheim Union High School District

HOSUN KANG
_____

Hosun Kang
Associate Professor, UCI School of Education

12/20/22
_____

Date

Learning With Purpose

ANAHEIM UNION HIGH SCHOOL DISTRICT

College and Career Ready

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT

September 19, 2022

Anaheim Union High School District (AUHSD) agrees to collaborate with Dr. Hosun Kang on the National Science Foundation (NSF) funded project, "***Expanding Latinxs' Opportunities to Learn in Secondary Science Classrooms through a Research-Practice Partnership***" during 2022-2024 academic years. This project explores ways to reduce youths' opportunity gaps in learning science in secondary science classrooms by co-designing and implementing equity and justice-centered science curriculum through a democratic collaboration between researchers and educators. The project's goals and activities are well aligned with AUHSD's vision, *Create a Better World through Unlimited You*, and its mission of graduating socially aware, civic-minded students who are life ready by cultivating the soft and hard skills.

We understand that the project involves supporting teachers to co-design and enact innovative curriculum through year-long professional development activities. We also understand that the UCI research team will collect and analyze data at AUHSD to study and continuously improve this work. As a district partner, we are excited to collaborate with Dr. Kang and her research team at UCI towards the shared vision.

If you have any questions, please contact 714-999-3557.

Sincerely,

Dr. Jaron Fried

Assistant Superintendent, Educational Services

Anaheim Union High School District

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:

19th	day of	January	2023

by and between

Jermie Arnold

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

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

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

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Dr. Jermie Arnold, Director of Bands at the Bob Cole Conservatory of Music at California State University Long Beach, will rehearse and conduct high school students participating in the Anaheim Union High School District (AUHSD) High School Honor Band. Duties include:

- Select literature in conjunction with the Honor Band Manager.
- Prepare and rehearse the AUHSD High School Honor Band during rehearsals at Kennedy High School.
- Conduct the AUHSD High School Honor Band in concert on February 3, 2023, at the AUHSD Performing Arts Center at Kennedy High School.

Site/School:	District VAPA Department	Funds (Cost Center):	LCFF (0009)

2. List of Other Supportive Staff or Consultants:

No other support staff is required.

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

Date:	January 24, 2023

and shall diligently perform as specified and complete performance by:

Date:	February 3, 2023

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:

No other information from the District is needed.

5. District shall pay Consultant the maximum amount of

$1250

for services rendered

to # of people:	100 students	# hours per day:	3	# of days:	3

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 guest conductor will provide students who participate in the AUHSD High School Honor Band, the experience of being rehearsed and conducted by a professional orchestra and wind band director. Students will learn about the performance expectations for professional musicians, and they will experience music making on an exceptional level as they are taught by the Consultant.

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

The Consultant is a distinguished educator and professional conductor whose interpretation and dynamic attention to musical detail offer audiences a truly exciting listening experience. He is a recognized authority on wind band literature and has established an international reputation with performances and conducting engagements.

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

No technical support is 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:**
Typed Name of consultant **(same as page 1)**:	
Jermie Arnold	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Jermie Arnold	Dr. Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
Jermie Arnold	
Street Address:	Street Address:
5202 E. Harco St.	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Long Beach, CA 90808	**Anaheim, CA 92803-3520**
Date:	Date:
January 19, 2023	January 19, 2023

Mark Appropriately:

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

Social Security Number*	or	Federal Identification Number*

*Or, initial below:

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

Telephone Number:	E-mail Address:
801-722-8279	jermie.arnold@csulb.edu

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:

Signature		Dr. Fried	Date	12/20/22

EXHIBIT NOT AVAILABLE AT TIME OF PRINT

EXHIBIT NOT AVAILABLE AT TIME OF PRINT

Anaheim Union High School District (AUHSD)

Initial Proposal to the

California School Employees Association

Chapter 74

For Negotiations of the 2022-23 Collective Bargaining Agreement

January 19, 2023

AUHSD will open negotiations with CSEA subsequent to a public hearing before the Board of Trustees.

AUHSD intends to open the following articles in the collective bargaining agreement.

Article 2 - Health and Welfare

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

Article 11 – Wages and Items Related to Wages

AUHSD reserves the right to present a proposal for salary increase for the 2022-2023 school year.

EXHIBIT Y

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And Its
ANAHEIM HIGH CHAPTER 74

2022-2023

INITIAL CONTRACT REOPENER PROPOSAL

January 19, 2023

January 19, 2023

The California School Employees Association and its Anaheim High Chapter 74 (CSEA), in accordance with "Article 18 – Duration and Reopeners" of our current bargaining agreement, notifies the Anaheim Union High School District (District) of CSEA's intent to reopen, modify and/or amend the contract. CSEA desires to alter or amend the following articles as indicated and presents our proposals for public discussion in accordance with Government Code §3547:

Article 2 – Health and Welfare

Interest in maintaining current benefits and without an increase to unit member out-of-pocket costs

Article 5 – Working Hours

Interest in including language regarding the distribution of Additional Hours and/or Assignments

Article 11 – Wages and Items Related to Wages

Interest in achieving a fair and equitable wage increase

Update titles, dates, terminology, references, errors and/or omissions as determined through the negotiation process. Remainder of current collective bargaining agreement to remain in force, unless agreement to change or modify as determined through the negotiation process.

CSEA reserves the right to add, delete, or modify these proposals as determined through the negotiation process.

Anaheim Union High School District (AUHSD)

Initial Proposal to the

Mid-Managers Association (MMA)

For Negotiations of the 2022-23 Collective Bargaining Agreement

January 19, 2023

AUHSD will open negotiations with MMA subsequent to public hearing before the Board of Trustees.

AUHSD intends to open the following articles in the collective bargaining agreement.

Article 5 – Compensation and Allowances

AUHSD reserves the right to present a proposal for salary increase for the 2022-2023 school year.

Article 6 - Health and Welfare

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



Mid-Managers Association (MMA)

Initial Proposal to the

Anaheim Union High School District

For Negotiations of the 2021-24 Collective Bargaining Agreement

January 19, 2023

The Mid-Managers Association (MMA) will open negotiations with the Anaheim Union High School District subsequent to a public hearing before the Board of Trustees.

The Mid-Managers association (MMA) intends to open the following articles in the collective bargaining agreement.

Article 5 – Compensation and Allowances

MMA reserves the right to present a proposal for a salary increase for the 2022-2023 and 2023-2024 school years.

Article 6 - Health and Welfare

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

Tentative Agreement
between
AFSCME Local 3112 and the Anaheim Union High School District
December 21, 2022

The bargaining teams for AFSCME Local 3112 and the Anaheim Union High School District have reached tentative agreement with respect to negotiations for the 2022-2023 fiscal year. This tentative agreement is subject to ratification by the membership of Local 3112 and the District's Board of Trustees.

The bargaining teams have met and negotiated in good faith and the bargaining teams recommend ratification of the Tentative Agreement by the Local's membership and the Board of Trustees.

All amendments shall become effective upon ratification, unless another date is specifically stated in the Tentative Agreement.

ARTICLE 2: HEALTH AND WELFARE

The parties previously signed an MOU date November 1, 2022, concluding negotiations regarding Article 2, Health and Welfare. The November 1, 2022, Memorandum of Understanding shall update and replace Attachment H to the successor Agreement.

ARTICLE 11: WAGES

11.1 Salary

Effective July 1, 2022 the 2022-2023 base salary schedule shall be increased by 8.0 percent for fiscal year 2022-2023. In addition, a three-hundred dollar increase shall be applied to the flat dollar amount of the thirty-year longevity step.

ARTICLE 22: REOPENER

It is understood that during year 2023-24, the subjects of Article 2: Health and Welfare, and Article 11: Wages and Items Related to Wages, shall be open for negotiations. AFSCME and the District shall each have the option of opening one (1) other article of their own choice during year 2023-24.

ARTICLE 23: DURATION

This Agreement concludes negotiations for 2022-23.

Anaheim Union High School District

By:

Brad Jackson

Assistant Superintendent,

Human Resources

American Federation of State, County and Municipal Employees AFL-CIO, Local 3112 (Council 36)

By:

Adrian Prieto

AFSCME President

LOCAL 3112 (COUNCIL 36)

EXHIBIT CC

AGREEMENT BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND

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

For the Period

July 1, 2021

to

June 30, 2024

Board Approved: 9/13/2022

Reopener Agreement for 2022-23
Board Approved: Pending

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ATTACHMENTS

A 2022-2023 Salary Schedule

B MOU: Bilingual Classification Pay (July 18, 2012)

Intentionally left blank (replaced by Appendix H)

D MOU: Transportation work assignments when Equalization is contractually not in effect (January 21, 2011)

Intentionally left blank per MOU dated October 2, 2019

F MOU: Bus Driver Work Year

G MOU: Health and Welfare Plan Changes for 2017 Plan Year

H MOU: Health and Welfare Program Change for 2023 (November 1, 2022)

I MOU: Filling Benefited Vacancies for Food Service I Positions

J MOU: Range Adjustments (September 6, 2018)

K MOU: GPS/Zonar tracking devices and/or Videotape Cameras (June 6, 2017)

L MOU: Bus Driver Guaranteed Hours Pilot Program, Pilot Regarding Equalization of Hours

AGREEMENT

This Agreement is made and entered into this1st day of July 2021, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California, 92803-3520, hereinafter referred to as the "District" or "Board" and the American Federation of State, County and Municipal Employees, Local 3112 (Council 36), whose address is 2111 W. Crescent Ave., Suite A, Anaheim, CA 92801, hereinafter referred to as the "Union" or "AFSCME".

ARTICLE 1: RECOGNITION

The Board recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112, (AFSCME Council 36) as the sole and exclusive representative of blue collared classified as described below:

INCLUDED

Athletic Facilities Technician
Athletic Facilities Worker I
Athletic Facilities Worker II (Female)
Athletic Facilities Worker II (Male)
Auditorium Operations Assistant
Auditorium Operations Technician
Bus Driver
Custodian
Custodian-Athletic Facilities
Driver Instructor
Electronics Technician
Equipment Operator
Equipment Repair Mechanic
Food Service Assistant I
Food Service Assistant II
Food Service Assistant III
Food Service Assistant III-Bilingual
Food Service Assistant IV-Food Preparation
Food Service Equipment Technician
Graphic Arts Technician
Graphic Production Specialist
Grounds Maintenance Worker
Heavy Equipment Operator
HVAC/EMCS Technician
Instrument Repair Technician
Inventory Control Specialist
Irrigation Systems Technician
Maintenance Carpenter
Maintenance Electrician
Maintenance Floor/Plaster Worker
Maintenance Glazier
Maintenance Locksmith
Maintenance Painter
Maintenance Plumber
Maintenance Service Worker
Maintenance Welder/Fabricator
Mechanic
Network Technician
Nutrition Services Production Assistant

Nutrition Services Sous Chef
Offset Press Operator
Pool Maintenance Technician
Senior Custodian
Senior Equipment Operator
Senior Warehouse Worker-Central Warehouse
Senior Warehouse Worker-Nutrition Services
Shop Equipment Repair Technician
Technology Service Technician
Technology Services Assistant
Transportation Dispatcher
Transportation Operations Specialist
Warehouse Worker-Central Warehouse
Warehouse Worker-Nutrition Services

EXCLUDED

Food Service Manager I; Food Service Manager II; Food Service Supervisor; Maintenance Lead; Project Manager; Site Custodial Supervisor I; Site Custodial Supervisor II; all substitutes; all classified directors; all management supervisory and all confidential employees as defined by PERB.

The Union, in turn, recognizes the Board as a duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act.

1.1 It is agreed by the parties that both AFSCME and the Anaheim Union High School District have negotiated the principle of “seniority” into this collective bargaining agreement wherever it is possible to do so. All applications of seniority are specifically noted within this agreement.

1.2 It is agreed by the parties that effective on the date of the signing of this reopener, all skilled maintenance work performed on the weekend shall be performed by skilled craft-workers covered by this collective bargaining agreement, not by maintenance lead workers nor any other management or supervisory employees of the District. This clause shall be applied with equal force to ensure that semi-skilled and un-skilled maintenance work will not be performed by management or supervisory employees on the weekends.

ARTICLE 2: HEALTH AND WELFARE

2.1 Primary Benefits

The District shall contribute towards the cost of medical, dental, life, vision care, disability, and accidental death /dismemberment insurance benefits for active employees who are within the unit as indicated below:

2.1.1 Medical Insurance

PPO: Self-insured major medical with $275 deductible per person, maximum of $1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including prescription coverage, in the amount not to exceed the super composite rate established for 2017 of $1,348 per month or $16,179 per year per enrolled unit member.

HMO: HMO insurance for unit members and eligible dependents utilizing Anthem Blue Cross, in the amount not to exceed the super composite rate established for 2017 of $1234 per month or $14,814 per year per enrolled unit member. On or as of December 31, 2017, Anthem Blue Cross Fully Funded HMO Plan will be discontinued as a medical insurance offering to active employees.

2017 Blended Super Composite Rate and Maximum District Contribution: The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. Beginning with the 2017 calendar year, the District's contribution to the blended super composite rate shall not exceed $15,475.

Example: 1,238 employees are in the HMO. (46%) 1,433 employees are in the PPO. (54%) 46% of $11,808 = $5432. 54% of $14,364 = $7,757. $5432 + $7757 = $13,189 is 2013 blended super composite rate.

EPO: Beginning January 1, 2018, a District Self-Funded EPO (Exclusive Provider Organization) medical insurance plan will be provide as an offering to active employees in place of the discontinued Anthem Blue Cross Fully Funded HMO Plan.

For the 2018 calendar year, the District Self-Funded EPO will utilize the Blue Cross Prudent Buyer PPO Network, and the EPO Plan as well as all co-pays and out-of-pocket maximums shall remain the same as the former Anthem Blue Cross HMO that was in effect as of January 1, 2017, with the exception of the Plan 9 6 administrator, Prescriptions drug and the Mental Health carriers. Plan Administration Services will be provided by BRMS, psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by the Holman Group, and prescription services will be provided through Express Script, Inc.

Blended Super Composite Rate and Maximum District Contribution: The 2018 maximum District contribution to the blended super composite rate is $15,759. For calendar year 2018, the blended super-composite rate is $16,078. The maximum District contribution to the blended super composite rate will be $16,078. There will be no employee contribution for calendar year 2019.

2.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

2.1.3 Dental Insurance

Dental insurance for employee and eligible dependents (no deductible) $1,500/$1,700 yearly maximum per person including 70 percent coverage for major dental procedures or Delta Care PMI dental insurance.

2.1.4 Vision Care Insurance

Vision health services with special contact lens provisions for employees and eligible dependents.

2.1.5 Alcohol, Drug Abuse and Psychological Care

Alcohol, drug abuse and psychological care for employees and eligible dependents.

2.1.6 Hearing aids and hearing examination for employees only as required by a physician.

2.1.7 Short-term income protection plan, sixty-six and two-thirds (66 2/3) percent benefit, with a maximum monthly benefit of $5,000.00 per month, and a minimum amount of not less than $25.00 per month up to two years with a sixty (60) day waiting period with American Fidelity Assurance as Administrator and Plan Provider.

2.2 Surviving Dependent Coverage

In the event an employee expires while in a paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee’s death.

2.3 Right to Contact

AFSCME shall have the right to contact the health and welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such

request and a copy of any answer received from the contract administrator shall be sent to the District.

2.4 Self-Insurance Plan

The District will maintain a self-insurance plan. The contract administrator will be selected by the District after consultation with the District Insurance Committee.

2.5 COBRA

All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

2.6 Health and Welfare Parity

If an agreement is reached with any other collective bargaining group on Health and Welfare that contains a greater benefit than the current plan or higher maximum District contribution, the District or AFSCME may request, and the other party will agree, to re-open negotiations on Health and Welfare for 2019.

2.7 Insurance Committee

AFSCME may name three (3) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

AFSCME and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification.

If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and EPO from current year and the average of the super composite rates for the new year.

The District and AFSCME agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

2.8 Retiree Benefits

2.8.1 All employees ages 60-65 who are regular classified personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service and who are not otherwise covered by any similar programs provided through social security or other classified retirement

plans shall be provided with major medical, including prescription coverage, and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

Classified employees who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of the premium will be based on the regular employee rate established each year by the District's Plan Administrator and the EPO provider.

To remain eligible for the District paid major medical and dental benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

2.8.2 After meeting the requirements of 2.8.1 employees hired prior to March 1, 1980 who retire prior to the age of 60, the Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the Major Medical and Dental portion of the fringe benefit compensation package to all regular classified employees.

2.8.3 Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance, to the Business Office the difference between the current year costs and the 1979-80 costs. Current differential: $58. for PPO medical, $46.30 for EPO/HMO medical, and $10.40 for dental coverage for employees only.

2.8.4 On the 1st day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare whichever occurs first, retiree coverage shall terminate. At this time the retiree is eligible to purchase a Medicare supplement from the District if the retiree is eligible for Medicare.

2.8.5 Members retiring after 1979 shall receive Major Medical and Dental fringe benefits no greater than those offered current, active bargaining classified employees.

2.8.6 Eligible retirees age 65 and older will be provided, at their cost, a medical plan with prescription coverage comparable to the terms in Article 2.1.

2.9 **Eligibility**

All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 2.1 and 2.6 of this Article. 12 9 Employees on unpaid leave of absence who wish to participate in the program may do so by depositing their premium costs with the District Business Office.

2.10 IRS Section 125 – Flexible Benefit Plan

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be American Fidelity Assurance Company, mutually agreed upon by AFSCME and the District. Participation by bargaining unit members in the plan shall be voluntary.

2.11 Employee Assistance Programs

Employees may take non-work time to avail themselves of any Employee Assistance Program which is made available through AFSCME or other appropriate sources. AFSCME shall be allowed to post flyers on all bulletin boards regarding such employee assistance programs. Employee participation in such Employee Assistance Program shall be completely confidential. Work time absences for participation in Employee Assistance Programs shall be covered by Article 13.10.

ARTICLE 3: ORGANIZATIONAL SECURITY

3.1 Dues Deduction

Union dues and fees shall be a set amount, or percentage of wages, as designated by the union from time to time. The District agrees the right to payroll deduction for payment of organizational dues shall be accorded to the Union. Union members who currently have authorization cards on file for the above purposes need not be resolicited. Union dues and fees shall be one percent (1%) of the employee's base gross wages. The District agrees to recalculate wages two times a year until there is the ability to recalculate monthly.

Provided the District receives at least 25 requests, payroll deduction for voluntary political contributions through AFSCMEs "PEOPLE" Program, or other similar programs, shall also be provided by the District to AFSCME.

3.1.1 Non-benefited food service positions will come under this provision through attrition.

3.1.2 Non-benefited food service employees who are not currently AFSCME members will have until July 1, 2000 to complete an exclusionary form. Failing to complete an exclusionary form by that date will result in AFSCME membership.

3.2 All permanent classified employees shall sign in ink and deliver to the Union Business Office and the District Payroll Office an official District payroll deduction authorization for Union membership dues. Pursuant to such authorization, the District shall deduct monthly dues from the regular salary check of the employee.

3.3 Said deduction, together with a written statement of names and amounts deducted, as well as the "People" deductions, shall be forwarded within thirty (30) calendar days to the Union headquarters. Changes in the amounts of dues to be deducted shall be requested in writing by the Union. The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing fifteen (15) calendar days after such submission. The District will implement the changes as soon as practicable.

3.4 All employees who sign voluntary dues deduction authorization cards, shall have such authorization cards remain in effect until each annual period from March 1 to March 31 of each year of this Agreement.

3.5 The right of payroll deduction for payment of organizational dues shall be accorded by the Board to AFSCME, and shall not be accorded to any other organization whose employees are part of the bargaining unit represented by AFSCME.

3.6 Any employee represented by AFSCME, Local 3112, who feels s/he cannot continue to pay his/her Union dues, fees and general assessments due to a financial hardship, may petition in writing to the Executive Board of AFSCME, Local 3112, a request for review of his/her personal circumstances to allow the employee to withdraw from the Union. This review shall be done on an individual/ confidential basis; the decision shall be left solely to the Executive Board of AFSCME, Local 3112.

3.7 **Hold Harmless**

3.7.1 The Union agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or the implementation. In addition, AFSCME understands and agrees that Article 3.8, hold harmless, shall pertain to AFSCME holding the District harmless to any and all claims, challenges, and litigation that might arise regarding or related to Article 3.

3.7.2 The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 3.7.1 above shall or shall not be compromised, resisted, defended, tried, or appealed.

3.8 The District and Union recognize that an employee may at any given time, be employed both by Anaheim Union High School District and by Anaheim City School District. In the situation where a work-related problem in this District may require the involvement of the Anaheim City School District, this District will make every effort to insure that the Anaheim City School District recognizes the Union as representative of the employee and to urge the Anaheim City

School District to cooperate with the Union and to otherwise allow it to fully represent the employee.

ARTICLE 4: GRIEVANCE PROCEDURES

Definition: A grievance is a claim by a unit member that there has been a misinterpretation, misapplication, or violation of a specific provision of this agreement.

4.1 Rights of the Union

4.1.1 Individual Rights - This grievance procedure is not intended to deny the right of an individual to seek a satisfactory resolution to his/her problem by him/herself.

4.1.2 If a unit member is not represented by the Union or its representative, the District shall notify the Union whenever a grievance has been filed, and prior to an adjustment of the grievance shall notify the Union of the proposed adjustment and shall provide the Union with the opportunity to respond to the proposed adjustment.

4.2 General Provisions

4.2.1 The grievant may have a representative, who is an employee of the District, at the informal level. Said representative and the grievant shall obtain permission of his/her immediate supervisor and shall report back to the supervisor when the informal grievance meeting has been concluded. In addition, the grievant shall have the right to be represented by the Union at Steps 1, 2, 3, and Arbitration.

4.2.2 Grievances which proceed beyond the informal step shall be in writing on a form already approved by the parties and shall be a statement of the grievance including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, and decision rendered at the informal conference and the remedy sought. If a mistake as to the specific article and section is made at the first written level of the grievance steps, the grievance may proceed to Step III with corrections made, provided however, that new allegations are not introduced.

4.2.3 At each step of the formal grievance procedure, unless the parties have mutually agreed to alternate wording, the ultimate disposition shall be rendered by one of the following statements:

4.2.3.1 Grievance sustained.

4.2.3.2 Grievance denied.

4.2.3.3 Grievance sustained in part.

4.2.4 During the conduct of grievance meetings, only the following participants shall be permitted:

4.2.4.1 The grievant(s).

4.2.4.2 The grievant's representative (maximum of two (2)).

4.2.4.3 The respondent.

4.2.4.4 The respondent's representative (maximum of two (2)).

4.2.4.5 Any witness deemed necessary by either party.

At the request of either party, all witnesses for both parties shall be sequestered.

4.2.5 **Failure to Meet Time Limits**

If a grievance is not processed by the grievant and the Union in accordance with the time limits set forth in this Article, it shall be considered withdrawn by the Union. If the District fails to respond to the grievance within the time limits at each step of the grievance, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Step 1 as a result of the summer recess, winter break or spring break.

4.2.6 The grievant and grievance representative shall be entitled to be present and to participate in all grievance meetings and discussion.

4.2.7 Unit members, not to exceed a maximum of the grievant and two (2) witnesses, shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.

4.2.8 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

4.2.9 For purposes of computing the time limits set forth in this Article, a "day" is any day in which the central administrative office is open for business.

4.2.10 The original written remedy sought by the grievant may be modified at any subsequent level, on mutual agreement by both parties.

4.3 Grievance Procedures

4.3.1 Step 1: When a unit member has a grievance, the grievance may be brought to the attention of the appropriate administrative representative in an attempt to resolve the problem through discussion.

4.3.2 Step 2: The grievant or the grievant's representative shall present the grievance in writing to the appropriate administrative representative of the Board. Such grievances must be presented within twenty (20) days of the date of the occurrence which led to the grievance, or within twenty (20) days of the date the grievant could reasonably be expected to have knowledge of the occurrence, whichever is later. Within ten (10) days after filing of the grievance, a meeting shall be held with the grievant and the grievant's representative. The respondent shall render the Step 2 disposition within ten (10) days after the Step 2 meeting.

4.3.3 Step 3: In the event the grievant is not satisfied with the decision of Step 2, the grievant may appeal the decision in writing to the Superintendent or his/her designee and request a formal hearing. Such appeal must be made within ten (10) days of the termination of Step 2. The appeal shall include a copy of the original grievance, the decision rendered at Step 2, and a clear, concise statement of the reasons for the appeal.

In lieu of a formal hearing, the grievant may request that an informal conference be held with the Superintendent or designee in an attempt to resolve the problem through discussion.

Step 3 hearings or conferences shall be held within ten (10) days of the receipt of the appeal from Step 2. The Superintendent or designee shall communicate a decision within five (5) days after the date of the Step 3 hearing or conference and such a decision will terminate Step 3.

4.3.4 Arbitration

4.3.4.1 Submission to Arbitration

If the Union is not satisfied with the decision at Step 3, the grievance may be submitted, by the Union, to arbitration, provided that notification of the submission to arbitration is given to the Superintendent within fifteen (15) days of the Union's receipt of the Step 3 decision.

4.3.4.2 Selection of Arbitrator

The Union and the District shall agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the American Arbitration Association to administer the selection of the arbitrator in accordance with its rules governing labor disputes. and submit to the Union and the District the names of seven (7) arbitrators, all of whom are located in Southern California, and who are members of the National Academy of Arbitrators. Each party shall alternatively strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

4.3.4.3 Hearing: Arbitrator's Decision

The arbitrator selected in accordance with paragraph 4.3.4.2 above shall conduct a hearing promptly, and in accordance with the American Arbitration Association rules governing labor disputes. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than thirty (30) calendar days from the date of the hearing or thirty (30) calendar days from the deadline for filing post-hearing briefs, whichever occurs later.

4.3.4.4 Fees and Expenses

The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including witness fees, conferees, etc., shall be borne by the party incurring them, except that the grievant, the grievance representative, and a reasonable number of necessary witnesses shall be released from their assignments without loss in compensation or cost to the Union.

4.3.4.5 Statement of Issues

The arbitrator shall be limited to deciding the issue(s) submitted to him/her. If the parties cannot agree upon a statement of the issues, the arbitrator shall determine the issue(s). In cases of procedural disputes regarding arbitrability, the parties agree that such questions of procedural arbitrability shall be decided by the arbitrator.

4.3.4.6 Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a misapplication, misinterpretation or violation of the Agreement, in the respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon evidence and arguments presented by the respec-

tive parties in the presence of each other, and upon arguments presented in briefs. This Agreement constitutes a collective bargaining agreement between the parties which shall be interpreted and applied to the parties by the arbitrator in the same manner as any other collective bargaining agreement under the laws of the State of California.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, a modification (whether by addition or detraction) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award on grievances occurring while this Agreement is in effect.

The arbitrator may hear and determine only one (1) grievance at a time unless the parties expressly agree otherwise. Both parties will in good faith endeavor to handle cases which involve the same or similar facts and issues in an expeditious and convenient manner.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the twenty (20) day period specified in Step 1 of the grievance procedure.

4.3.4.7 Rules of Procedure

Upon agreement of the parties, the arbitration may proceed under Expedited Labor Arbitration rules of the American Arbitration Association and notice of such agreement shall accompany any request for a list of arbitrators.

The decision of the arbitrator, within the limits herein prescribed, shall be binding on the Union, the District and the grievant.

4.4 No Reprisals

No reprisals of any kind will be taken against any participant in the grievance procedure by reason of such participation.

ARTICLE 5: WORKING HOURS

5.1 Workday

The full time employee's regular workday shall consist of eight (8) hours of work. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedure as stated in the contract Article 18. Upon request, the District shall meet and confer with AFSCME regarding the effects of the reduction in work hours. Specifically excluded from this requirement shall be the decision itself and any of the procedural or substantive requirements set forth in the Education and Government Codes.

5.1.1 Working Hours

The District shall have the right to adjust the employee's assigned work hours if there is a need to change the regular work schedule or the summer schedule. Written notice of the shift change of a regular work schedule shall be provided to the employee (15) workdays prior to the effective date of the change, except for adjustments to summer schedules. A shorter notice period may be mutually agreed to between the employee and their immediate supervisor.

5.2 Workweek

The employee's regular workweek shall consist of five (5) consecutive days from Monday through Friday, inclusive. It is recognized, however, that the actual workweek is a seven (7) day period, Monday through Sunday, inclusive, and that the Board may, for valid operational reasons only, assign employees to consecutive workdays other than Monday through Friday within this seven (7) day period. The District will meet and consult with the AFSCME before making any permanent decisions.

5.3 Work Year

No employee's work year shall be reduced at the request of the employee except with AFSCME's agreement. Any involuntary reduction in work year shall be accomplished in accordance with the District layoff procedure as stated in the contract Article 18. Upon request the District shall meet and confer with AFSCME regarding the effects of the reduction in work year. Specifically excluded from this requirement shall be the decision itself and any of the procedural or substantive requirements set forth in the Education and Government Codes.

Warehouse Worker-Nutrition Services shall bid and receive routes based on seniority. Also, at the same time drivers, in order of seniority, will select a truck that has been designated as appropriate to the type and size of the route.

In the classification of Maintenance Service Worker, the work assignment of the filter crew will be assigned to the two least senior employees in this classification.

Eleven and one-half month employees shall receive no less than half of the days of pay in their half month when it occurs within a fixed, calendar month, and no less than twelve (12) days of pay for their half month when their half month is scheduled by the District at different times throughout the calendar year.

5.4 Lunch Periods

Each employee who works five (5) hours or more shall be granted an unpaid duty-free lunch period of at least one-half (1/2)hour, which shall be scheduled by the immediate supervisor at or about the midpoint of each shift or as mutually agreed upon.

5.5 Rest Periods

Each employee who works more than three (3) but less than eight (8) hours per day shall be provided one (1) fifteen (15) minute rest period per day. Eight (8) hour per day employees shall be provided two (2) fifteen (15) minute rest period(s) each day. Rest periods will be taken at times approved by the immediate supervisor, except rest periods shall not be scheduled by a supervisor at the end of the shift. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee and shall be taken in addition to and exclusive of the scheduled lunch period. Rest periods shall not be accumulated for any purpose.

Nothing in subsections 5.4 or 5.5 shall deprive any employee of a lunch or rest period he or she is currently receiving.

5.6 Extra Hours

The District shall make a good faith effort to ensure that all part-time regular employees are given an equal opportunity to work extra hours and extra assignments. When the opportunity to work extra hours arises, and the extra hours do not conflict with regular employees' work schedules, regular employees shall be favored over substitutes. These extra hours shall be on a rotation based on seniority. Long-term openings shall be rotated after every two (2) weeks.

The parties agree that the above language is not meant to apply to or create overtime opportunities or health benefits.

5.6.1 In the Food Services Department, blue sheets will be updated on a regular basis, at a minimum of twice a year.

5.6.2 **Regular Work Year Extra Hours Work Assignments for Absences**

5.6.2.1 At the beginning of each school year, food service employees who want to work extra hours during their regular work year must submit the Extra Hours Work Form to the Food Services Department.

5.6.2.2 The names of employees who return the form within the two weeks of the start of school will be listed in seniority order to the District-Wide Extra Hours Work List.

5.6.2.3 When a food services employee is absent (short term absence of less than two weeks), the position will first be filled at the site level by seniority and rotation order by a regular food services employee assigned to that site. (Note 5.6 pertains to long-term openings)

5.6.2.4 After all movement is made at a school site, an employee from the District-Wide Extra Hours List will be called to fill any remaining absence.

5.6.2.5 When assigning an employee from the District-Wide Extra Hours List, there will be no switching from site to site by regular employees, unless the regular employee's work schedule does not conflict with the available assignment.

5.6.2.6 Providing there are not regular employees available on the District-Wide Extra Hours Work List, a substitute worker will be assigned.

5.7 The Anaheim Union High School District shall provide an overtime/extra hours report which shall be posted monthly at each location. In order to comply with this section, the District shall post in plain view at each location all AFSCME and related substitute time sheets with names, social security numbers and ID numbers redacted.

5.8 **Overtime**

Employees shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for any time worked in excess of eight (8) hours in any one (1) day except that it shall be after ten (10) hours for all time worked during the 10 hour/4 day work week during the summer recess and any time in excess of forty (40) hours in any calendar week. Overtime shall be specifically assigned and authorized in advance by the supervisor.

5.8.1 For the purposes of computing the number of hours worked, time during which an employee is excused from work because of paid leave shall be considered as time worked by the employee.

5.8.2 An employee having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half(1 1/2) times his/her regular rate of pay. The regular workweek shall begin at 12:01 a.m. Monday.

5.8.3 An employee having an average workday of less than four (4) hours per day shall be compensated for any work required to be performed on the seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1 1/2) times his/her regular rate of pay.

5.9 Overtime Pay on Holidays

Employees required to work on Board authorized holidays shall receive compensation, or compensatory time off, at one and one-half (1 1/2) times the regular rate of pay in addition to the regular rate of pay for the holiday. Compensatory time off may be given in lieu of compensation only with the voluntary agreement of the employee involved. An employee who is assigned to a contract site will follow the contract site calendar as long as the number of compensated holidays is equal to the District's calendar.

5.10 Compensatory Time Off, Overtime - Right of Refusal

A supervisor may grant compensatory time off at the same prorated ratio as overtime cash payment. Compensatory time off may be given in lieu of compensation only with the voluntary agreement of the employee involved.

An employee may be assigned overtime only when (1) there is an emergency, (2) all other employees in the relevant classifications decline voluntary overtime, and (3) he/she is the employee within the relevant classification with the least overtime worked during the fiscal year. In the case of custodians and kitchen workers at the site, number three (3) in the sentence above shall read, "when he/she is the employee within the relevant classifications at the site with the least overtime worked during the fiscal year."

5.11 Compensatory Overtime

Compensatory overtime off for overtime in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be taken within twelve (12) months of the payroll period in which it is earned as scheduled and approved by the immediate supervisor.

5.12 Assignment of Voluntary Overtime

The Anaheim Union High School District shall provide an overtime/extra hours report which will be posted monthly at each location. Except in emergencies,

the opportunity to work overtime at a site to which assigned will be rotated in order of seniority, with the following exceptions:

5.12.1 Overtime at Handel and Glover Stadiums and graduation shall be offered to Maintenance and Grounds employees on a rotation basis according to seniority. Each June, one (1) list will be created of those regular employees who desire to work stadium and graduation overtime. Friday morning stadium clean up will be offered to custodial employees on a rotation basis, according to seniority. Saturday morning overtime for "clean-up" at Handel and Glover will be assigned on a rotating seniority basis to Maintenance and Grounds employees, Custodians assigned to the day shift and Senior Custodians under the direction of the athletic facilities technician. For purposes of this section only, the designation "day" refers to permanent (non-probationary) custodians who are assigned to the daytime shift (not evenings) as of the start of each student school year. The District and the Union will review the list of "day custodians" and agree upon the list. Any questions as to the rotation of overtime for this section shall be first discussed internally between the District and the Union. If sufficient coverage is not available, the opportunity to work stadium and graduation overtime will be offered to all Operations employees as necessary.

5.12.2 For purpose of rotation, overtime declined shall count the same as overtime worked, except in the event such overtime is offered with twenty-four (24)hours or less advance notice, in which case the declined overtime will not count at all.

5.13 Night Work Differential

(See Article 11: Wages, 11.4)

5.14 Minimum Call-In Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.

5.15 Call Back Time

Any employee called back to work after having left the work location upon completion of his/her regular assignment shall be compensated for at least three (3) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

5.16 **Transportation**

Special rules of bus drivers, driver trainer, and dispatchers which modify and add to this Article and to this Agreement are contained in Article 15. They shall be considered a full and integral part of this Agreement.

ARTICLE 6: TRANSFER PROCEDURES

6.1 A transfer refers to any District action, either employee initiated or District initiated, which results in the movement of an employee from the position he/she holds immediately preceding such action to another position within the same or within a related job classification but at a different school or District administrative department.

6.2 The personnel director shall determine whether classes are sufficiently related to permit transfer between them. S/he shall consider similarity of duties, minimum qualifications, examination content and occupational group. The provisions of 6.2 may be reviewed and negotiated as part of the next reopener negotiations or upon mutual agreement of the parties.

6.3 A transfer shall be made without decrease or increase in salary rate, change in anniversary date, hours worked, accumulated illness leave, and accumulated vacation credit.

6.4 **Voluntary Transfer**

A permanent employee desiring a voluntary transfer shall submit a request according to these procedures:

6.4.1 Transfer requests will be kept completely confidential. Such requests will be kept until June 30 of each year. Employees must reapply yearly. There will be no requirement, formally or informally, that supervisors approve transfer requests. Employees may contact the Classified Personnel Office to obtain information concerning current openings.

6.4.2 When vacancies occur, all employees who have current "Request for Transfer" forms on file with the Classified Personnel Office will be notified of the vacancy and given the opportunity to interview for the position.

6.4.3 The Classified Personnel Office shall notify those individuals interviewed for a specific vacant position of the hiring supervisor's recommendation.

6.4.4 When the employee is notified that he or she has received a transfer or a promotion, the previous supervisor cannot retain such an employee for more than ten (10) working days.

6.5 **Disciplinary Transfer**

A disciplinary transfer may be made only for reasonable cause.

6.6 No employee shall be transferred arbitrarily or capriciously.

6.7 All employees of the unit are considered employees of the District and the District reserves the right to transfer employees to meet the needs of the District.

ARTICLE 7: EVALUATION PROCEDURES

7.1 The employee's assigned District manager shall make the evaluation and complete the evaluation form. Employees will be promptly informed as to who their assigned District manager is. Neither certificated teachers nor Athletic directors shall evaluate employees covered by this agreement. Evaluations shall be based on observable performance and/or data and knowledge of the evaluator. No complaint against an employee or incident of alleged misconduct shall be included in an evaluation of that employee unless the information regarding the complaint or alleged misconduct has been discussed with the employee as soon as reasonably possible. The parties agree that “reasonably possible” in the previous sentence shall at the very least mean “within thirty calendar days” of the District, or its agents, having been made aware of such information.

7.1.1 Probationary employees will be evaluated at the end of the third (3rd) and fifth (5th) months of service.

7.1.2 All other employees will have a formal evaluation at least every other year, no later than May 15.

7.1.3 Probationary or permanent employees may be evaluated more frequently if the District manager or principal feels that an evaluation would benefit the work performance of an employee.

7.1.3.1 Additionally, an evaluation will be performed at an employee's request, but in any event no more often than once per year.

7.1.4 Excellent performance shall be commended in writing on all evaluation forms.

7.1.5 The assigned District manager shall present the performance evaluation to the employee and shall discuss it with him/her and confer concerning areas of work needing improvement. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy.

The evaluatee's signature indicates that the evaluatee has read the document and has been provided the opportunity of attaching rebuttal

comments. Such comments shall be presented for attachment within thirty (30) working days of the date on the copy of the Performance Evaluation Report.

7.1.6 The evaluation shall be made in writing on a form to be provided by the Classified Personnel Office. This form shall be designated the "Performance Evaluation Report" form.

7.1.7 Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

7.1.8 Driving evaluations for bus drivers shall not be placed in the employee's Personnel File.

7.1.9 An employee shall have unrestricted access to all materials in his or her personnel file that may affect his or her employment status, except that such material subject to inspection shall not include confidential ratings, reports, or records which were:

- Obtained prior to the person's employment.
- Prepared by identifiable examination committee members.
- Obtained in connection with a promotional examination.

Documents not in the employee's official District personnel file at the time of proposed discipline shall not be used against an employee in a subsequent discipline or discharge hearing. The parties agree that this does not ban documents at hearings that have as their only purpose proving that oral counseling occurred.

7.2 Non-Employee and/or Guardian Complaints Against Unit Members

7.2.1 If in the opinion of the supervisor a serious complaint is lodged against an employee, the employee shall be notified within a reasonable period of time. Complaints not reported to the employee under this section shall not be utilized in an evaluation or disciplinary action.

7.2.2 If the complainant pursues the matter further, the supervisor will make available to the employee a conference between the person making the complaint, the employee and the supervisor. The purpose of this conference is to resolve the issue.

7.2.3 Complaints that are not resolved as per 7.2.2 above may be directed to the Superintendent.

7.2.4 If after the Superintendent has responded to the complaint, the person making the complaint is still not satisfied, further appeal may be made in writing to the Board of Trustees for its investigation and action if deemed necessary.

ARTICLE 8: SAFETY CONDITIONS

8.1 The District shall provide employees with safe working conditions.

8.2 The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations.

8.3 It shall be the responsibility of employees to report unsafe working conditions to their immediate supervisor.

8.4 Clothing or uniforms required by the District will be furnished by the District. When new uniforms are necessary, the uniforms being replaced will be returned to the District. When required, uniforms, including but not limited to the number, kind, item, style, cleaning, and replacement procedure will be as prescribed by District regulations. Employees shall be provided at least the same number, kind, item, style, and cleaning of uniforms as in the past, except that no employee shall be provided with less than five (5) sets of uniforms a year.

8.5 No employee shall be required to work under conditions dangerous to the employee's safety.

8.6 The District shall provide necessary first aid kits at all work locations. First aid kits shall be checked periodically and replenished when needed. First aid kits shall not be locked and shall be immediately available to employees. Emergency telephone numbers will be posted near all telephones.

8.7 The District will provide first aid training and CPR training to at least five (5) employees at each school and at the District Office.

8.8 For all employees, there shall be convenient coffee break rooms and restrooms which are totally smoke free. This shall include such rooms for employees who travel from school to school.

8.9 In the case of a bomb threat or other immediate threats to the health and safety of employees, employees shall not be asked or ordered to search for the bomb or otherwise perform services for which they are not trained. Whenever feasible, employees shall be informed of these threats.

8.10 The District shall provide night custodians who are working alone with a cellular phone or comparable technology to allow him/her to communicate with the District and emergency units.

ARTICLE 9: CONCERTED ACTIVITIES

9.1 It is agreed and understood that there will be no strike, work stoppage, or slowdown by the Union during the term of this Agreement nor will there be compliance with the request of other labor organizations to engage in such activity.

9.2 To this end, the Union recognizes its duty and obligation to comply with the provisions of this Agreement and to make every effort reasonably within its power ensuring that employees comply. In the event of a strike, work stoppage, or slowdown by employees, the Union agrees in good faith to take all steps necessary, and reasonably within its power, to cause those employees to cease such action.

9.3 Employees engaging in unauthorized leave with regard to strike, work stoppage, or slowdown may be subject to discipline up to and including termination by the District.

9.4 In the absence of a strike, work stoppage, or slowdown on the part of the Union, the District will not engage in any lockout of employees during the term of this Agreement.

ARTICLE 10: MANAGEMENT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive rights to determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency, i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure, or energy crisis; in addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency; limited however to the actual duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District.

The above described rights of the District shall be exercised in a fair and reasonable manner and are subject to the restrictions of the entire Agreement.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article 4 unless the dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 11: WAGES

11.1 Salary

Effective July 1, 2022, the 2021-22 base salary schedule shall be increased by eight percent (8%) for fiscal year 2022-23. In addition, a three-hundred dollar increase shall be applied to the flat dollar amount of the thirty-year longevity step.

11.1 Status After Classification Review

When positions have been reallocated to lower classifications, employees in this category will remain on their present salary range and receive all rights, benefits, successive steps, future salary raises, etc., as long as they remain in the classification in which they are presently employed.

11.2 Salary Increase

If any other employee organization receives a salary increase of any type which is a higher increase than the increase contained in this collective bargaining agreement for 2022-2023 school year, then such increase shall immediately be made effective for all employees covered by this Agreement.

It is agreed between the District and the Union that no employee organization received a higher increase than the Union for the 2022-23 school year.

11.3 Night Work Differential

All positions (except for custodians, Section 11.4), the regularly assigned time of which requires the employee to work one-half (1/2) time or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid $161 per month higher than the range for daytime employees.

11.4 Custodial Shift Differential

In 1999, all night and day differential amounts were agreed to be added to the base salary for custodians. Nevertheless, effective December 1, 2020, a $58 per month evening differential shall be paid custodians whose eight (8) hour shift begins at or after 2:00 p.m. for the period of time which exceeds five (5) working days within a pay period. This evening differential will not continue when these custodians work the day shift.

11.5 Refrigerated Area Differential

The three percent (3%) differential for Food Service Assistant I's working in the refrigerated area of the Central Kitchen shall continue as in the past. This shall include customary six (6) month rotation into the refrigerated area, by seniority.

Substitutes shall receive the 3% differential for each day in the refrigerated area. For employees working in refrigerators, the District will provide, without charge, insulated coats and appropriate gloves. For purposes of this section, "substitutes" shall mean regular employees temporarily assigned to the refrigerated area in order to fill in for a regular employee. In addition, employees working in the classification of Food Service Assistant II, Food Service III, or Custodian shall receive a 3% differential, if in any pay period they are assigned to work in the refrigerated area of the Central Kitchen for more than 30% of their work time.

11.6 Pay Increases After Promotion

An employee who receives a promotion to a class* allocated to a higher salary range shall be placed on the first (1st) step of the salary range that reflects at least a four percent (4%) increase, provided the new classification salary range permits this increase. Additional advancement will occur on the first (1st) of the month, following completion of six (6) months of service, regardless of step placement, and at one (1) year intervals thereafter until the maximum is achieved.

*Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirement of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

11.7 Longevity

Employees will be eligible for long service recognition (longevity) in the Anaheim Union High School District under the following plan:

2% plus $618 after ten (10) years of service with Anaheim Union High School District

4% plus $1,839 after fifteen (15) years of service with Anaheim Union High School District

7% plus $3,386 after twenty years (20) of service with Anaheim Union High School District

10% plus $4,416 after twenty-five (25) years of service with Anaheim Union High School District

12% plus $4,716 after thirty (30) years of service with Anaheim Union High School District

Percentages and flat rates stand alone. They are not added together or compounded.

11.8 Working Out of Classification

Employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a pay period, (or four [4] working days within a week which also includes a holiday) except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period s/he is required to work out of classification. Such adjustments upward shall be consistent with the salary placement given a unit member who receives a promotion as indicated in Article 11.6.

11.9 Mileage

Any employee who uses a private vehicle for school district business shall be reimbursed for mileage at the standard IRS business mileage rate.

In addition to mileage, the employee will stay on the clock during authorized travel time. Travel time will be part of overall blue sheet time. The use of private vehicles for school district business is subject to the approval of the immediate supervisor.

When an employee uses a private vehicle for school district business, the school district may not require the employee to carry more auto liability insurance than the minimum required by the State of California for an individual to carry on her or his own personal vehicle, unless such additional auto liability insurance is successfully negotiated with the Union.

11.10 Replacement of Personal Property

The District shall pay the cost of replacing or repairing certain property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the employee.

Covered items are:

11.10.1 prescription eye glasses, hearing aides, watches, articles of clothing, or other items necessarily worn or carried by the employee.

11.10.2 vehicles

11.10.3 other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by

the person or persons bringing the property and the site administrator, or designee, at the time the approval for its use was given.

The following items are excluded from coverage under this article:

11.10.4 Vehicle collision (including hit and run incidents.)

11.10.5 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the employee, unless approved by the District in item 11.11.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.

11.10.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).

11.10.7 Cash, credit cards, or other cash equivalent items. The maximum payment of any one claim is $1,500 or actual cost whichever is less in the case of vehicles and $1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the principal or supervisor, and, if appropriate, to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Division and should be forwarded through the principal or supervisor to the Business Division when completed.

Any losses, or damages, which are compensable wholly or partially, under the employee's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

11.11 Bilingual Pay

Employees who wish to be considered for bilingual pay shall pass a competency test in a language other than English required by the assignment.

Principals and District department heads (Directors) shall be aware of employees who have voluntarily tested for and passed competency requirements in any language other than English. If an employee is selected for a bilingual assignment, the employee shall be compensated an additional $161 per month for conversing, reading, and/or writing in a language other than English.

No employee assigned bilingual duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced bilingual duties. No employee will be assigned the duties of another employee because that employee has been assigned bilingual duties.

No employee shall lose their bilingual pay – whether based on stipend or job title – because the school where they are assigned goes through a demographic change which results in fewer students needing translation.

11.12 **Professional Growth Program**

11.12.1 The purpose of the Professional Growth Program is to provide educational and training opportunities for unit members to acquire and refine job related skills and abilities that will result in employee providing the highest quality service to the District within their current job classification and to enhance career opportunities within the District. The program will compensate unit members with education incentives for continued growth and development.

The Professional Growth Program is an educational incentive program opportunity for the classified employee that (1) enhances the employee's perspective of the functions of the Anaheim Union High School District, (2) fosters growth in the employee's occupational field, and (3) encourages achievement of educational degree goals.

Employees who enroll in the Professional Growth Program will receive education incentives for completion of the District Orientation and Health & Safety programs, a First Aid and Adult CPR Program, plus additional education units in increments that total 15 units. Such incentives are effective twice each year following verification of satisfactory completion of the requirements that are submitted not later than January 31 and/or June 30 of that year.

11.12.2 Eligibility

All permanent unit members shall be eligible to participate in the Program; however, an education incentive will not be awarded until the unit member has completed one (1) continuous year of service as a regular employee. This program excludes employees participating in other District initiated or affiliated grant educational programs.

Professional Growth Program approval forms are obtained and returned to the Human Resources Office—Classified. Unit members shall compete and submit their approval forms prior to beginning their course of study.

11.12.3 Mentor Program

Mentors are an integral component of professional development. It is recommended that participants in the Professional Growth Program select a mentor early in their studies.

General Guidelines: Prospective mentors may submit their name and/or resume to the Professional Growth Committee for referral to participants requesting assistance in selecting a mentor.

Mentors are volunteers who may provide support, encouragement, guidance, and educational/technical assistance in their areas of expertise.

11.12.4 Education Incentive Maximums and Additional Increments

This program consists of a maximum of six (6) steps. The steps must meet the following criteria:

Step 1: Must be a total of 15 units Required Course Work as described in 11.12.6, including the 9.0 total units from the District New Employee Orientation, the District Health & Safety course, and First Aid/Adult CPR course.

Steps 2,3, & 4: Must be additional blocks of 15 units of undergraduate, graduate, or postgraduate coursework applicable towards one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/ field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Official college transcripts are required for proof of completion of each of these stages.

Step 5: Must be completion of 15 units beyond an Associate of Arts (AA) Degree, providing the employee has declared a major and the courses of study applicable towards one or more of the following:

1. Bachelor's Degree in a declared major/field of study;
2. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Associate degree substitutions = 60 units with an additional 15 units of upper division coursework at a four-year institution. Official college transcripts are required for proof of completion of this stage.

Step 6: Must be achievement of a Bachelor's Degree in a

declared major/field of study or completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Upon completion of Step 6, applicants for credentialed position shall be assured of a job interview.

11.12.5 Required Course Work

The following coursework is required for the first education incentive and before further education incentives can be earned:

11.12.5.1	District New Employee Orientation	3.0 units
11.12.5.2	District provided Health & Safety Training	3.0 units
11.12.5.3	First Aid/Adult CPR	3.0 units
11.12.5.4	Two Courses from one or both or the following groups:	6.0 units

1. College/university coursework in General Education or applicable to an Associate of Arts (AA) Degree/Bachelor's Degree in a declared major/field of study;
2. Adult education and/or college/university coursework relating to an employee's occupational field or relating to the completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

TOTAL 15.0 units

11.12.6 Coursework Approval

To ensure that coursework will be accepted for credit for education incentive increments, the employee must submit the form "Application for Approval Coursework – Professional Growth" (available in Classified Human Resources) and receive approval prior to beginning the course.

Credit is not allowed for any courses or workshops taken during the regular working hours for steps 2 through 6.

It is the responsibility of unit members to request and file approval forms for Professional Growth credit and submit all documents required for course credit.

11.12.7 Additional Education Incentive Increments

After the Required Course Work described in 11.12.6 has been satisfactorily completed, additional steps of 15 units each shall serve to improve an employee's present skills in their present job; and/or (2) allow the employee to acquire new skills in a new job in the District to which the employee may wish to advance, or for which the employee may be training; and/or (3) be applicable to the requirements of one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

In all cases, coursework must be taken at an accredited or recognized institution.

11.12.8 Submission of Proof of Course Completion

Verification of appropriate completed coursework must be submitted for approval not later than January 31 or June 30 of the calendar year for education incentives. Verification of appropriate completed coursework submitted after those dates will not be considered for an education incentive until the next available deadline.

Acceptable verification includes:

Official college transcripts or signed reports of grades from the instructor (with grades of "C" or better) to be submitted to Anaheim Union High School District, Human Resources Office.

11.12.9 Retroactivity

Units earned prior to approval of the professional growth program are not applicable.

The responsibility of training experience and required documents shall lie with the unit member. Any error in the calculation of eligible educational incentives under this program, which is due to action or inaction on the part of the unit member, shall be corrected as soon as the error is verified; but salary adjustments shall be retroactive during the current year only.

11.12.10 Criteria for Evaluation

The Division of Human Resources shall review all proposed coursework submitted and make a determination as to whether that coursework meets the following criteria:

Is taken at an accredited or recognized institution, and whether the general education coursework is within the employee's occupational field and/or will assist the employee in meeting degree requirements. The intent of this provision is to allow coursework, which will be of direct benefit to the District and is either specifically related to opportunities within the District.

11.12.11 Credit Calculation

11.12.11.1 All professional growth credit shall be computed in semester hours. College credit in terms of quarter hours will be translated into semester hours by using the following formula: double quarter credit; divide by three (3).

11.12.11.2 Credit of .5 (half a unit) units for each one-day, approximately eight (8) hour (maximum 6 hours) workshop, with one (1) maximum of said units to be allowed within each fifteen (15) unit increment.

11.12.11.3 All college credits or degree shall be earned at an institution that is accredited by one of the following six regional accreditors of higher education in the United States, or regional affiliates thereof:

1. Middle State Association of Colleges and Schools (MSA)
2. New England Association of Schools and Colleges (NEASC)
3. Higher Learning Commission (HLC) (formerly North Central Association of Colleges and Schools (NCA))
4. Northwest Association of Colleges and Schools (NAC)
5. Southern Association of Colleges and Schools (SaCS)
6. Western Association of Schools and Colleges (WASC) inclusive of the following:
   Accrediting Commission for Community and Junior Colleges (WASC-ACCJC)
   Accrediting Commission for Senior Colleges and Universities (WASC-ACSCU)

Official college transcript with a "C" or better submitted to the Human Resources Office. If letter grades are not given for a course, a sealed letter of satisfactory completion signed by the instructor is required.

11.12.12 The Professional Growth Committee

11.12.12.1 A Professional Growth Committee shall be established, composed of two (2) classified employee members, two (2) unit members, one (1) certificated member, and the Human Resource Classified Director, or designee. AFSCME Local 3112 shall appoint the unit members of the committee.

11.12.12.2 Duties of the Committee

a. Establish and maintain a list of prospective volunteer mentors (see 11.12.3).
b. Recommend additional or revised policy as necessary to the Superintendent and AFSCME Local 3112.
c. Schedule meetings as needed but annually during the month of May to review the program effectiveness and make recommendations.
d. Suggest topics of interest for District-wide in-service for unit members.

11.12.12.3 The District shall grant the committee members necessary release time from their regularly scheduled workdays to participate in committee activities.

11.12.12.4 The Professional Growth Review Committee shall advise the Director, Business Services, or the estimated number of employees achieving the award each year so that the appropriate amount can be budgeted.

11.13 **On Call Rotation, Transportation Department**

After hours transportation dispatching will be rotated evenly among the employees holding the positions of Transportation Dispatcher, and Driver Trainer. The rotation shall be on a weekly basis from Monday 5:31 am through Monday 5:30 am. These employees will be "on call" during the after-hours period. Employees eligible for overtime will be compensated at time and a half their hourly wage for time worked which will be verified by District cell phone records and dispatcher/driver log. A minimum of 15 minutes will be paid for each incident. The dispatcher will not normally be required to be physically present at the Transportation Office but must be available via cell phone. Effective August 1, 2017, for the months of August through May, these employees when on call, will be

paid a monthly stipend of $299 for Saturday and Sunday for on call in lieu of the overtime payment of the minimum of 15 minutes for each incident.

ARTICLE 12: VACATIONS

12.1 Earned vacation shall not be utilized until completion of the initial six (6) months of employment of the unit member unless permission is given by the District. Members of the bargaining unit who have completed six (6) months of paid service as a regular probationary employee or a restricted employee, shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commenced.

12.1.1 Every employee shall earn vacation at the prescribed rate. Employees who are on leave to serve in a limited-term assignment, or who serve in a limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignments. Vacation shall also be earned during any paid leave of absence.

12.1.2 Employees shall be entitled to vacation with pay earned at the rate of one (1) day for each month in a paid status, not to exceed twelve (12) working days of vacation in each fiscal year, computed as follows:

One (1) year or less in a paid status:

12 month unit members	12 days
11 month unit members	11 days
10 month unit members	10 days
9 month unit members	9 days

Employees in a paid status who work less than the normal eight (8) hour day shall be eligible for vacation benefits on a prorated basis using the ratio of actual time worked to eight (8) hours; i.e., a six (6) hour employee would receive 6/8th of a day per month.

12.1.3 Employees with more than one (1) year of service in a paid status are entitled to additional working days of vacation with pay in each fiscal year, in addition to those set forth in 12.1.2, computed as follows:

1 additional day at the start of the 2nd year
2 additional days at the start of the 4th year
3 additional days at the start of the 5th year
4 additional days at the start of the 6th year
4 additional days at the start of the 7th year
5 additional days at the start of the 8th year
6 additional days at the start of the 9th year

6 additional days at the start of the 10th year
7 additional days at the start of the 11th year
7 additional days at the start of the 12th year
8 additional days at the start of the 13th year
8 additional days at the start of the 14th year
9 additional days at the start of the 15th year
10 additional days at the start of the 16th year
11 additional days at the start of the 17th year

12.1.4 Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. Reasonable vacation requests shall not be denied. In order to facilitate planning, coordination of work amongst employees and supervisor's response to employees, each employee shall submit a vacation calendar for that school/fiscal year before the end of the first working month of the employee's work year. Changes to vacation calendar may be amended throughout the year utilizing the same approval process. All vacation requests shall be given a response by the requesting employee's supervisor within five working days. Employees are encouraged to schedule vacations during periods when students are not in session. Should two (2) or more employees in the same classification request similar vacation times and the District can afford to release only one, the employee with the greater classification seniority will be given preference. Vacation days can be used for family leave or personal emergencies when sick leave has expired.

The District Office and schools will normally be closed to the public during winter recess. No employee will be unduly encouraged to take vacation during winter recess.

12.1.5 All vacation days earned by twelve (12) month regular full time employees with less than five (5) years of service must be taken within twelve (12) months following the period in which earned and may not be accumulated beyond this period. Twelve (12) month regular fulltime employees, after five (5) years of service may "save" up to six (6) days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed twenty-eight (28) working days under adopted regulations regarding vacations.

Vacation may, with the approval of the employee's immediate supervisor, be taken at any time during the school year. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the District. The employee may be granted vacation during the school year, even though not earned at the time the vacation is taken, with the approval of the immediate supervisor.

12.1.6 Summer Time Assignments

All employees represented by AFSCME who work a nine (9), ten (10) or eleven (11) month schedule (or any schedule less than a full year) shall receive for the summer assignment, compensation and benefits that are applicable to the assignment for the full twelve month year. The parties agree that, if the daily hours of assignment differ from the regular hours during the year, then such compensation and benefits shall prorate accordingly. In administering this section, the District shall ensure that:

1. Vacation shall be accumulated in hourly units.

2. Sick leave shall be accumulated in hourly units.

3. The total amount of vacation and sick leave which the employee is expected to accumulate during the summer assignment will be made available to the employee for use by the employee from the beginning of his/her period of summer employment, provided:

   a. Any request to take vacation during the summer should be subject to supervisory approval, which said approval will not be unreasonably withheld.

   b. Any additional vacation or sick leave accumulated by virtue of a summer assignment may subsequently be withdrawn from the employee if the employee is not in paid status for three quarters of the work days which occur during the time required to carry out the summer assignment.

4. An employee under this section who is in paid status for the entire summer (defined as the period from the beginning of summer break until the day before school begins in the fall), shall be entitled to earn as much in total vacation and sick leave as a twelve month employee.

   When an employee is in paid status for a portion or all of the summer additional vacation and sick leave shall be calculated in the following manner:

   The total available work days in the entire summer excluding holidays will be calculated. An employee will earn one third of the total entitlement possible by working or being in paid status for one third of those available work days, and two thirds for working or being in paid status for two thirds of those available work days. “Days in paid status” excludes holidays. (Example: 54 days are available in summer = three additional days sick leave and vacation. Each 18 days in paid status for a scheduled work day (1/3 of 54 days) = 1

day additional vacation and sick leave, 36 average days = 2 days, 54 work days = 3 days.) Hours paid for vacation will be the hours worked in the summer assignment.

12.1.7 In case of termination, vacation time owed the District shall be deducted from the final paycheck.

12.1.8 A vacation once having commenced shall be terminated only by the employee becoming ill, returning to work, being laid off, being terminated from employment, or death of a member of the immediate family. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or any relative living in the immediate household of the employee.

12.1.9 On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation at the rate of pay applicable to his/her last regular assignment, except that employees who have not completed six (6) months employment in regular or restricted status shall not be entitled to such compensation.

ARTICLE 13: LEAVES

13.1 Bereavement Leave

The District agrees to grant necessary leave of absence with pay at the employee's regular rate not to exceed three (3) days, or five (5) days if three hundred (300) miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of an employee. "Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, adopted child, foster child, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, great-grandparent, great-grandchild, step-parents, step-grandparents, step-siblings, step-children of the employee, and like relatives of spouse, or any relative living in the immediate household of the employee. Bereavement leave shall be limited to a three (3) or five (5) day period following the date of death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following the death, the employee will notify his/her immediate supervisor prior to scheduling an alternative plan for bereavement leave. In exceptional circumstances, the Superintendent may grant up to two (2) additional days leave.

Employees exercising this leave provision shall notify their immediate supervisor as soon as possible and indicate the expected duration of the absence.

Employees shall be required to complete the standard form provided by the payroll department to verify the reason for the absence.

13.2 Jury Leave

The District agrees to grant to employees regularly called for jury duty in the manner provided by law, a leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours. Employees, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury duty. Employees who elect to contribute their fees to the County in which serving jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the County. Monies granted by the court for meals, travel and parking will not be considered in computing the difference. Employees are required to return to work during any day or portion thereof in which jury duty services are not required; however, an employee excused from jury duty with less than two and one-half (2 1/2) hours left on his/her shift shall not be required to return to work.

Evening or night shift employees shall receive leave without loss of pay equal to the number of hours each day which they spend on jury duty, including travel time. Such employees may take such leave the evening or night of the jury duty.

The District may require verification of jury duty days prior to or subsequent to providing jury duty compensation on a form provided by the District or the court.

13.3 Military Leave

Employees shall be required to request military leaves in writing and, upon request, shall provide the District with a copy of orders and status reports.

13.4 Tragedy Personal Necessity Leave

A long term ninety (90) day personal necessity leave of absence may be provided to an employee who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse, dependent child, or any relative living in the immediate household of the employee. An employee's compensation during such leave shall be equivalent to the employee's regular salary and fringe benefits minus the amount necessary to pay a substitute whether or not a substitute is employed to replace the employee while on leave.

13.5 Paid Sick Leave

13.5.1 Sick leave is the authorized absence of an employee because of illness or off the job injury or exposure to a contagious disease.

13.5.2 Employees employed by the District five (5) days per week, eight (8) hours per day, with full pay for a fiscal year shall be entitled to twelve

12) days leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime.

13.5.3 Employees employed less than five (5) days per week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bears to twelve (12) months.

13.5.4 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee's assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under sections 13.5.2 and 13.5.3, whichever is the lesser, until the first day of the calendar month after completion of six (6) months of active service with the District.

13.5.5 Pay for any day of sick leave shall be the same daily rate the employee would have received if s/he had worked that day.

13.5.6 An employee returning from absence must contact the school or site two (2) hours prior to the close of the preceding workday of his/her intent to return. In the event that the District has not been notified of the employee's intention to return, and accordingly has employed a substitute for the day, the District may require the returning employee to be charged with one (1) day of absence without pay.

13.5.7 An employee who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.

13.5.8 Verification of Absence

The Board may require satisfactory proof of the existence and duration of the illness if it has reasonable cause to believe an employee to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the employee may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

For absences of more than five (5) days, when there is a question as to the existence and duration of the disability, or the employee's ability to return to work, the Board may require the employee to submit to an examination by a physician selected and paid by the employee and the

District. The selection must take place within forty-eight (48) hours after the District's request. In the event the time limit is not met, the District shall select the physician from among those physicians under consideration by the employee and the District.

The District shall pay for the medical examination. The employee will be given a copy of the physician's report. Such medical reports shall be submitted to the Assistant Superintendent, Human Resources, who shall maintain the confidentiality of such reports.

Absence for sick leave shall not be for the purpose of withholding services of assigned responsibilities.

13.5.9 An employee, while on unpaid leave of absence granted by the District, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the period of such leave.

13.5.10 An employee who is absent from duty because of illness or accident beyond his/her accumulated sick leave shall be paid at the rate of 50% of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave shall not exceed 100 working days in any one (1) fiscal year. It shall not be accumulated and shall be exclusive of any other paid leave, holidays, vacation, or authorized compensatory time to which the employee may be entitled. If the absence is due to non-industrial accident or illness, the leave shall run concurrent with sick leave. The extended sick leave described above shall be granted to all employees on July 1 of each year.

13.6 Industrial Accident and Industrial Illness Leave

13.6.1 Leave resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 45192 and this Article.

13.6.2 An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness, under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that s/he has probationary or permanent status.

13.6.3 An employee absent from duty because of illness of injury resulting from an accident or condition incurred on duty, which qualified under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one (1) leave nor the total number of days allowed in one (1) school

year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.

13.6.4 Occupational leave shall be granted from the first (1st) day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's leave.

13.6.5 Should the employee's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the employee shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used up, whichever is sooner.

13.6.6 During any period an employee is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44983 of the Education Code. Charges to the employee's leave balances shall be as follows:

13.6.6.1 Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.

13.6.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any employee who is absent because of a work connected illness or accident shall not be entitled to receive wages or salary from the District, which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence. (See Section 44043 of Education Code.)

13.6.7 During any period of absence because of an industrial accident or illness, the District will make a reasonable effort to return the employee to light duty work where it reasonably can be made available. The District shall first attempt to place the employee in his/her classification. If that is not feasible, then the District shall attempt to place the employee in the same department. If that is not feasible, the District shall attempt to place the employee in this bargaining unit. If the accident or illness causes the employee to be partially incapacitated on a permanent basis, the District will make every reasonable effort to rehabilitate the employee for another job within the District if it is feasible and of benefit to the employee.

13.6.8 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance Laws, exceed the employee's regular salary.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

13.7 Court Appearance

An employee shall be granted not to exceed three (3) days of absence with full pay because of necessary appearance in court or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority within a reasonable period of time. This section shall not be applicable to employees who are litigants.

13.8 Personal Necessity Leave of Absence

Unit members may use up to 10 days of personal necessity (PN) leave per fiscal year. The first two (2) days shall not be deducted from the accumulated sick leave. A maximum of an additional eight (8) PN days may be used which will be deducted from accumulated sick leave, as long as the PN days do not exceed the number of days of unused sick leave.

Permissible Personal Necessity Use:

13.8.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.

13.8.1.1 Accident or serious illness involving his/her personal property or property of his/her immediate family.

13.8.1.2 Court appearance as a litigant or as a witness under order.

13.8.1.3 Religious observance.

13.8.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.

13.8.1.5 Personal necessity may be used for circumstances that meet all of the following criteria: Are of serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit

member, and which cannot be accommodated during off-duty hours.

13.8.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.

13.8.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, or work slowdown or concerted activity of any kind.

Verification of Personal Necessity Leave

The District may require satisfactory proof of the nature, extent, and duration of the personal necessity leave if it has reasonable cause to believe a unit member is abusing the use of personal necessity leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

When an employee works more hours than they are assigned, utilizes illness or personal necessity leave, such employee shall be paid based on the average number of hours the employee worked in the pay period prior to the leave commencing.

This option shall be recalculated for each pay period based on actual hours worked. The averaged hours shall not exceed eight (8) hours per day.

13.9 **Leaves of Absence Without Pay**

The Board shall grant an employee a leave of absence without pay for reasonable cause.

13.9.1 Reasonable cause in this section means a leave which, in past practice, was the type of leave approved by the Board and which does not cause a significant hardship to the District. Requests for leaves of absence without pay shall be made on forms provided by the Director of Human Resources, Classified and shall state specifically the reasons for the request, the date desired to begin the leave, and the probable date of return.

13.9.2 Reinstatement From Leave

Upon the expiration of a leave of absence, an employee shall be reinstated in his/her former classification if such classification still exists.

13.9.3 District Notification

The Classified Personnel Office will notify any employee who is on leave of absence, twenty-five (25) days before the expiration of such leave, that his/her position is being held pending notification of the employee's intent to return. Such notification shall be sent by U.S. mail to the employee's last known mailing address. In the event the employee fails to respond to the District notification within fifteen (15) days before the expiration of the leave indicating the employee's intention to return from leave, it is understood that the District may proceed to fill the employee's position. If a leave is granted for fewer than twenty-five (25) days or in the event of emergency conditions, the above procedures may be waived by the Director of Human Resources, Classified.

13.9.4 Failure to Return From Leave

Failure to report for duty after a leave of absence has expired or has been revoked or canceled shall constitute dismissal from District service, unless the employee so dismissed shall satisfactorily show that such failure was excusable as determined by the Superintendent, in which case the employee shall be reinstated.

13.9.5 Benefits While on Leave

Time elapsed while on leave of absence without pay shall not be counted toward compensation, sick leave or vacation privileges, except an employee absent on Peace Corps service shall include such time toward qualifying for advancement to the next higher step in the salary range, and an employee absent on military leave shall be accorded all the rights and privileges granted by the Education Code and the Military and Veterans' Code.

13.9.6 Employment While on Leave

An employee, on leave of absence, may not accept other gainful employment with another employer, except ordered military or Peace Corps service, without express prior approval of the Board of Trustees.

13.9.7 Such leave of absence without pay may be granted for any of the following reasons:

13.9.7.1 Health

A regular classified employee shall be granted a leave of absence without pay for legitimate health purposes for specified periods of time, but usually not less than three (3) months, or more than twelve (12) months. Upon recommendation of the Superintendent, the leave may be extended at the sole discretion of the Board.

13.9.7.2 Short Term Personal Leave Without Pay

An unexcused absence without pay for an employee may be approved for one (1) day by the principal or classified supervisor. Upon the recommendation of the principal or classified supervisor, the Director, Human Resources, Classified, may authorize an excused absence without pay for employees from two (2) to five (5) days.

13.9.7.3 Pregnancy Leaves of Absences

Pregnant employees shall be granted pregnancy leave with or without pay, such leave to commence on a date to be determined by the employee and her physician. Sick leave and vacation benefits may be used by employees on pregnancy leave.

13.9.7.4 Peace Corps

A regular classified employee who has completed three (3) full years of service in the District may be granted a leave of absence for Peace Corps service. The leave will be granted for one (1) full school year with the provision that it will be extended for a second (2nd) year if the employee continues in Peace Corps service. When such a leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she held upon leaving, but not necessarily the same position. Year-for-year salary credit will be granted.

13.9.7.5 Educational Improvement

A leave without pay may be granted, at the discretion of the Board, to a permanent classified employee for a period not to exceed twelve (12) months in duration, to participate in education or specialized course of study if such participation is determined by the personnel director and the Superintendent to be in the best interests of the school district. Such leave shall require official documentation regarding the nature and scope of the proposed education and/or training project; and based upon these facts, a determination shall be made that the granting of the leave will increase the efficiency and usefulness of the knowledge, skills, and abilities of the employee upon his/her return to the service of the District.

A regular employee granted a leave under this rule must sign an agreement on forms available in the office of the Director of Human Resources, Classified, stating particularly that the Board will be given written notice no less than thirty (30) days before the expiration of the date of the leave, of his/her intention to return to District service. Failure to file such notice will be considered as notice that the employee will not return and that his/her position is vacant.

13.9.7.6 Serious Illness Within the Immediate Family

A leave without pay may be granted, to a permanent employee for a period not to exceed twelve (12) weeks in any one year for a serious illness in his/her immediate family. "Member of the immediate family" as used in this section means the spouse, father, mother, child, or like relative of spouse, or any relative living in the immediate household of the employee. A letter from a medical doctor substantiating the cause for leave shall accompany the request for leave.

13.9.8 Health/Welfare Benefits While on Leave

An employee on Board approved leave of absence, without pay, may participate in the District's health and dental and life insurance benefit program at the employee's own expense.

Prior to the effective date of the Board approved leave of absence, the employee shall submit a written request to the Business Office to continue or discontinue the health and dental and life insurance program. A decision to discontinue the program is irrevocable during the period of the leave.

The employee who elects to maintain the health and dental and life insurance program shall submit a check or money order to the Business Office for the exact amount of premium on or before the twenty-fifth (25th) day of each preceding month. Failure to comply with this payment provision will result in loss of insurance benefits during the entire period of the leave of absence.

13.10 Drug or Alcohol Rehabilitation Leave

District shall accommodate an employee with a drug or alcohol problem, provided the employee takes the initiative to acknowledge his/her problem and to request a leave, by granting a leave of up to sixty (60) working days, as long as such accommodation does not cause an undue hardship to the District. This shall be on a one-time basis only. The employee need not indicate the specific type of drug or alcohol drink abused in order to receive this leave. The District shall treat such leaves with strict confidentiality. The employee shall have the option of using all or part of sick or vacation leave and may supplement same with the necessary unpaid leave, or the employee may take the entire leave as unpaid leave.

13.11 Scheduled Paid Holidays

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day

Day Before New Year's Day (in lieu of Admission Day)
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Spring Friday
Memorial Day

13.12 Family Medical Leave Act

District shall grant unpaid leave as specified by the Family Medical Leave Act.

ARTICLE 14: UNION RIGHTS

14.1 The District will provide all new hires with a copy of the AFSCME contract and AFSCME provided literature and will make available AFSCME membership application forms.

14.2 Upon twenty-four (24) hours prior notice to the District, and authorization by the President of the Union, the Union shall be provided a maximum of thirty-five (35) days each fiscal year of released time with pay for the purpose of conducting Union business. Thirty-five (35) days may be taken in minimum increments of one-half (1/2) days. Where the Union needs three (3) or more consecutive days of released time, the Union will give the District at least one (1) week prior notice.

14.3 The Union shall have the right to post notices of matters of Union concern on designated bulletin boards in each school building and District building in areas frequented by employees.

14.4 The Union shall have the right to use the District mail service and individual employee mail boxes so far as such use complies with the law. The Union will deliver a copy of all materials to be mailed to the Assistant Superintendent, Human Resources, no later than the time of the mailing. AFSCME will be charged $1.00 for each District mailout, up to a maximum of $25.00 per year.

14.5 During each fiscal year when negotiations are in progress, and following prior notice and schedule coordination with the immediate supervisor, AFSCME authorized representatives shall be granted a total of forty-five (45) full days of released time with pay for the purpose of negotiations.

14.6 Reasonable access to school and District sites will be provided to AFSCME representatives and officers. The Union will not interfere with the work of the employees.

14.7 AFSCME stewards and officers shall be allowed a reasonable amount of release time with pay following prior notice and schedule coordination with the immediate supervisor to resolve alleged employee/supervisor differences. Prior

notice may vary due to the circumstances of the situation but will be done so at the earliest possible time. The District and Union will meet to mutually address any issues of release time that affect the employee's job duties and the negative impact to the other employees at the site or department.

14.8 The parties agree that no reprisals shall be taken by or against any participant in the grievance procedure, or the Union-management informal problem solving process.

14.9 Whenever the District proposes to terminate an employee or to suspend an employee for three (3) or more days, the District will promptly notify the AFSCME president and the AFSCME business representative. Such notification will be verbal and written. The District may, at its option, refrain from informing the Union of the reasons for the proposed suspension or termination. The Union holds the District harmless in all matters of employee confidentiality.

14.10 Prior to September 15 of each year, the District shall provide AFSCME with a list of the names and school site location of all bargaining unit members. Prior to October 15 of each school year, the District shall provide AFSCME with a list of names, addresses, and telephone numbers of all bargaining unit members.

14.11 The District will make available to AFSCME two (2) school board packets at least forty-eight (48) hours in advance of a regularly scheduled or specially scheduled Board meeting.

14.12 Steward training may be conducted by AFSCME up to four (4) times per year on District property during regular work hours. The combined total hours for all those sessions shall not exceed eight (8) hours per year. Each session shall start either at the beginning or the end of the workday. Employees will be identified by the Union and a list submitted to the District at least two weeks prior to each training session. No more than one (1) employee per school site and no more than fifteen (15) total employees shall participate in any one training session, unless mutually agreed upon by the District and the Union. Training may also be conducted jointly by AFSCME and the District for the purpose of educating stewards and supervisors on the MOU, the Ed-Code, and other pertinent regulations to ensure cooperative labor relations. These training sessions shall be conducted in addition to the Union days off mentioned in Article 14.2 and without loss of pay for the AFSCME members attending the training.

14.13 AFSCME shall notify Human Resources, in writing, the names of its officers and job stewards on September 1 of each year. If a change is made in officers and job stewards, which occur during the course of the year, the Union shall inform Human resources within five (5) working days.

The parties agree that an officer or job steward appointed by AFSCME will not be denied the right to represent an employee if his or her name was inadvertently left off the list provided to Human Resources or not provided within the five (5) work days.

ARTICLE 15: TRANSPORTATION

15.1 All regular bus drivers of the District shall be classified as ten point one (10.1) month employees. Annually, at the beginning of each school year and at the beginning of the summer school session, bus drivers will select a route in order of seniority. All routes selected shall be defined as to and from school only. All other assignments shall be defined in Article 15.4. For purposes of Article 15 seniority will be considered by date of hire. Also at the same time, drivers, in order of seniority, will select a bus that has been designated as appropriate to the type and size of the route. Within forty-five (45) to sixty (60) days of the beginning of each school year, bus drivers may rebid routes in order of seniority. Selection of buses will not be rebid, bus to stay with route. All routes shall be available for review by the drivers one week prior to the actual rebid day. If the need for a larger bus is required, the driver may select a different bus from the spare bus pool. If a driver does not want to give up their route, but wants to select a different bus from the spare bus pool of the appropriate type and size they may do so. On both bid and rebid, steward(s) and two senior drivers who volunteer shall choose for absent drivers, as before.

Seniority used for all seniority related issues in the District Transportation Department shall now be determined by first date of hire in the job classification. If an employee has a break in service longer than thirty nine (39) months, the date of hire used for seniority purposes will be the date on which the employee returned to regular employment. All other District service will be used for tie breaking purposes as outlined below.

In the event of equal seniority, ties will be broken by using the longest total service in the District in classified services (regardless of bargaining unit.) Time as a substitute, provisional or limited term employee, or as a Campus Aide shall not be counted in such a tie. In the event that there is still equal seniority these ties shall be broken by using the date of hire in any capacity in the District. (Based upon MOU dated 10/15/03)

When an employee leaves, vacant runs will be posted, bid and filled on the basis of seniority (as defined above) three (3) working days from the occurrence of the vacancy until all vacancies are filled, and all employees involved have been notified through posted information.

The vacancy shall be posted as quickly as possible after it occurs but in no event shall the posting occur more than three (3) working days after the vacancy.

15.2 As part of the employees' regular shift, there will be a twenty (20) minute warm-up time each morning for purposes of checking the oil and water and otherwise preparing the bus. In the evening, there will continue to be a fifteen (15) minute period with full pay for the same purpose.

15.2.1 Layover time between trips will be one (1) hour.

15.2.2 The District will offer extra hours to regular drivers before relief drivers.

15.3 All drivers who desire overtime or non-overtime trips which are in addition to their regular route shall be accorded the opportunity to work them on an equal basis. For purposes of this section "equal" shall mean an equal number of hours paid for during the semester (combining both straight time and overtime), and overtime worked shall be counted as its premium rate (for example, overtime of four (4) hours paid at time and one half (1 1/2) shall count as six (6) hours.) Work turned back and work not assigned because the driver was not available shall count as if the work was completed. In the event a driver is off on paid status and is not in line for a trip assignment, s/he shall not be randomly charged for a trip s/he would not have been assigned. Work volunteered for during Winter recess, Thanksgiving, and Spring recess holiday periods, when school is closed, shall not count in this formula. Work turned back on a Sunday and work turned back for jury duty, bereavement or Union business also shall not count. Finally, hours added for "equalizing purposes" under subsection 15.3.2.3 below shall not count for purposes of this section. Medical, dental and eye appointments that have been scheduled for a driver's off time and made in advance of a trip notice shall not be charged. The driver shall be responsible to notify the dispatcher in writing at least three (3) work days in advance of the date and time of the scheduled appointment. Also, no driver shall be credited with a turn-down for mountain driving for which such driver is not qualified. If a driver trains to be snow or mountain certified, that driver shall be required to remain on the snow or mountain list for a period of one year. No charge will be made against drivers for workers' compensation appointments. No charge will be made against a driver who chooses not to do an overnight trip. No charge will be made against any driver going through the required recertification process, for a trip or a turn back when the times for the trip conflict with the training. When making weekend trip assignments the District will not automatically exclude drivers based upon their blue sheeted hours. All week-end trips shall be assigned from the equalization list posted on Thursday, prior to that week-end.

For purposes of equalization, any hours charged for trips turned back will be deemed as hours paid. No driver will be charged for a trip, if the driver is involved in the professional growth program (Article 11.13), which has been approved by the supervisor, for the whole trip, or any portion thereof. An equalization list shall be posted on Monday (pm) and Thursday (pm), barring any unforeseen circumstances. Drivers are responsible for submitting time cards daily.

15.3.1 If the bus driver with the most hours paid for the semester, as above, is less than fifteen (15) hours above the driver with the least hours paid, as above, then there is no violation of this section.

15.3.2 Also, it shall not be a violation of this section if both the following two conditions are met:

15.3.2.1 The discrepancy between the total hours paid for during the semester, as defined above, is not greater than forty-five (45) among the drivers, and

15.3.2.2 The school district makes every reasonable effort to correct this discrepancy by giving within the next semester the necessary equalizing hours to the drivers who were behind more than fifteen (15) hours the previous semester. There will be no zeroing out process.

15.3.2.3 Equalization shall begin on the first day of school and shall end on midnight of the last day of school. The equalizing week runs from midnight Sunday until midnight Sunday, except on the last day before a holiday period. Equalization will end at midnight of the last day of school and will begin again at midnight of the day before school starts.

15.3.3 To be chargeable for overtime turndown for a Saturday or weekend work, the District must have notified an employee of such overtime opportunity by the drivers Friday p.m. report time. Drivers are eligible for weekend assignments regardless of their status on Friday or the last day of the workweek, provided they notify the department of their availability by 12:00 p.m. on the Friday or the last workday of the week. Upon providing proof of participation, drivers shall not be charged for a trip, if participating in the Bus Rodeo, either as a participant or a judge.

15.3.4 When trips scheduled for Saturday, Sunday, holiday, or any other non-school days are canceled on the date of the trip, the following compensation rules shall apply:

Location of Driver at Time of Notification	Hours Paid
School or pickup site	4
Bus yard	2
Driver's residence	0

For cancellations of a weekday trip, the driver shall be compensated for the actual time worked.

For cancellations of weekday evening trips, when a driver has remained "on the clock," the driver will be compensated for the actual time worked. In the case that the driver has left the job site because s/he is "off the clock" and has returned to work, the driver shall receive three (3) hours of pay. If the driver is still at home when notified, no additional compensation will be required.

15.4 In addition to 15.1 and 15.3 on the previous pages, "special needs assignments" or "early out pickups" shall be assigned to bus drivers in the following order: the most senior will receive such assignments until s/he reaches eight (8) hours in a day, and thereafter such assignments will proceed to the next most senior driver in a like manner and so on throughout the seniority list. "Special needs assignments" and "early out pickups" are defined here as those assignments which involve a small group of children or one child, occur at odd hours, are relatively permanent, and cannot be categorized as field trips.

15.5 Uniforms are required, therefore, the District shall provide, at time of hire, uniforms for all regular bus drivers; uniforms shall also be provided for the dispatcher(s) and driver trainer if requested by the dispatcher(s) or driver trainer. The number provided at time of hire will be at least five (5) complete uniforms. Replacement uniforms will be provided on an annual basis.

15.5.1 Uniform Options

A pre-approved list of uniforms and options shall be distributed to the drivers. Drivers will have the option to mix and match, up to ten (10) items from the list, for example: five (5) pants, three (3) shirts, one (1) jacket and one (1) sweater; as long as these items are within the allotted dollar amount, which includes names on uniforms. Each wheelchair bus shall have a District provided rain coat.

15.6 Failure to work on Friday because of jury duty, doctor's appointment, bereavement or authorized Union leave will not disqualify a driver from taking overtime trips on Saturday, Sunday or holidays.

15.7 **Winter Break, Spring Break and Summertime Work**

Selection of drivers for winter break, spring break, and summertime work shall be made by seniority order. All trip assignments shall be assigned and rotated, (through the entire list of drivers) by seniority order, with the most senior driver, in that week's rotation, receiving the longest trip assignment(s). If a driver is assigned a trip during this period, the trip shall not be re-assigned to another driver, without notifying the first driver.

15.7.1 Any long-term work will be offered on a seniority basis with the senior driver receiving the longest work assignment(s).

15.8 Out of District students whose vacation schedules are in conflict with the District shall be picked up in the following manner:

15.8.1 Entire routes (i.e., University and Venado) shall be driven by the regular driver whose vacation schedule will be adjusted to fit the school's schedule.

15.8.2 Individual students (i.e., students attending an out of District school and are added to a route on an individual basis) will be done by the regular route driver. If the driver chooses to go on vacation, the time will be added to assigned trips.

15.9 The District shall provide a dispatcher to be on duty during the normal operation of the work day. These duties are to be performed by a qualified AFSCME member or management.

15.10 Drivers who are required to take a bi-annual physical (DMV, DL51A), shall be compensated as needed, not to exceed two hours.

15.11 Mountain trips shall not be charged against equalization hours.

ARTICLE 16: CONTRACTING OUT

16.1 Work normally performed by employees in this bargaining unit shall not be contracted out unless it can be done without transfer or layoff.

16.2 The contracting out committee shall be reinstituted as in the past.

ARTICLE 17: PROMOTION PROCEDURES

17.1 In a promotion, the District will not change the hours of the position in order to favor one (1) candidate over another.

17.2 All benefit jobs in food service shall be posted for at least ten (10) working days at all sites.

17.2.1 This posting shall be in the kitchens on a bulletin board in plain view for all employees.

17.2.2 When a Food Service I position with greater than four hours, as above, thus providing health and welfare benefits, becomes available, the vacancy will be posted for ten (10) days. If at the conclusion of the posting there are three or more eligible candidates, the vacancy shall be filled from this list and shall not open to non AUHSD employees.

ARTICLE 18: LAYOFF AND RECALL

18.1 Layoff Determinations

18.1.1 Employees subject to layoff shall be given notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff. They shall be informed of their "bumping" or displacement rights, as well as their recall or reemployment rights.

18.1.2 The reason(s) for layoff shall be for lack of work or lack of funds. A layoff is any loss of regular status, including loss of employment or voluntary demotion or reduction in hours or months of employment in lieu of loss of employment.

18.1.3 The District shall not lay off an employee for disciplinary reasons or in retaliation for the exercise of Union, legal, or constitutional rights.

18.1.4 The order of layoff within a classification shall be determined by seniority according to classification seniority. The parties agree to use "date of hire" as modified below.

18.1.4.1 Employees who have been on personal leave of absence (without pay, and other than for Maternity, Military, or Peace Corps leave) shall have their dates of hire reduced to account for periods of non-paid status.

18.1.4.2 Employees who have been reinstated following a separation from service (other than for military service or Peace Corps service) shall have their dates of hire adjusted to account for periods of non-employment.

18.1.5 The employee who has the least seniority in the classification, plus higher classifications shall be laid off first.

18.1.6 In the event of equal seniority preference shall be given to the employee with the longest total service in the District (regardless of bargaining unit), determined by original date of hire. Time as a substitute, provisional or limited term employee, time as a campus aide, or any other form of non-regular employment shall not be counted in such a tie breaker.

18.1.7 If a tie exists after counting all regular employment, preference shall then be given to the employee with the longest total seniority in the District including time as a substitute, provisional or limited term employee, and time as a campus aide or any other form of non-regular employment shall be counted as a tie breaker.

18.1.8 If a tie still exists, the Director of Human Resources, Classified and an AFSCME representative will draw lots to determine preference.

18.2 **Bumping Rights**

18.2.1 An employee who is to be laid off may exercise displacement or "bumping" rights within his/her classification in order to protect employment provided that:

18.2.1.1 The employee has more seniority in the classification plus higher classifications than the employee being displaced or bumped, and;

18.2.1.2 The employee displaces or bumps the least senior employee under the classification title with an equal work schedule.

18.2.1.3 If no such option is available, the employee being laid off may bump a less senior employee in his/her class among those employees occupying positions of less time and most nearly comparable in total assigned working time (hours for the fiscal year) to their original position. An employee displacing or bumping into a lesser work schedule shall be placed on a recall or reemployment list for his/her former work schedule for a period of sixty-three (63) months.

18.2.1.4 If an employee has no displacement or bumping rights under the classification title, he/she may displace or bump an employee in an equal or lower classification title who has the least seniority in the classification plus higher classifications provided that the employee so exercising such displacement or bumping rights has more seniority in the other classification plus all higher classifications. Employees exercising displacement or bumping rights to an equal or lower classification, have no seniority in the equal or lower classification if he/she has never served in that classification. Such employee displacing or bumping into the lower classification title shall be placed on a recall or reemployment list for his/her former classification title for a period of sixty three (63) months. If bumping to a lower classification the employee being laid off may bump a less senior employee in his/her class among those employees occupying positions of less time and most nearly comparable in total assigned working time (hours for the fiscal year) to their original position.

18.2.1.5 An employee may not bump any employee assigned a higher work schedule.

18.2.1.6 An employee who has no displacement or bumping rights or who waives the opportunity to exercise bumping rights will be laid off and will be placed on a recall or reemployment list for his/her former classification for a period of thirty-nine (39) months.

18.2.1.7 If an employee waives the opportunity to exercise displacement or bumping rights, he/she may voluntarily accept assignment into an equal or lower classification for which he/she is qualified and be placed on a recall or reemployment list for his/her former classification for a period of sixty three (63) months.

18.3 Recall or Reemployment

18.3.1 The parties agree that “recall” and “reemployment” have the same meaning. An employee on a reemployment list is still an employee of the District, albeit a laid off one. An employee on a reemployment list may accept full time or substantial employment with another employer, albeit employment which he or she must give up in order to return to the District.

18.3.2 Employees who have been laid off will be offered reemployment in vacant positions in their former classifications according to seniority. Such employees will be offered recall or reemployment while their names remain on the recall or reemployment list.

18.3.3 The District shall by certified or registered mail, offer to the employee with the highest seniority on the recall or reemployment list any vacancy to which the employee has a recall or reemployment right.

18.3.4 While a recall or reemployment list is in effect, no new employees shall be hired in classifications for which employees have recall or reemployment rights, until all employees on the recall list have first been offered and declined the position.

18.3.5 An employee on a recall or reemployment list will be given by the District one offer of full reinstatement, with two weeks to return to District employment. Offers of reinstatement to lesser time, or a lesser classification will be made each and every time something is available for that employee.

18.3.6 If an employee on lay off status is on an eligibility list he/she shall retain that position on the list until the list expires.

18.3.7 Employees on reemployment lists shall be eligible to compete in all examinations, given by the District for which they qualify by experience, ability or training. Employees on lay off status shall receive ranking and service points as if they were in current service with the District.

ARTICLE 19: SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application thereof to any employee is held by the highest court in the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

If any such decision or change in law occurs, the parties hereto shall, within ten (10) working days commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE 20: ENTIRE AGREEMENT

The District and the Union shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, neither the District nor the Union is bound by past practice unless such past practice is specifically stated in the Agreement.

AFSCME agrees that the Agreement is intended to cover all matters related to wages, hours, and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Union, without mutual agreement, will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or AFSCME at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

ARTICLE 21: PUBLICATION OF AGREEMENT

21.1 The District shall make this Agreement and updates to this Agreement available on the District website. The District will provide to employees upon request and without charge a copy of this Agreement and any changes. New employees at the time of employment will also be notified in writing of the availability of this Agreement on the District website and the right to receive a written copy.

21.2 The Union shall continue to have the opportunity to appear at orientation meetings in order to explain how the Union functions.

ARTICLE 22: REOPENER

It is understood that during years 2022-2023, and the year 2023-2024, the subjects of Article 2: Health and Welfare, and Article 11: Wages and Items Related to Wages, shall be open for negotiations. AFSCME and the District shall each have the option of opening one (1) other article of their own choice during years 2022-23 and 2023-24.

ARTICLE 23: DURATION

This Agreement concludes negotiations for 2021-22. In addition, the parties agree to a new three-year agreement effective July 1, 2021, that shall remain in full force and effect up to and including June 30, 2024, and thereafter shall continue in effect year by year until the parties negotiate a successor Agreement.

Anaheim Union High School District

By: _____

Brad Jackson

Assistant Superintendent,

Human Resources

American Federation of State, County and Municipal Employees AFL-CIO, Local 3112 (Council 36)

By: _____

Adrian Prieto

AFSCME President

LOCAL 3112 (COUNCIL 36)

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2022/2023 SALARY SCHEDULE
Effective 7/1/2022 - BOT Approved - 1/19/2023

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	FOOD SERVICE ASSISTANT I	3251.88	3382.56	3524.04	3660.12	3803.76	3961.44	4035.96	4119.12	4202.28	4284.36	Monthly
		18.46	19.19	20.03	20.79	21.61	22.53	22.94	23.41	23.86	24.33	Hourly
48	AUDITORIUM OPERATIONS ASSISTANT CUSTODIAN EVENT/FACILITY ATTENDANT	3947.40	4102.92	4251.96	4430.16	4597.56	4786.56	4858.92	4973.40	5067.36	5150.52	Monthly
		22.42	23.32	24.17	25.17	26.14	27.21	27.59	28.25	28.78	29.30	Hourly
49	ATHLETIC FACILTIES WORKER I FOOD SERVICE ASSISTANT II GROUNDS MAINTENANCE WORKER	3958.20	4118.04	4272.48	4449.60	4631.04	4816.80	4906.44	5011.20	5106.24	5203.44	Monthly
		22.49	23.41	24.27	25.27	26.29	27.39	27.86	28.47	29.02	29.60	Hourly
50	FOOD SERVICE ASSISTANT III SENIOR CUSTODIAN	4114.80	4274.64	4431.24	4610.52	4788.72	4977.72	5067.36	5169.96	5266.08	5365.44	Monthly
		23.37	24.29	25.19	26.19	27.23	28.29	28.78	29.39	29.89	30.48	Hourly
51	FOOD SERVICE ASSISTANT IV FOOD SERVICE PRODUCTION ASST WAREHOUSE WORKER-CENTRAL SERVICES WAREHOUSE WORKER-FOOD SERVICE	4153.68	4315.68	4497.12	4671.00	4861.08	5052.24	5148.36	5262.84	5358.96	5475.60	Monthly
		23.60	24.54	25.53	26.55	27.60	28.71	29.29	29.88	30.47	31.10	Hourly
52	ATHLETIC FACILITIES WORKER II FOOD SERVICE ASSISTANT III-BILING	4183.92	4366.44	4530.60	4699.08	4906.44	5101.92	5202.36	5298.48	5408.64	5520.96	Monthly
		23.76	24.83	25.75	26.71	27.86	28.99	29.59	30.10	30.75	31.38	Hourly
53A		4256.28	4422.60	4608.36	4788.72	4983.12	5177.52	5277.96	5392.44	5493.96	5612.76	Monthly
		24.18	25.15	26.17	27.22	28.30	29.43	30.02	30.62	31.23	31.89	Hourly
53	AUDITORIUM OPERATIONS TECHNICIAN EQUIPMENT OPERATOR MAINTENANCE SERVICE WORKER TECHNOLOGY SERVICES ASSISTANT	4366.44	4532.76	4714.20	4903.20	5104.08	5309.28	5408.64	5520.96	5625.72	5742.36	Monthly
		24.83	25.76	26.79	27.84	29.01	30.15	30.75	31.38	31.98	32.63	Hourly
54		4472.28	4646.16	4834.08	5027.40	5232.60	5439.96	5544.72	5657.04	5769.36	5886.00	Monthly
		25.81	26.82	27.89	29.01	30.19	31.40	31.98	32.63	33.26	33.97	Hourly
55	BUS DRIVER FOOD SERVICES PRODUCTION CENTER LEAD HEAVY EQUIPMENT OPERATOR INVENTORY CONTROL SPECIALIST SR EQUIPMENT OPERATOR SR WAREHOUSE WORKER-CENT WHSE SR WAREHOUSE WORKER-FOOD SERV	4580.28	4760.64	4950.72	5148.36	5356.80	5570.64	5677.56	5794.20	5908.68	6030.72	Monthly
		26.06	27.05	28.13	29.29	30.46	31.65	32.27	32.92	33.58	34.28	Hourly
56		4699.08	4879.44	5076.00	5277.96	5490.72	5708.88	5822.28	5942.16	6059.88	6184.08	Monthly
		27.12	28.16	29.29	30.45	31.68	32.93	33.60	34.28	34.96	35.67	Hourly

ATTACHMENT A

1/9/2023 11:59 AM

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2022/2023 SALARY SCHEDULE
Effective 7/1/2022 - BOT Approved - 1/19/2023

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
57	ATHLETIC FACILITIES TECHNICIAN	4815.72	4997.16	5200.20	5406.48	5622.48	5844.96	5968.08	6089.04	6208.92	6332.04	Monthly
	DRIVER INSTRUCTOR IRRIGATION SYSTEMS TECHNICIAN INTEGRATED PEST MANAGEMENT MAINTENANCE GLAZIER MAINTENANCE PAINTER POOL MAINTENANCE TECHNICIAN TECHNOLOGY SERVICES TECHNICIAN	27.39	28.38	29.58	30.74	31.97	33.21	33.90	34.61	35.28	36.01	Hourly
58		4931.28	5124.60	5329.80	5543.64	5763.96	5994.00	6117.12	6240.24	6363.36	6487.56	Monthly
		28.45	29.58	30.75	31.97	33.25	34.58	35.28	36.01	36.72	37.42	Hourly
59	ASSISTANT MECHANIC	5049.00	5252.04	5458.32	5676.48	5905.44	6140.88	6264.00	6391.44	6517.80	6645.24	Monthly
	ELECTRONICS TECHNICIAN EQUIPMENT REPAIR MECHANIC GRAPHIC ARTS TECHNICIAN MAINTENANCE CARPENTER MAINTENANCE FLOOR/PLASTER WORKER MAINTENANCE LOCKSMITH MAINTENANCE PLUMBER OFFSET PRESS OPERATOR SHOP EQUIPMENT REPAIR TECHNICIAN TRANSPORTATION DISPATCHER	28.70	29.84	31.01	32.26	33.57	34.89	35.60	36.32	37.05	37.76	Hourly
60	TECHNOLOGY SERVICES TECHNICIAN II	5173.20	5382.72	5593.32	5819.04	6056.64	6293.16	6419.52	6549.12	6679.80	6811.56	Monthly
		29.84	31.05	32.27	33.58	34.94	36.32	37.04	37.78	38.55	39.30	Hourly
61	AUDIO-VISUAL TECHNICIAN	5298.48	5512.32	5729.40	5962.68	6205.68	6444.36	6575.04	6706.80	6839.64	6980.04	Monthly
	INSTRUMENT REPAIR TECHNICIAN MAINTENANCE ELECTRICIAN MAINTENANCE WELDER-FABRICATOR MECHANIC TRANSPORTATION OPERATIONS SPEC	30.10	31.34	32.55	33.87	35.26	36.62	37.34	38.11	38.88	39.66	Hourly
62A		5429.16	5649.48	5871.96	6111.72	6360.12	6604.20	6739.20	6875.28	7012.44	7155.00	Monthly
		30.86	32.13	33.35	34.71	36.16	37.55	38.29	39.06	39.84	40.65	Hourly
62		5520.96	5747.76	5976.72	6216.48	6460.56	6724.08	6864.48	7001.64	7148.52	7286.76	Monthly
		31.38	32.65	33.94	35.33	36.72	38.21	39.00	39.78	40.63	41.42	Hourly
63	GRAPHIC PRODUCTION SPECIALIST	5567.40	5784.48	6015.60	6262.92	6512.40	6767.28	6905.52	7042.68	7185.24	7331.04	Monthly
	SR GRAPHIC ARTS TECHNICIAN	31.63	32.89	34.21	35.56	36.98	38.46	39.25	40.02	40.83	41.67	Hourly
64	FOOD SERVICE EQUIPMENT TECHNICIAN	5708.88	5937.84	6174.36	6420.60	6677.64	6943.32	7082.64	7224.12	7368.84	7514.64	Monthly
	HVAC ENERGY MAINT CONT SYS TECH	32.93	34.25	35.62	37.04	38.52	40.04	40.86	41.69	42.51	43.36	Hourly

ATTACHMENT A

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2022/2023 SALARY SCHEDULE
Effective 7/1/2022 - BOT Approved - 1/19/2023

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
67	NETWORK TECHNICIAN	6135.48	6381.72	6633.36	6903.36	7176.60	7462.80	7612.92	7766.28	7917.48	8080.56	Monthly
		34.85	36.26	37.69	39.23	40.78	42.41	43.25	44.13	44.99	45.91	Hourly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $618 after ten (10) years of service with AUHSD
4% plus $1839 additional after fifteen (15) years of service with AUHSD
7% plus $3,386 additional after twenty (20) years of service with AUHSD
10% plus $4,416 additional after twenty-five (25) years of service with AUHSD
12% plus $4,716 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: $161.00
Custodial Night Shift Differential: $58
Transportation Dispatch Stipend: $323

DISTRICT PROPOSAL

MEMORANDUM OF UNDERSTANDING BETWEEN THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 3112 (COUNCIL 36)

July 18, 2012

This Memorandum of Understanding ("MOU") is entered into on July 18, 2012, between the Anaheim Union High School District ("AUHSD") and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112 (Council 36) ("AFSCME").

WHEREAS, AUHSD and AFSCME have negotiated certain proposals which by this MOU they mutually agree to implement the following agreements at the present time so that these agreements will not be dependent upon ratification of a new collective bargaining agreement between the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Permanent employees in the classification of Food Service Assistant III – Bilingual will continue to receive their bilingual classification pay should they be assigned to a school not requiring their bilingual classification.

2. This MOU shall be effective August 1, 2012 and shall be in effect through June 30, 2015.

3. AFSCME withdraws its proposal at 11.11 regarding employees losing their bilingual pay.

For the District	For AFSCME, Local 3112
By: _____	By: _____
Date: 7/18/12	Date: 07/18/2012

MEMORANDUM OF UNDERSTANDING

Between the

American Federation of State, County and Municipal Employees, Local 3112 (AFSCME)

and the

Anaheim Union High School District (AUHSD)

Transportation work assignments when Equalization is contractually not in effect

AFSCME and the AUHSD agree to temporarily modify article 15.7 of our collective bargaining agreement in the following manner:

15.7 Winter Break, Spring Break, summertime work and other periods of time where the collective bargaining agreement calls for equalization to stop being in effect.

The selection of drivers for periods of time when equalization is not in effect shall be made using seniority. The most senior drivers will receive the longest trips in that rotation until all trips are assigned through the entire list of drivers. For the time equalization is not in effect there will be a continuous rotation through te "trip assignment seniority list" starting with the most senior driver, continuing through the list of drivers on the list in seniority order and ending with the shortest trip assignment being given to the least senior driver. If more trip assignments exist when the rotation through all permanent drivers has been completed, the next longest trip assignment not already assigned shall be given to the most senior driver as their second assignment, this being the driver who was offered the longest trip assignment at the beginning of the process. The rotation through the seniority list shall continue in this fashion until all trip assignments have been assigned.

As an example, if 25 trip assignments are available during a period when equalization is not in effect and 10 drivers have requested to work during this time, then the most senior driver will be assigned the longest trip, the eleventh longest trip and the twenty first longest trip. The least senior driver will be assigned the tenth and the twentieth longest trips.

This agreement is dated: January 21, 2011

Unless mutually agreed upon, this MOU sunsets June 30, 2011.

Russell Lee-Sung
Assistant Superintendent
Human Resources

Gerald Adams
President
AFSCME, AFL-CIO, Local 3112 (Council 36)

MEMORANDUM OF UNDERSTANDING BETWEEN AFSCME LOCAL 3112 AND THE DISTRICT PERTAINING TO BUS DRIVER WORK YEAR

MAY 27, 2016

The District and AFSCME agree to clarify the work year for school bus drivers.

1. Regarding Article 15 of the Agreement between the District and AFSCME, the work year over 10.1 months (184 work days) is based upon the number of regular student school days, currently 180 student instructional school days and four (4) additional work days to be scheduled by the District.

1.1 For 2015-16 only, it is understood that the last two work days will be on May 31 and June 1, 2016. (May 30 is the Memorial Day holiday.) For following school years, commencing 2016-17, the four days will be scheduled by the District. Two of these four days will be scheduled prior to the start of the instructional school year.

1.2 Work days for the summer assignment of Extended School Year (ESY) are in addition to the 184 days. The number of bus routes and work days during ESY depends upon the student enrollment in ESY and the number of instructional days. As a result, the number of bus drivers and working days each year will correspond to the number of ESY student instructional days for that year.

2. The four most senior bus drivers will be known as "senior bus drivers." The work year for the four senior bus drivers shall be 208 work days including the 184 work days for regular bus drivers, the summer assignment of ESY and five additional work days to be scheduled between the end of the regular school year and the start of ESY. In case of a resignation/retirement of a senior bus driver, then the regular bus driver having the greatest seniority will fill the vacant senior bus driver position.

3. For purposes of sick leave and vacation accrual, it is agreed that all regular bus drivers shall accrue vacation and sick leave based upon 10.1 months of service effective July 1, 2015. Regular bus drivers assigned to ESY will accrue one additional day each of vacation and sick leave per section 12.1.6(4). Since the assignment of senior bus drivers includes ESY, senior bus drivers will accrue vacation and sick leave based upon 11 months of service.

4. The District may employ up to three regular bus drivers with assignments as "cover drivers." Effective upon ratification, "cover drivers" will no longer be eligible for equalization per Section 15.3.

5. Weekend and holiday split trips will be paid a minimum of four hours for the "take" and four hours for the "return." Weekday split trips will be paid actual time worked.

6. This MOU will be included within the ratification process for the ratification of the 2015-16 Reopener Negotiations between the AFSCME membership and the Board of Trustees.

This MOU is dated: May 27, 2016

FOR THE DISTRICT

By: _____
Spencer E. Covert
Chief Spokesperson

FOR AFSCME

By: _____
Adrian Prieto
President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

American Federation of State County and Municipal Employees, Local 3112 (AFSCME)

Health and Welfare Plan Changes for 2017 Plan Year

The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in health and welfare that were recommended by the Insurance Committee on October 4, 2016. The changes are effective on January 1, 2017:

Medical Insurance

PPO

- Co-pays for generic prescriptions will increase from $5 to $7
- Co-pays for preferred brand prescriptions will increase from $15 to $25

HMO

- Co-pays for generic prescriptions will increase from $5 to $7
- Co-pays for preferred brand prescriptions will increase from $15 to $25

This MOU has no effect on any other portion of the District's benefit plan.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan, or a higher maximum District Contribution, or plan changes, the District or AFSCME may request, and the other party will agree, to re-open negotiations on health and welfare for 2017.

This Memorandum of Understanding is dated October 28, 2016, and is subject to ratification by the Board of Trustees.

Brad Jackson
Assistant Superintendent
Human Resources

Adrian Prieto
President
Local 3112, AFSCME

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
American Federation of State County and Municipal Employees, Local 3112 (AFSCME)

Health and Welfare Program Change Effective January 1, 2023

The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2023:

Medical Insurance

EPO
- Removal of the AIM Specialty Health radiology imaging review program

PPO
- Removal of the AIM Specialty Health radiology imaging review program

Prescription Coverage through Express Scripts, Inc.

- Implement Advanced Utilization Management with Advantage Plus Program (Step Therapy remains in the program)
- Upgrade the clinical management program from Advanced Utilization Management (AUM) Plus to AUM Unlimited. AUM uses Prior Authorization (PA), Step Therapy (ST), and Quantity Limit (QL) programs to gear members to the most cost effective and safe medications. AUM Unlimited adds nine (9) new drug class categories to the PA list and eight (8) new drug classes to ST list. Both PA and ST assume current utilizers will be Grandfathered.

The current maximum District contribution to the blended super composite rate is $16,244. For calendar year 2023, the maximum District contribution to the blended super composite rate will be $17,022.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: November 1, 2022

Brad Jackson (Nov 7, 2022 13:40 PST)

Brad Jackson
Assistant Superintendent
Human Resources

Adrian Prieto (Nov 7, 2022 12:39 PST)

Adrian Prieto
President
AFSCME, Local 3112

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

American Federation of State County and Municipal Employees, Local 3112 (AFSCME)

Filling Benefited Vacancies for Food Service I Positions

The following procedures shall be followed to fill benefited vacancies for Food Service I positions:

1. District's classified personnel office will prepare practical test interview questions. Eligible applicants will be current Food Service I employees. (Always same questions will be asked the applicants, credit will be given for seniority per Personnel Commission Rules)
2. The rating of the applicants will be performed by at least two Cafeteria Manager I's or II's, selected by the Director of Food Services.
3. All interviewees will be put on a "Promotion Interview List" in rank order. The "Promotion Interview List" will be valid for 12 months. At the end of 12 months a new "Promotion Interview List" will be established following these procedures.
4. The ranks provided by the Personnel Commission Director to the Director of Food Services and Assistant Director will be in accordance with the Personnel Commission Rules. The Benefited food service position will be selected from these ranks.
5. Procedures and challenges to the appointments will be handled in accordance with Personnel Commission Rules.
6. This MOU supersedes 17.2.2 of the current agreement between the District and AFSCME.
7. This MOU is subject to ratification by the parties. Its effective date shall be January 1, 2018, and will be in effect through December 31, 2020. This MOU will continue in place after 2020 subject to either party requesting reopener negotiations after December 31, 2020.

This MOU is dated: November 28, 2017

Brad Jackson	Adrian Prieto
Assistant Superintendent	President
Human Resources	AFSCME #3112

MEMORANDUM OF UNDERSTANDING
September 6, 2018

The District will maintain the status of Athletic Facility Workers through school year 2020-2021, with the exception of one Athletic Facility Worker I position. In addition, a 1 range increase for the classifications listed below shall be implemented for three and one-half years, January 1, 2018-June 30, 2021, subject to ratification of this MOU. (This MOU will also include the 1 percent increase for all classified employees represented by AFSCME effective July 1, 2017 per Article 11.1.) This 1 range increase for the below listed classifications will sunset June 30, 2021. Continuing the 1 range increase shall be subject to reopener negotiations for 2021-22.

Classification	Current Salary Range
Athletic Facilities Technician	57
Auditorium Operations Technician	53
Electronics Technician	59
Equipment Repair Mechanic	55
Food Service Equipment Technician	61
Heavy Equipment Operator	55
Instrument Repair Technician	61
Maintenance Carpenter	59
Maintenance Electrician	61
Maintenance Floor/Plaster Worker	59
Maintenance Glazier	57
Maintenance Painter	57
Maintenance Plumber	59
Maintenance Service Worker	53
Maintenance Welder/Fabricator	61
Mechanic	61
Pool Maintenance Technician	57
Senior Custodian	50
Senior Warehouse Worker – Central Warehouse	55
Senior Warehouse Worker – Nutrition Services	55
Shop Equipment Repair Technician	59
Technology Services Technician	57
Warehouse Worker – Central Services	51
Warehouse Worker – Food Service	51

By:_____
Brad Jackson
Assistant Superintendent, Human Resources

By:_____
Adrian Prieto
President, Local 3112

Memorandum of Understanding

Between the

American Federation of State, County, and Municipal Employees, Local 3112

and the

Anaheim Union High School District

June 6, 2017

GPS/Zonar tracking devices and/or Videotape Cameras

The Anaheim Union High School District (AUHSD) and the American Federation of State, County, and Municipal Employees, Local 3112, agree to the following amendments to the Collective Bargaining Agreement (CBA) between the parties concerning the effects of GPS/Zonar tracking devices and/or Videotape Cameras. Upon signing, this Memorandum of Understanding shall be fully enforceable by the parties through the grievance and arbitration procedure embodied in the current CBA between the parties.

It is also agreed between the parties that it is the intent of the parties, the next time the CBA is to be reprinted, to place the exact wording below into the CBA between the parties at 7.10 (Evaluation Procedures):

"7.10 Evidence produced by the District which does not follow the guidelines below shall not be used against an employee in a subsequent discipline or discharge hearing. If such evidence is used, then this section will be deemed to have been violated, giving the employee, through her or his union, full recourse to the grievance and the binding arbitration enforcement procedures in the CBA.

1. Data from GPS tracking devices and/or Videotape from Camera Footage controlled by the District may not be used against an employee in a subsequent discipline or discharge hearing unless a complete and full copy and enhanced copy if applicable (of the data or videotape or both) is provided both to the employee and to her or his AFSCME representatives (AFSCME Local 3112 President and Business Representative). For example, if an AUHSD maintenance vehicle is tracked by GPS, or seen by AUHSD Video Camera, at the time of an accident, the District must provide the employee driving the vehicle, and her or his representatives, full copies of the data from the GPS devices, and/or exact and full copies of the videotape from the videotape cameras, as such cameras viewed the events leading up to the accident, the accident itself, and the relevant events after the accident. The parties agree that simply providing a summary of the data from the GPS/Zonar, or clips from the videotape, or both, is not in any way in conformance with this MOU.

2. The parties agree that the GPS/Zonar device may be used to confirm time. This

provision shall not apply to the twenty (20) minute warm up time each morning or evening fifteen (15) minute period per section 15.2 of the CBA

This MOU will be recommended for ratification by both parties.

Brad Jackson
Assistant Superintendent
Human Resources

Adrian Prieto
President
AFSCME, AFL-CIO, Local 3112 (Council 36)

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (District)

and the

American Federation of State, County, and Municipal Employees, Local 3112 (AFSCME)

Bus Driver Guaranteed Hours Pilot Program, Pilot Regarding Equalization of Hours

The Anaheim Union High School District (AUHSD) and the American Federation of State, County, and Municipal Employees, Local 3112, agree to the following between the parties pertaining to the implementation of a Bus Driver Minimum Work Day Guarantee of 5 Hours.

A committee consisting of up to 4 representatives each will meet monthly, or more as needed, throughout the 2019-20 school year with the goal of developing contract language to be implemented during the 2020-21 and 2021-22 school year. During negotiations in the 2021-22 school year, there will be an automatic reopener to review the recommendations of the committee for inclusion in the collective bargaining agreement beginning with the 2022-23 school year.

- This pilot program will begin in the moth following ratification of the tentative agreement between AUHSD and AFSCME for the remainder of the 2019-20 school year and will continue as a pilot program during the 2020-21 and 2021-22 school years. The four senior bus drivers will continue their 8-hour work day.
- Bus drivers will be brought up to the minimum guaranteed hours with trips and/or related duties that will be assigned between the hours of 5:30 a.m. and 4:30 p.m.
- Drivers who turn down extra trips or related duties will have that time counted towards the minimum guarantee of hours.
- During the pilot period, the District will continue to utilize equalization language, subject to revisions recommended by the committee. The four senior, 8-hour drivers are not included in equalization except for football assignments. No senior bus driver shall receive an extra hour assignment until all drivers have had the opportunity to work an eight-hour day.
- During the pilot period, no grievance shall be filed related to Article 15.
- During the pilot program, seniority rotation, not equalization will govern work volunteered for during winter recess, Thanksgiving, spring recess holiday periods, ESY and when school is closed.

This MOU is dated September 10, 2019.

FOR THE DISTRICT

By:_____
Brad Jackson
Assistant Superintendent, Human Resources

FOR AFSCME

By:_____
Adrian Prieto
President, Local 3112

ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved on 1/19/23

EXHIBIT DD

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
18	SOCIAL WORKER	11.0	198	73,980.00	84,974.00	95,968.00	106,963.00	117,955.00	128,949.00	Annually
21	JR HIGH ASSISTANT PRINCIPAL	11.0	198	121,715.00	125,373.00	129,041.00	132,702.00	136,365.00	140,027.00	Annually
22	SR HIGH ASSISTANT PRINCIPAL INSTRUCTIONAL ANALYST PROGRAM ADMINISTRATOR I	11.0	204	133,665.00	137,330.00	140,991.00	144,650.00	148,314.00	151,978.00	Annually
24	JR HIGH PRINCIPAL	11.5	214 *	143,133.00	146,798.00	150,460.00	154,115.00	157,783.00	161,452.00	Annually
25	SR HIGH PRINCIPAL COORDINATOR	14.4	224 *	156,606.00	160,268.00	163,934.00	167,598.00	171,260.00	174,927.00	Annually
28	PROGRAM ADMINISTRATOR II	14.4	224 *	141,205.00	144,868.00	148,528.00	152,187.00	155,857.00	159,518.00	Annually
30	NURSE PRACTITIONER AUTISM SPECIALIST/GASELPA PROGRAM SPECIALIST PROGRAM SPECIALIST/GASELPA REGIONAL NURSE	11.0	200	115,312.00	118,972.00	122,638.00	126,305.00	129,966.00	133,628.00	Annually
31	BEHAVIOR SPECIALIST PSYCHOLOGIST SOCIAL WORKER LEAD	11.0	198	115,312.00	118,972.00	122,638.00	126,305.00	129,966.00	133,628.00	Annually
32	ASST DIRECTOR-PLANNING/DESIGN/CONST	14.4	224 **	122,161.00	125,785.00	129,411.00	133,037.00	136,660.00	140,292.00	Annually
33	CONSTRUCTION SERVICES ADMINISTRATOR	14.4	224**	134,061.00	137,696.00	141,339.00	144,976.00	148,612.00	152,253.00	Annually
35	DIRECTOR (CERTIFICATED)	14.4	224 *	163,261.00	166,918.00	170,591.00	174,255.00	177,920.00	181,576.00	Annually
36		14.4	224 **	133,714.00	137,376.00	141,037.00	144,698.00	148,362.00	152,024.00	Annually
36B	DIRECTOR OF RISK MANAGEMENT & INSURANCE DIRECTOR OF TRANSPORTATION	14.4	224 **	139,669.00	143,331.00	146,994.00	150,654.00	154,320.00	157,979.00	Annually
37	DIRECTOR OF FOOD SERVICES DIRECTOR OF PURCHASING & CENTRAL SERVICES PUBLIC INFORMATION MANAGER	14.4	224 **	145,625.00	149,283.00	152,949.00	156,610.00	160,275.00	163,934.00	Annually
37B		14.4	224 **	151,743.00	155,402.00	159,016.00	162,731.00	166,398.00	170,056.00	Annually
38	CONTROLLER DIRECTOR OF BUSINESS OPERATIONS DIRECTOR OF MAINTENANCE & OPERATIONS	14.4	224 **	157,861.00	161,518.00	165,191.00	168,855.00	172,520.00	176,176.00	Annually

ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved on 1/19/23

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
39	DIRECTOR PLANNING/DESIGN/CONSTRUCTION	14.4	224 **	167,222.00	171,098.00	174,986.00	178,867.00	182,748.00	186,622.00	Annually
40	CHIEF TECHNOLOGY OFFICER EXECUTIVE DIRECTOR OF FACILITIES/MAINT/OPS EXECUTIVE DIRECTOR OF FISCAL SERVICES EXECUTIVE DIRECTOR OF HUMAN RESOURCES	14.4	224 **	176,714.00	180,565.00	184,179.00	187,861.00	191,616.00	195,452.00	Annually
42	EXECUTIVE DIRECTOR OF EDUCATIONAL SERVICES	14.4	224*	187,289.00	191,038.00	194,860.00	198,759.00	202,737.00	206,793.00	Annually

*23 non-duty days excluded from work days
**excludes 23 vacation days and 14 paid holidays

Longevity -
16th-20th year - $5,533
21st-25th year - $11,069
26th-30th year - $16,600
31st year on - $16,600

Doctorate $2700

Mileage Allowance:
$216/month: Certificated Director, Senior High Principal, Coordinator, Public Information Manager
$189/month: Junior High Principal, Program Administrator II, Classified Director, Chief Technology Officer
$135/month: Senior High Assistant Principal, Psychologist, Program Specialist, Program Administrator I, Nurse Practitioner, Behavior Specialist, Social Worker Lead
$81/month: Junior High Assistant Principal

ANAHEIM UNION HIGH SCHOOL DISTRICT
CONFIDENTIAL
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved on 1/19/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
60		5,298.00	5,512.00	5,729.00	5,963.00	6,206.00	6,444.00	6,575.00	6,708.00	6,840.00	6,980.00	Monthly
61		5,586.00	5,802.00	6,018.00	6,252.00	6,493.00	6,734.00	6,866.00	6,998.00	7,130.00	7,267.00	Monthly
63	EXECUTIVE ASSISTANT HUMAN RESOURCES ASSISTANT	5,875.00	6,096.00	6,329.00	6,572.00	6,820.00	7,079.00	7,214.00	7,355.00	7,496.00	7,639.00	Monthly
67	SENIOR EXECUTIVE ASSISTANT	6,444.00	6,687.00	6,942.00	7,211.00	7,485.00	7,770.00	7,920.00	8,076.00	8,229.00	8,391.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $618 after ten (10) years of service with AUHSD
4% plus $1,839 additional after fifteen (15) years of service with AUHSD
7% plus $3,386 additional after twenty (20) years of service with AUHSD
10% plus $4,416 additional after twenty-five (25) years of service with AUHSD
12% plus $4,416 additional after thirty (30) years of service with AUHSD

ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved on 7/14/22 - Revised 1-19-23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
1		4,965.00	5,151.00	5,355.00	5,566.00	5,777.00	5,995.00	6,121.00	6,233.00	6,361.00	6,484.00	Monthly
2		5,099.00	5,283.00	5,489.00	5,697.00	5,910.00	6,128.00	6,254.00	6,366.00	6,494.00	6,618.00	Monthly
3		5,206.00	5,408.00	5,614.00	5,833.00	6,060.00	6,297.00	6,420.00	6,544.00	6,672.00	6,800.00	Monthly
4		5,338.00	5,539.00	5,747.00	5,964.00	6,195.00	6,431.00	6,550.00	6,677.00	6,803.00	6,934.00	Monthly
5	** FOOD PRODUCTION CENTER MANAGER	5,454.00	5,670.00	5,886.00	6,120.00	6,355.00	6,600.00	6,734.00	6,867.00	6,999.00	7,137.00	Monthly
6		5,430.00	5,642.00	5,861.00	6,093.00	6,332.00	6,575.00	6,707.00	6,839.00	6,974.00	7,112.00	Monthly
7	WAREHOUSE SUPERVISOR	5,694.00	5,913.00	6,144.00	6,395.00	6,641.00	6,898.00	7,036.00	7,174.00	7,314.00	7,456.00	Monthly
8	COMMUNITY SCHOOLS COORDINATOR	5,851.00	6,075.00	6,303.00	6,549.00	6,801.00	7,053.00	7,192.00	7,333.00	7,473.00	7,616.00	Monthly
9	GARAGE SUPERVISOR (Until 8/31/22)	5,968.00	6,204.00	6,449.00	6,700.00	6,966.00	7,233.00	7,376.00	7,523.00	7,670.00	7,821.00	Monthly
11		6,265.00	6,510.00	6,762.00	7,031.00	7,303.00	7,591.00	7,744.00	7,895.00	8,048.00	8,209.00	Monthly
12	COMMUNITY SCHOOLS MANAGER FAMILY & COMMUNITY ENGAGEMENT MANAGER LANGUAGE ASSESSMENT CENTER SUPERVISOR	6,418.00	6,669.00	6,929.00	7,204.00	7,485.00	7,779.00	7,935.00	8,091.00	8,249.00	8,412.00	Monthly
13	* DISTRICT & COMMUNITY USE MANAGER GARAGE SUPERVISOR (Effective 9/1/22) GRAPHIC PRODUCTION MANAGER	6,572.00	6,828.00	7,096.00	7,375.00	7,667.00	7,966.00	8,122.00	8,284.00	8,449.00	8,613.00	Monthly
14	CREDENTIALS ANALYST EMPLOYEE RELATIONS ANALYST FOOD SERVICES OPERATIONS SUPERVISOR HUMAN RESOURCES ANALYST	6,749.00	7,012.00	7,287.00	7,575.00	7,874.00	8,182.00	8,343.00	8,507.00	8,677.00	8,846.00	Monthly
15		6,927.00	7,196.00	7,479.00	7,775.00	8,082.00	8,396.00	8,562.00	8,732.00	8,904.00	9,078.00	Monthly
16		7,103.00	7,380.00	7,671.00	7,974.00	8,290.00	8,613.00	8,781.00	8,956.00	9,131.00	9,313.00	Monthly
17	TRANSPORTATION SUPERVISOR	7,291.00	7,579.00	7,878.00	8,187.00	8,510.00	8,846.00	9,020.00	9,198.00	9,379.00	9,564.00	Monthly
18	* EDUCATION TECHNOLOGY SUPERVISOR	7,482.00	7,779.00	8,085.00	8,402.00	8,737.00	9,078.00	9,260.00	9,441.00	9,626.00	9,816.00	Monthly

ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved on 7/14/22 - Revised 1/19/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
19		7,672.00	7,977.00	8,292.00	8,617.00	8,960.00	9,313.00	9,498.00	9,682.00	9,873.00	10,068.00	Monthly
20	OPERATIONS MANAGER PAYROLL MANAGER	7,807.00	8,118.00	8,440.00	8,776.00	9,126.00	9,489.00	9,677.00	9,869.00	10,062.00	10,264.00	Monthly
21	ACCOUNTING MANAGER BUDGET MANAGER OCCUPATIONAL THERAPIST PROJECT MANAGER - FACILITIES & PLANNING	7,942.00	8,260.00	8,590.00	8,931.00	9,291.00	9,663.00	9,856.00	10,054.00	10,255.00	10,459.00	Monthly
22	ENERGY MANAGER *MAINTENANCE MANAGER	8082.00	8406.00	8742.00	9088.00	9454.00	9832.00	10029.00	10231.00	10435.00	10643.00	Monthly
24		8,361.00	8,696.00	9,043.00	9,405.00	9,780.00	10,173.00	10,377.00	10,584.00	10,797.00	11,011.00	Monthly
25	*ASSISTANT DIRECTOR - FOOD SERVICES	8,508.00	8,850.00	9,203.00	9,571.00	9,953.00	10,351.00	10,558.00	10,770.00	10,987.00	11,205.00	Monthly
26	ASSISTANT DIRECTOR - MAINT & OPERATIONS NETWORK & PROGRAM MANAGER	8,654.00	9,002.00	9,361.00	9,736.00	10,126.00	10,529.00	10,740.00	10,954.00	11,176.00	11,398.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $618 after ten (10) years of service with AUHSD
4% plus $1839 additional after fifteen (15) years of service with AUHSD
7% plus $3,386 additional after twenty (20) years of service with AUHSD
10% plus $4,416 additional after twenty-five (25) years of service with AUHSD
12% plus $4,416 additional after thirty (30) years of service with AUHSD

* Overtime Exempt
** Ten Month Employees

ANAHEIM UNION HIGH SCHOOL DISTRICT
CONTRACTED EMPLOYEES
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved on 1/19/23

EXHIBIT EE

Position Title	SALARY	
SUPERINTENDENT	328,935.00	ANNUALLY
ASSISTANT SUPERINTENDENT CHIEF ACADEMIC OFFICER COUNSEL	241,322.00	ANNUALLY

Jotform and Anaheim Union High School District

ADDENDUM 1 TO SOFTWARE SERVICE AGREEMENT

This Addendum ("Addendum") is effective as of the date of the final signature on this Addendum and is entered into by and between Anaheim Union High School District ("Customer" or "you") and Jotform Inc. ("Jotform"), as an extension to the Software Service Agreement signed by the Parties on February 10, 2022. All terms and conditions of the Agreement remain in effect, except for the following:

1) Number of standard users licensed increases from 5 to 10
2) Add 5 bundles of Data Only Users (10 per bundle)
3) Attachment 1, Term clause is modified as follows: "This agreement is extended for one year, to expire at the third anniversary of the final signature on the Agreement."

Renewal Costs (all amounts in USD):

Number of Standard Users:	10
Cost Per User:	$79.00/month
Educational Discount	30%
Number of Data Only User Bundles:	5
Cost per bundle of 10 data-only users:	$299/month
Term:	12 months
Total Cost:	**$24,576.00**

Signatures

The individuals executing this Addendum represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Customer		**Jotform Inc.**	
Name:	Nancy Nien, Ph.D.	Name:	Tolga Sakman
Title:	Assistant Superintendent, Business	Title:	VP Enterprise
Date:		Date:	12/08/2022
Signature:		Signature:	Tolga Sakman

Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction	
Quantity	**Description**
1	Bookcase (Metal)
2	Cabinet, Storage (Metal)
2	Cabinet, Storage (Wood)
2	Charging Cable Box
1	Charging Cart
485	Chromebook
249	Computer Desktop
11	Computer iMac
7	Computer Keyboard
145	Computer Laptop
125	Computer Monitor
4	Computer, MacBook
1	Credenza
1	Distiller, Water Science
40	Document Camera
1	Dryer
6	File Cabinet (4 DWR)
1	File Cabinet (5 DWR)
1	Hot Plate
165	Laptop Stream
3	Mail Slot Cabinet
119	Printer
7	Printer, 3D
47	Projector
15	Projector, Overhead
2	Refrigerator
1	Scale, Balance Analytical
5	Scanner
2	Server, Computer
2	Stove
3	Table
1	Table Conference
8	Television
4	VHS Player
1	Washer

Declaring Certain Books as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
Library					
Library Books Misc.	180	Outdated	Fair	Obsolete	No To Be Sold
History					
A History of Western Society, 11th Edition	180	Outdated	Fair	Obsolete	No To Be Sold
American Journal	39	Outdated	Fair	Obsolete	No To Be Sold
Math					
Algebra 1	1	Outdated	Fair	Obsolete	No To Be Sold
Mathematics Course 2-TE	1	Outdated	Fair	Obsolete	No To Be Sold
Science					
California Physical Science	45	Outdated	Fair	Obsolete	No To Be Sold
Focus on Physical Science	1	Outdated	Fair	Obsolete	No To Be Sold
Life Science-Ate	1	Outdated	Fair	Obsolete	No To Be Sold
Spanish					
Temas - 2014 Edition	92	Outdated	Fair	Obsolete	No To Be Sold
World Language					
Exploring French	1	Outdated	Fair	Obsolete	No To Be Sold

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

EXHIBIT II

BOARD OF TRUSTEES MEETING 01/19/2023 **FROM 12/05/2022 TO 01/08/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64C0098	**AC POWER 1 INC**	**1,974.00**	1,974.00	0122240081 5610	MA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
S64R1032	**AC POWER 1 INC**	**2,300.00**	2,300.00	0142231081 5610	OXFORD/ELECTRIC/MO / REPAIRS/MAINT - O/S
S64T0299	**ACCO BRANDS INC.**	**499.00**	499.00	0137000010 5610	SY/INSTR / REPAIRS/MAINT - O/S SERVICES
S64T0316	**ACCO BRANDS USA LLC DBA GBC**	**2,386.93**	2,386.93	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0317	**ACCO BRANDS USA LLC DBA GBC**	**1,895.93**	1,895.93	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
S64R0962	**ADA SPORTS BADMINTON AND TENNI**	**2,406.57**	2,406.57	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R0910	**ADVANTAGE WEST INVESTMENT ENTE**	**2,675.07**	2,675.07	0111221081 4410	OPERATIONS - CUSTODIAL / EQUIPMENT -
S64T0329	**AIRWOLF 3D**	**142.23**	142.23	0122393010 4310	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64S0089	**AMERICAN SANITARY SUPPLY INC**	**3,366.98**	3,366.98	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64X0455	**AP EXAMINATIONS**	**550,000.00**	550,000.00	0152152030 4310	PUPIL TEST/TEST / INSTRUCTIONAL MATL &
S64T0330	**APPLE INC**	**234.90**	234.90	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
S64T0331	**APPLE INC**	**2,434.81**	2,434.81	0125393010 4410	KA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
S64T0341	**APPLE INC**	**1,392.20**	1,392.20	0138385010 4410	BA/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
S64T0353	**APPLE INC**	**3,598.85**	3,598.85	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0332	**ARCHIVESOCIAL**	**7,188.00**	7,188.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
S64S0085	**ARCMATE MANUFACTURING CORP.**	**1,970.58**	1,970.58	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64R0977	**ASPHALT FABRIC AND ENGINEERING**	**3,802,699.00**	530,308.00	0128230081 6165	CY/GENERAL/MO / SITE CONSTRUCTION
			1,530,864.00	1420731185 6165	AN/MEASURE H/FAC ACQ / SITE CONSTRUCTION
			1,000,000.00	1428731185 6165	CY/MEASURE H/FAC ACQ / SITE CONSTRUCTION
			741,527.00	2721731185 6165	WE/BOND SERIES 2019 - MEAS H / SITE
S64T0344	**AUDIO RESOURCE GROUP INC**	**510.74**	510.74	0135381110 4310	DA/TITLE I - PARENTING / INSTRUCTIONAL MATL &
S64A0180	**AUGUSTIN EGELSEE LLP**	**10,750.00**	10,750.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
S64R0972	**AZTEC SHIELD COMPANY**	**11,822.25**	11,822.25	0125000910 4410	KA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 01/19/2023 **FROM 12/05/2022 TO 01/08/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64T0297	**B AND H PHOTO VIDEO INC**	**1,894.85**	1,894.85	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
S64T0298	**B AND H PHOTO VIDEO INC**	**834.21**	834.21	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64T0303	**B AND H PHOTO VIDEO INC**	**1,002.63**	1,002.63	0127385010 4310	KE/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64T0305	**B AND H PHOTO VIDEO INC**	**472.80**	472.80	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64T0314	**B AND H PHOTO VIDEO INC**	**122.84**	122.84	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0322	**B AND H PHOTO VIDEO INC**	**4,313.71**	3,776.04	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			537.67	0121000910 4410	WE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0323	**B AND H PHOTO VIDEO INC**	**504.31**	504.31	0123381110 4310	SAVANNA/TITLE I/PARENTING / INSTRUCTIONAL
S64T0325	**B AND H PHOTO VIDEO INC**	**1,950.72**	1,950.72	0132000910 4410	OR/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0340	**B AND H PHOTO VIDEO INC**	**86.19**	86.19	0123393010 4310	SA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64T0345	**B AND H PHOTO VIDEO INC**	**160.55**	160.55	0123393010 4310	SA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64T0349	**B AND H PHOTO VIDEO INC**	**2,624.75**	1,514.00	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
			1,110.75	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0351	**B AND H PHOTO VIDEO INC**	**1,180.56**	1,180.56	0117393021 4320	INSTR SVC/VEA-2B/SUPV INST / OTHER OFFICE/MIS
S64T0352	**B AND H PHOTO VIDEO INC**	**484.44**	484.44	0132381010 4310	OR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
S64R0982	**BACH COMPANY, THE**	**7,667.93**	7,667.93	0117751110 4310	IS/DUAL ENROLLMENT/INSTR / INSTRUCTIONAL
S64R1001	**BACH COMPANY, THE**	**1,455.45**	1,455.45	0168381010 4310	GI/TITLE I/INSTR / INSTRUCTIONAL MATL & SUPPLI
S64X0462	**BALL JR HIGH SCHOOL**	**2,000.00**	2,000.00	0138751640 5810	BA/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
S64C0095	**BARKSHIRE LASER LEVELLING INC**	**1,900.00**	1,900.00	0148222081 5610	HANDEL/OPERATIONS-GROUND/MO /
S64R0975	**BARNES AND NOBLE**	**524.60**	524.60	0124000910 4210	LO/LCFF-CONCENTRATION/INSTR / BOOKS AND
S64R0991	**BARNES AND NOBLE**	**993.80**	993.80	0125381010 4210	KA/ECIA1/INSTR / BOOKS AND REFERENCE
S64R1034	**BAVCO**	**5,531.91**	372.21	0142230081 4355	OXFORD/GENERAL/MO / MAINTENANCE SUPPLIES
			5,159.70	0142230081 4410	OXFORD/GENERAL/MO / EQUIPMENT -

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S64R0909	**BLICK ART MATERIALS LLC**	**621.66**	621.66	0128073010 4310	CY/ART HISTORY/INSTR / INSTRUCTIONAL MATL &
S64R0940	**BLICK ART MATERIALS LLC**	**656.17**	656.17	0127385010 4310	KE/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R0946	**BLICK ART MATERIALS LLC**	**292.56**	292.56	0135489510 4310	DA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
S64R0947	**BLICK ART MATERIALS LLC**	**207.91**	207.91	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R0990	**BLICK ART MATERIALS LLC**	**318.63**	318.63	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64T0339	**BLUUM USA INC.**	**594.78**	594.78	0123393010 4410	SA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZED
S64T0304	**BORDERLAN SECURITY**	**137,119.00**	1,346.88	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT - NON-CAPITALIZED
			5,528.12	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
			130,244.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
S64T0310	**BREEZIN' THRU INC**	**570.00**	570.00	0121000910 5880	WE/LCFF-CONCENTRATION/INSTR / OTHER
S64R0953	**BSN SPORTS LLC**	**4,719.43**	4,719.43	0121385010 4310	WE/TITLEIV/INSTR / INSTRUCTIONAL MATL &
S64R0921	**BULK BOOKSTORE**	**740.90**	740.90	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R0997	**BUREAU OF EDUCATION AND RESEAR**	**279.00**	279.00	0138000910 5210	BA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R0918	**CADA CENTRAL**	**435.00**	435.00	0124025040 5210	LOARA/ASB/ANCIL / TRAVEL AND CONFERENCE
S64R0998	**CADA CENTRAL**	**585.00**	585.00	0138000910 5210	BA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R1000	**CADA CENTRAL**	**1,170.00**	1,170.00	0132000910 5210	OR/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R0967	**CALIFORNIA PLUMBING PARTS**	**5,051.02**	1,457.60	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE
			3,593.42	0110239081 4410	MAINTENANCE/PLUMB/MO / EQUIPMENT -
S64R0957	**CAMFEL PRODUCTIONS**	**1,475.00**	1,475.00	0138000910 5880	BA/LCFF-CONCENTRATION/INSTR / OTHER
S64T0313	**CARNEGIE LEARNING INC.**	**2,734.30**	2,734.30	0117468010 4210	IS/LOTTERY/INSTR / BOOKS AND REFERENCE
S64C0100	**CASE AND SONS CONSTRUCTION INC**	**2,400.00**	2,400.00	0131237081 5610	BR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
S64R0936	**CASE AND SONS CONSTRUCTION INC**	**5,200.00**	5,200.00	0150237081 5610	ADMIN/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
S64R0927	**CBDA**	**220.00**	220.00	0153385021 5210	SP/TITLE IV,PART A/SUPV INSTR / TRAVEL AND

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S64R0999	**CBDA**	**220.00**	220.00	0124000910 5210	LO/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64T0321	**CDW GOVERNMENT INC.**	**16,964.52**	16,964.52	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
S64T0333	**CDW GOVERNMENT INC.**	**140.08**	140.08	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
S64R1004	**CENGAGE LEARNING**	**2,225.00**	2,225.00	0122381010 4310	MA/ECIA1/INSTR / INSTRUCTIONAL MATL &
S64R1024	**CENGAGE LEARNING**	**1,586.81**	1,586.81	0117751110 4210	IS/DUAL ENROLLMENT/INSTR / BOOKS AND
S64T0306	**CENGAGE LEARNING**	**750.00**	750.00	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
S64R1008	**CHROMARK CORP.**	**865.24**	865.24	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
S64C0096	**CLEAN OUT KINGS**	**6,180.00**	6,180.00	0134239081 5610	WA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
S64S0087	**COMPLETE OFFICE OF CA**	**8,663.10**	8,663.10	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64S0088	**COMPLETE OFFICE OF CA**	**5,947.80**	5,947.80	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64T0311	**CSM CONSULTING INC.**	**27,600.00**	27,600.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
S64R0955	**CUE INC.**	**400.00**	400.00	0140000910 5210	SO/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R0956	**CULVER NEWLIN**	**994.57**	485.65	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
			508.92	0115115021 4410	EDUCATION/SUPV INST / EQUIPMENT -
S64R1031	**CULVER NEWLIN**	**705.98**	705.98	0104104172 4410	HR/ACCOMMODATIONS/OTHR ADMIN / EQUIPMENT
S64R0929	**DALAN, DANIELLE**	**1,300.00**	1,300.00	0147177072 5230	RISK MANGMNT/GENERAL ADMIN / REIMBURSABL
S64R1025	**DECKER INC**	**1,113.27**	1,113.27	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R0988	**DEMCO INC**	**105.59**	105.59	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R0932	**DEPARTMENT OF INDUSTRIAL RELAT**	**75,154.47**	75,154.47	6800680060 5811	WORKERS COMP/ENTERP / ADMIN FEE - WORKERS
S64R0933	**EWING IRRIGATION PRODUCTS**	**960.55**	960.55	0111222081 4410	OPERATIONS - GROUNDS / EQUIPMENT -
S64R0960	**EZ FLEX SPORT MATS**	**5,623.20**	5,623.20	0125025040 4410	KA/ASB/ANCIL / EQUIPMENT - NON-CAPITALIZED
S64R0993	**FLINN SCIENTIFIC INC**	**69.08**	69.08	0124252011 4310	LO/MILD MODERATE/SE SEP CL/NSE /
S64R1022	**FLINN SCIENTIFIC INC**	**289.74**	289.74	0121032010 4310	WESTERN/BIOLOGY/INSTR / INSTRUCTIONAL MATL

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S64T0324	**FREESTYLE PHOTOGRAPHIC SUPPLIE**	**2,186.25**	2,186.25	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64A0182	**FRONTLINE EDUCATION**	**8,802.00**	8,802.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
S64R1015	**FULLERTON JOINT UNION HS DISTR**	**125.00**	125.00	0127000910 5880	KE/LCFF-CONCENTRATION/INSTR / OTHER
S64R0987	**GANAHL LUMBER CO**	**1,286.55**	1,286.55	0117913510 4310	INST SVC/MACC/INSTRUCTION / INSTRUCTIONAL
S64R0937	**GIANNELLI ELECTRIC INC.**	**1,317.00**	1,317.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
S64R1028	**GRAINGER**	**1,038.54**	1,038.54	0127231081 4410	KE/ELECTRIC/MO / EQUIPMENT - NON-CAPITALIZED
S64R0930	**GRAY STEP SOFTWARE INC**	**465.00**	465.00	0140000910 5210	SO/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R0941	**GRAY STEP SOFTWARE INC**	**465.00**	465.00	0144000910 5210	LEX/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R1013	**GRAY STEP SOFTWARE INC**	**1,395.00**	1,395.00	0131000910 5210	BR/LCFFF-CONCENTRATION/INSTR / TRAVEL AND
S64R0966	**HALDEMAN INC.**	**2,571.04**	540.23	0125235081 4355	KA/HVAC/MO / MAINTENANCE SUPPLIES
			2,030.81	0125235081 4410	KA/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
S64R1007	**HERK EDWARDS INC.**	**4,714.06**	4,714.06	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
S64R1033	**HILLYARD FLOOR CARE SUPPLY**	**258.95**	258.95	0110221081 4347	OPERATIONS / CUSTODIAL / OPERATIONS SUPPLIES
S64R1027	**HORIZON**	**19,162.26**	538.75	0144222081 4355	OPERATIONS - GROUNDS / MAINTENANCE SUPPLIES
			18,623.51	0144222081 4410	OPERATIONS - GROUNDS / EQUIPMENT -
S64S0086	**IMAGE APPAREL FOR BUSINESS**	**2,910.75**	2,910.75	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64T0301	**INTELESYSONE INC.**	**2,079.28**	2,079.28	0119283011 4410	SYS/INSTR / EQUIPMENT - NON-CAPITALIZED
S64T0302	**INTELESYSONE INC.**	**222.12**	222.12	0127000010 4320	KE/INSTR / OTHER OFFICE/MISC SUPPLIES
S64T0315	**INTELESYSONE INC.**	**474.06**	474.06	0138140027 4320	BALL/SCH ADM/SCH ADM / OTHER OFFICE/MISC
S64T0326	**INTELESYSONE INC.**	**82,028.00**	82,028.00	0108750477 5610	IT/TECHNOLOGY/DATA PROCESSING /
S64R0915	**INTERNATIONAL HOUSE OF MUSIC I**	**2,176.12**	2,176.12	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
S64T0336	**IXL**	**6,210.00**	6,210.00	0119283039 5880	SYS/OTHER PUPIL / OTHER OPERATING EXPENSES
S64R0952	**J AND A FENCE**	**13,690.00**	13,690.00	0125232081 5610	KA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES

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S64R0984	**J.W. PEPPER AND SON INC.**	**737.78**	737.78	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1018	**J.W. PEPPER AND SON INC.**	**1,052.29**	1,052.29	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64X0456	**J.W. PEPPER AND SON INC.**	**500.00**	500.00	0120007010 4310	ANAHEIM/INS MUS/INSTR / INSTRUCTIONAL MATL
S64X0458	**J.W. PEPPER AND SON INC.**	**2,000.00**	2,000.00	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R0939	**JM AND J CONTRACTORS**	**14,950.00**	14,950.00	0168230081 5610	GI SOUTH/GENERAL/MO / REPAIRS/MAINT - O/S
S64R1029	**JOHNSON CONTROLS**	**1,222.00**	1,222.00	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
S64R0922	**JUNIOR LIBRARY GUILD**	**952.63**	952.63	0135381010 4210	DALE/ECIA1/INSTR / BOOKS AND REFERENCE
S64R0926	**JUNIOR LIBRARY GUILD**	**3,295.10**	3,295.10	0135000910 4210	DA/LCFF-CONCENTRATION/INSTR / BOOKS AND
S64R0970	**JUNIOR LIBRARY GUILD**	**999.52**	999.52	0132381010 4210	OR/ECIA1/INSTR / BOOKS AND REFERENCE
S64T0335	**KAHOOT! AS**	**216.00**	216.00	0122393010 5880	MA/VEA-2B/INSTR / OTHER OPERATING EXPENSES
S64X0457	**KATELLA HIGH SCHOOL**	**20,000.00**	20,000.00	0125028040 5810	KA/ATHLET/ANCILLARY / NON-INSTRUCTIONAL
S64A0181	**KERN COUNTY SUPERINTENDENT OF**	**2,200.00**	2,200.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
S64R1006	**KIRBRE ENTERPRISES INC**	**3,370.07**	36.37	0127546510 4310	KE/SWP K12 PATH(ROUND 2)/INST / INSTRUCTIONAL
			2,704.60	0127546510 4410	KE/SWP K12 PATH(ROUND 2)/INST / EQUIPMENT -
			629.10	0127546510 5880	KE/SWP K12 PATH(ROUND 2)/INST / OTHER
S64T0287	**KUTA SOFTWARE**	**284.00**	284.00	0125381010 5880	KA/ECIA1/INSTR / OTHER OPERATING EXPENSES
S64C0097	**KYA SERVICES**	**38,395.75**	38,395.75	0131233081 5610	BR/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
S64R1012	**KYA SERVICES**	**389.19**	389.19	0110233081 5610	MAINTENANCE/FLOOR/MO / REPAIRS/MAINT - O/S
S64R1019	**LAGUNA CLAY CO.**	**1,313.65**	1,313.65	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64T0309	**LAMPO GROUP LLC, THE**	**3,270.00**	3,270.00	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R0989	**LIBRARY STORE INC., THE**	**148.52**	148.52	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0342	**LRP PUBLICATIONS**	**17,182.00**	17,182.00	0119283039 5880	SYS/OTHER PUPIL / OTHER OPERATING EXPENSES
S64R0944	**MACKIN LIBRARY MEDIA**	**3,000.00**	3,000.00	0135000910 4210	DA/LCFF-CONCENTRATION/INSTR / BOOKS AND

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S64R0973	**MACKIN LIBRARY MEDIA**	**1,077.50**	1,077.50	0132381010 4210	OR/ECIA1/INSTR / BOOKS AND REFERENCE
S64R0974	**MACKIN LIBRARY MEDIA**	**1,616.75**	1,616.75	0135000024 4210	DALE /L M T / BOOKS AND REFERENCE MATERIAL
S64R0978	**MACKIN LIBRARY MEDIA**	**1,268.62**	1,268.62	0140000910 4210	SO/LCFF-CONCENTRATION/INSTR / BOOKS AND
S64S0090	**MAINTEX INC.**	**5,710.67**	5,710.67	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64R0934	**MCWIL SPORTS SURFACES INC**	**1,064.00**	1,064.00	0144220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
S64R0994	**MD INSTALLATIONS INT'L INC.**	**943.00**	943.00	0128000010 5610	CY/INSTR / REPAIRS/MAINT - O/S SERVICES
S64A0183	**MGT EH&A INVESTOR LLC**	**97,800.00**	97,800.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
S64R0985	**MICHAELS**	**51.18**	51.18	0117752221 4320	INSTR SVC/MECCA/INSTR SUPV / OTHER OFFICE/MI
S64R0986	**MICHAELS**	**394.10**	394.10	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64X0463	**MICHAELS**	**2,000.00**	2,000.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0350	**MICHAELS STORES INC & SUBS**	**537.67**	537.67	0134393010 4410	WA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZE
S64R0931	**MIKE ELAM CONSTRUCTION**	**2,053.72**	2,053.72	0131236081 4410	BR/LOCKS/MO / EQUIPMENT - NON-CAPITALIZED
S64R0935	**MONTGOMERY HARDWARE CO.**	**1,783.18**	258.18	0137230081 4355	SY/GENERAL/MO / MAINTENANCE SUPPLIES
			1,525.00	0137230081 5610	SY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
S64R0954	**MONTGOMERY HARDWARE CO.**	**30,270.75**	30,270.75	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
S64A0185	**MUNYOUNG SEO**	**8,000.00**	8,000.00	0119283011 5880	SYS/INSTR / OTHER OPERATING EXPENSES
S64R0979	**MUSIC AND ARTS CENTER**	**1,493.09**	1,493.09	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTION/
S64X0459	**MUSIC AND ARTS CENTER**	**2,000.00**	2,000.00	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R0920	**MUSIC THEATER INTERNATIONAL**	**5,034.35**	431.00	0127000910 5620	KE/LCFF-CONCENTRATION/INSTR /
			4,172.35	0127385010 4410	KE/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
			431.00	0127385010 5620	KE/TITLE IV/INSTR / RENTALS/OPERATING LEASES
S64R1005	**NASCO**	**1,120.85**	1,120.85	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R0992	**NEXT LEVEL HVAC ENERGY MANAGEM**	**9,869.00**	9,869.00	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S

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S64R0938	**O'REILLY AUTO PARTS**	**5,418.01**	5,418.01	0179113036 4410	GARAGE/TRANS-REG ED/TRANSPORT / EQUIPMENT
S64R0924	**OCAD ASSOCIATION**	**1,364.00**	1,364.00	0127086010 5880	KE/ACADEMIC DECATHALON / OTHER OPERATING
S64R1010	**OCAD ASSOCIATION**	**1,100.00**	1,100.00	0122000910 5880	MA/LCFF-CONCENTRATION/INSTR / OTHER
S64A0175	**OCDE**	**1,300,000.00**	1,300,000.00	0119255092 7141	HEARING/TRANSFER BETWEEN AGNCY /
S64A0176	**OCDE**	**400,000.00**	400,000.00	0119255092 7141	HEARING/TRANSFER BETWEEN AGNCY /
S64A0177	**OCDE**	**300,000.00**	300,000.00	0119255092 7141	HEARING/TRANSFER BETWEEN AGNCY /
S64R0916	**OCDE**	**387.00**	387.00	0140000910 5210	SO/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R0917	**OCDE**	**129.00**	129.00	0124000910 5210	LO/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R0942	**OCDE**	**387.00**	387.00	0144399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
S64R1014	**OCDE**	**387.00**	387.00	0135381010 5210	DALE/ECIA1/INSTR / TRAVEL AND CONFERENCE
S64R1017	**OCDE**	**129.00**	129.00	0131000910 5210	BR/LCFFF-CONCENTRATION/INSTR / TRAVEL AND
S64A0184	**ORANGE COUNTY UNITED WAY**	**25,000.00**	25,000.00	0117546521 5805	SWP K12 PATHWAY IMPR (ROUND 2) /
S64R0961	**ORTIZ, GUS**	**500.00**	500.00	0177177072 5230	RISK MANAGEMENT / REIMBURSABLE EXP
S64T0347	**PATHFUL INC**	**79,650.00**	79,650.00	0153543010 4310	SPEC PRG/ED INNV & RES/INSTR / INSTRUCTIONAL
S64T0338	**PATHWAY COMMUNICATIONS LTD**	**604.84**	604.84	0123393010 4410	SA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZED
S64R0976	**PITNEY BOWES**	**4,228.78**	4,228.78	0114114072 4347	WAREHOUSE/GENL ADM / OPERATIONS SUPPLIES -
S64R0965	**POOL SUPPLY OF ORANGE COUNTY**	**1,007.02**	267.02	0128223081 4345	OPERATION - POOL SUPPLIES / OPERATIONS
			740.00	0128223081 5610	OPERATION - POOL SUPPLIES / REPAIRS/MAINT - O/S
S64T0354	**PROVANTAGE**	**1,136.54**	1,136.54	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R0951	**QUILL CORP.**	**109.78**	109.78	0120272511 4310	AUTISM/SE SEP CL/SEV / INSTRUCTIONAL MATL &
S64R1009	**QUILL CORP.**	**852.09**	852.09	0138545010 4310	BA/AVID-DESTINATION GRADUATION /
S64T0308	**READ NATURALLY**	**1,150.00**	1,150.00	0123381010 5880	SA/TITLE I/INSTR / OTHER OPERATING EXPENSES
S64R1030	**RED HAWK SERVICES**	**2,993.00**	2,993.00	0150232081 5610	DO/FENCE/MO / REPAIRS/MAINT - O/S SERVICES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 01/19/2023 **FROM 12/05/2022 TO 01/08/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R0925	**RICE UNIVERSITY**	**875.00**	875.00	0127399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
S64X0461	**RIDDELL ALL AMERICAN**	**7,500.00**	7,500.00	0122028081 5630	MAGNOLIA/ATHLETICS/FIELD SUPP /
S64R0995	**ROGOZINSKI, JOHN**	**359.14**	359.14	0138177072 5230	RISK MANAGEMENT/GENERAL ADMIN /
S64R0919	**SCHOLASTIC INC.**	**200.61**	200.61	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R0928	**SCHOLASTIC INC.**	**416.71**	416.71	0135000910 5880	DA/LCFF-CONCENTRATION/INSTR / OTHER
S64R0968	**SCHOOL HEALTH CORPORATION**	**228.58**	228.58	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R0958	**SCHOOL SPECIALTY INC**	**1,414.87**	1,414.87	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R0969	**SCHOOL SPECIALTY INC**	**578.67**	578.67	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1016	**SCSBOA**	**200.00**	200.00	0135000910 5210	DA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64T0300	**SEHI COMPUTER PRODUCTS INC**	**416.99**	416.99	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
S64T0312	**SEHI COMPUTER PRODUCTS INC**	**9,814.23**	9,814.23	0117452550 4410	IS/CA COMM SCHOOLS (CCSPP) / EQUIPMENT -
S64T0318	**SEHI COMPUTER PRODUCTS INC**	**2,030.01**	2,030.01	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0319	**SEHI COMPUTER PRODUCTS INC**	**954.67**	954.67	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0320	**SEHI COMPUTER PRODUCTS INC**	**3,764.00**	3,764.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
S64T0327	**SEHI COMPUTER PRODUCTS INC**	**468.71**	468.71	0123393010 4310	SA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64T0328	**SEHI COMPUTER PRODUCTS INC**	**4,616.77**	266.36	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			4,350.41	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0334	**SEHI COMPUTER PRODUCTS INC**	**2,960.35**	2,960.35	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0346	**SEHI COMPUTER PRODUCTS INC**	**584.19**	584.19	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0348	**SEMA LLC**	**1,834.91**	1,834.91	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT - NON-CAPITALIZED
S64R0964	**SIGLER INC., RUSSELL**	**3,799.45**	3,799.45	0144235081 4410	LEX/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
S64R0949	**SOCALGRAD**	**691.76**	691.76	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R0950	**SOCALGRAD**	**189.64**	189.64	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER OFFICE/MIS

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 01/19/2023 **FROM 12/05/2022 TO 01/08/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1037	**SOCALGRAD**	**925.31**	247.83	0123025040 4310	SA/ASB/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
			677.48	0123140027 4320	SA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
S64X0460	**SOCALGRAD**	**6,000.00**	6,000.00	0124066027 4320	LO/GRADUATION/SCHL ADMIN / OTHER OFFICE/MIS
S64A0187	**SPEECH AND LANGUAGE**	**102,825.04**	102,825.04	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
S64A0188	**SPEECH AND LANGUAGE**	**61,730.66**	61,730.66	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
S64A0189	**SPEECH AND LANGUAGE**	**98,776.32**	98,776.32	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
S64R0912	**STAPLES ADVANTAGE**	**306.82**	306.82	0135261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
S64R0913	**STAPLES ADVANTAGE**	**70.73**	70.73	0120272511 4310	AUTISM/SE SEP CL/SEV / INSTRUCTIONAL MATL &
S64R0914	**STAPLES ADVANTAGE**	**224.12**	224.12	0114114072 4320	WAREHOUSE/GENL ADM / OTHER OFFICE/MISC
S64R0948	**STAPLES ADVANTAGE**	**138.02**	138.02	0124251511 4310	LEARN HDCP S/SE SEP CL/NSEV / INSTRUCTIONAL
S64R0963	**STAPLES ADVANTAGE**	**937.24**	937.24	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
S64X0464	**STAPLES ADVANTAGE**	**3,000.00**	3,000.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1021	**STAPLES TECHNOLOGY SOLUTIONS**	**91.78**	91.78	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1011	**STATE OF CALIFORNIA**	**450.00**	450.00	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
S64A0179	**SUNDGREN, VICKI R.**	**500.00**	500.00	0153385010 5880	SP/TITLE IV, PART A/INSTR / OTHER OPERATING
S64R0980	**SWEETWATER**	**727.31**	727.31	0120385010 4410	AN/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZ
S64R0981	**SWEETWATER**	**615.88**	615.88	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1002	**SWEETWATER**	**2,370.49**	2,370.49	0120385010 4410	AN/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZ
S64R1003	**SWEETWATER**	**1,406.14**	1,406.14	0120385010 4410	AN/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZ
S64T0343	**SYSCLOUD INC**	**23,400.00**	23,400.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
S64R0971	**TEACHER'S DISCOVERY**	**996.06**	996.06	0132381010 4310	OR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
S64T0307	**TEACHERS' CURRICULUM INSTITUTE**	**289.00**	289.00	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R0959	**TEAM ATHLETICS**	**2,241.20**	2,241.20	0123028010 4310	SA/ATHLET/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 01/19/2023 **FROM 12/05/2022 TO 01/08/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1020	**THEATREFOLK LTD.**	**323.25**	323.25	0122385010 4310	MA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R0923	**U S BANK**	**500.00**	500.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
S64R0943	**UCI WRITING PROJECT**	**225.00**	225.00	0144399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
S64R1026	**VISION COMMUNICATIONS CO.**	**767.10**	767.10	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0355	**VIVACITY TECH PBC**	**3,113.98**	3,113.98	0108750410 4310	IT/TECHNOLOGY/INSTR / INSTRUCTIONAL MATL &
S64R1023	**W W NORTON AND CO INC**	**8,716.50**	8,716.50	0117751110 4210	IS/DUAL ENROLLMENT/INSTR / BOOKS AND
S64R0911	**WAXIE SANITARY SUPPLY**	**411.49**	411.49	0120000081 4347	ANAHEIM/MO / OPERATIONS SUPPLIES - MISC
S64A0178	**WEST ED**	**27,000.00**	27,000.00	0117469210 5805	INSTR SVC/ED EFFECTIVENESS / INSTRUCTIONAL
S64R0908	**WIPEBOOK CORP.**	**514.18**	514.18	0135901010 4310	DA/LOCAL GRANTS / INSTRUCTIONAL MATL &
S64R0996	**WIPEBOOK CORP.**	**2,549.26**	2,549.26	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0337	**ZIPGRADE LLC**	**69.90**	69.90	0127024010 5880	KE/MATH/INSTR / OTHER OPERATING EXPENSES

Fund 01 Total:	**4,387,447.19**
Fund 14 Total:	**2,530,864.00**
Fund 27 Total:	**741,527.00**
Fund 68 Total:	**75,154.47**
Total Amount of Purchase Orders:	**7,734,992.66**

EXHIBIT JJ

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **01/19/2023**

FRO **12/05/2022** **TO** **01/08/2023**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P64A0033	**TIME WARNER CABLE**	**210,755.02**	+50,918.34	0108108177 5930	INFORMATION SYSTEMS - E-RATE / INTERNET
R64R1191	**PACIFIC LOCK AND SECURITY INC**	**40,562.74**	+2,000.00	0125236081 5610	KA/LOCKS/MO / REPAIRS/MAINT - O/S SERVICES
R64R1625	**RELIABLE ICE EQUIPMENT INC**	**8,019.29**	+151.18	0142000010 4410	OXFORD/INSTR / EQUIPMENT - NON-CAPITALIZED
			+151.18	0142028040 4410	OX/ATHLET/ANCILLARY / EQUIPMENT -
			+151.19	0142235081 4410	OXFORD/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
R64S0160	**GENERAL INDUSTRIAL TOOL AND SU**	**8,760.93**	+85.21	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64T0536	**SEHI COMPUTER PRODUCTS INC**	**15,805.75**	+42.02	0135381010 4410	DALE/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
S64A0103	**BEACON DAY SCHOOL**	**99,582.82**	+25,315.22	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
S64R0544	**DEMCO INC**	**1,615.08**	-292.50	0120000910 4410	AN/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64X0011	**M COACH**	**30,000.00**	+20,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
S64X0097	**TRUCK PRO PTO SALES CORPORATIO**	**25,000.00**	+10,000.00	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BUS
S64X0115	**A 1 FENCE COMPANY**	**18,000.00**	+10,000.00	0110232081 4355	MAINTENANCE/FENCE/MO / MAINTENANCE SUPPLIES
S64X0175	**F.M. THOMAS AIR CONDITIONING I**	**10,400.95**	+400.95	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
S64X0216	**LA PALMA CLEANERS**	**3,587.50**	+587.50	0127751681 5560	KE/ATHLETICS/M & O / LAUNDRY
S64X0224	**FREESTYLE PHOTOGRAPHIC SUPPLIE**	**3,517.00**	+317.00	0127009010 4310	KE/PHOTO/INSTR / INSTRUCTIONAL MATL & SUPPLIE
S64X0312	**US AIR CONDITIONING DISTRIBUTO**	**20,000.00**	+10,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES

Fund 01 Total: **129,827.29**

Total Amount of Change Orders: **129,827.29**

VENDOR CHECK REGISTER
December 5, 2022 through January 8, 2023

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
360DTii LLC	V6414513	4310	54336.75	00182337
			27521.23	00182458
		4410	15792.59	00182337
A 1 FENCE COMPANY	V6408537	4355	2668.43	00182866
A ALVARADO PAINTING	V6406348	5610	1200.00	00182338
A AND C URGENT CARE	V6412935	5810	35.00	00182916
A LINE INC	V6409724	4410	660.00	00182339
A U H S D FOOD SERVICE DEPT	V6400023	4390	118.53	00182459
			231.93	00182795
AAA ELECTRIC MOTOR SALES	V6400033	4355	533.18	00182340
			1498.19	00182529
			591.20	00182659
			455.31	00182917
			473.35	00183001
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	49.24	00182796
AC POWER 1 INC	V6413051	5610	1974.00	00183002
ACS BILLING SERVICE	V6400072	5580	4800.06	00182660
ADI	V6400095	4355	181.00	00182797
ADVANTAGE WEST INVESTMENT ENTERP	V6412537	9320	24337.36	00182341
AGRI TURF DISTRIBUTING LLC	V6412836	4347	1550.60	00182439
			693.25	00182661
			258.21	00182918
AGUINAGA GREEN INC	V6412753	4347	3529.66	00182798
AIRGAS USA LLC	V6413792	4375	113.77	00182867
		4376	404.62	00182799
AIRSUPPLY TOOLS INC.	V6412933	4375	943.41	00182380
			2069.52	00182868
			433.70	00183003
		4387	3098.87	00182868
AJ FISTES CORPORATION	V6412395	5610	10192.60	00182973
ALBARIAN, DANIEL	V6413593	5220	60.00	00182919
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	610.94	00183032
ALL AMERICAN TROPHY ENGRAVING	V6400159	4320	698.22	00182662
			1008.54	00182800
			577.54	00182920
ALLIANCE TECHNOLOGY GROUP LLC	V6413976	5880	1869.75	00182440
ALT REV CASH FUND	V6405194	4310	2193.88	00182598
		4320	530.79	00182598
		4347	140.87	00182598
		4355	123.13	00182598
		4390	1019.13	00182598
		5880	171.60	00182598
	V6405197	4310	3670.93	00182599
		4320	1003.14	00182599
		4347	123.00	00182599
		4390	839.72	00182599
	V6405198	4199	164.30	00182600
		4310	2828.04	00182600
		4320	902.11	00182600
		4347	231.47	00182600

		4390	1249.42	00182600
		5910	9.17	00182600
ALTA LANGUAGE SERVICES INC.	V6413779	5810	1914.00	00183033
ALVAREZ, VERONICA	V6409274	5210	164.13	00182530
AMAZON WEB SERVICES INC.	V6412894	5880	14.76	00182441
AMERICAN CASUAL	V6407489	4345	7299.85	00182531
			221.98	00182869
AMERICAN VETERAN LIGHTING INC	V6413021	4355	2381.28	00182663
		4410	19588.95	00182532
AMTEC	V6411210	5810	600.00	00182921
ANAHEIM HIGH SCHOOL	V6400260	8699	725.97	00182601
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	15482.32	00182533
ANIXTER	V6400966	4355	597.10	00182922
APPLE INC	V6400319	4410	1497.79	00182460
			8596.69	00182664
ARCMATE MANUFACTURING CORP.	V6410685	9320	1970.58	00182801
AREY JONES EDUCATIONAL SOLUTIONS	V6411649	4310	48.00	00183004
		4410	12090.19	00183004
ARROW SERVICES INC	V6412839	5580	1628.67	00182534
			2305.48	00182923
ART SUPPLY WAREHOUSE	V6400350	4310	27.18	00182442
ARVIZU, MARIBEL	V6414272	5210	950.28	00182535
AT AND T	V6400374	5918	72.61	00182926
	V6406157	5918	26957.92	00182925
ATKINSON ANDELSON LOYA RUUD	V6400383	5210	179.00	00182536
		5821	17811.96	00182665
AUGUSTIN EGELSEE LLP	V6407847	5821	10750.00	00182802
AUTOMATED GATE SERVICES INC	V6414252	4355	988.05	00182342
AVILA, MONSERRAD	V6414711	5220	38.63	00182927
AVI-SPL LLC	V6408229	9320	12107.01	00182461
AWARDS BY PAUL	V6400412	4320	81.35	00183005
B AND H PHOTO VIDEO INC	V6400422	4310	13980.85	00182462
			1915.30	00182666
			3651.73	00182803
			176.54	00182870
			411.08	00183006
		4410	7945.29	00182462
			14525.28	00182803
		9320	1356.68	00182462
B AND K ELECTRIC WHOLESALE	V6400623	4355	138.53	00182443
			365.99	00182928
B AND M LAWN AND GARDEN INC	V6400423	4347	302.23	00182381
			2372.83	00182444
			465.35	00182537
			217.86	00182804
			266.81	00182929
BACH COMPANY, THE	V6407748	4310	671.11	00182463
			7667.92	00182805
BALL JR HIGH SCHOOL	V6400433	8699	197.08	00182602
BARKSHIRE LASER LEVELLING INC	V6407215	5610	1900.00	00182806
BARNES AND NOBLE	V6400450	4210	524.60	00183007
		4320	1213.09	00182667
BAVCO	V6407678	4355	958.95	00182445
			409.14	00182538
			433.94	00182930

BEACON DAY SCHOOL	V6409269	5860	91047.16	00182668
BEE BUSTERS	V6400472	5610	125.00	00182539
BELSKI, BRIAN	V6407692	5220	186.13	00182540
BEN'S ASPHALT INC.	V6406381	5610	14535.18	00182464
BEST CONTRACTING SERVICES INC.	V6409909	5610	739704.18	00182465
		6490	100978.37	00182541
BEST-VIP CHAUFFEURED WORLDWIDE	V6414620	5620	2514.72	00182343
BETTENDORF, CHRISTIE	V6405833	5880	220.00	00182466
BILLINGS, JANICE	V6402265	3701	1116.90	00182669
BISHOP INC	V6414600	5610	258662.30	00182974
BLACK AND DECKER U S INC	V6400533	4355	194.29	00182446
			345.26	00182670
BLICK ART MATERIALS LLC	V6401357	4310	632.49	00182467
			203.81	00182807
			1798.87	00183008
		9320	23.75	00183008
BLUE STAR AUTO GLASS	V6414451	4370	285.00	00182468
BONFIRE INTERACTIVE LTD	V6413207	5880	14500.00	00182808
BORDER TIRE	V6413240	4386	15712.78	00182809
BORDERLAN SECURITY	V6412867	4410	1346.88	00182671
		5610	5528.12	00182671
		5880	130244.00	00182671
BROOKHURST JUNIOR HIGH SCHOOL	V6400602	8699	131.69	00182603
BSN SPORTS	V6400615	4310	577.07	00182469
BSN SPORTS LLC	V6412536	4310	160.92	00182470
			4596.52	00182672
			385.66	00182810
		4410	655.14	00182470
			1004.07	00182672
BUDDY'S ALL STARS INC	V6406311	4310	1891.24	00182542
BUKER, APRIL	V6414267	5210	29.13	00182811
BUSWEST	V6407892	4376	47.70	00183009
C TECH CONSTRUCTION INC.	V6410905	5610	1026.32	00182812
			960.58	00182931
			1016.93	00183010
CABRERA, CANDACE	V6414734	5220	72.31	00182604
			88.13	00183011
CADA CENTRAL	V6400658	5210	435.00	00182471
			585.00	00182871
			1170.00	00182872
CAL BUILDING SYSTEMS INC	V6412620	5610	780.00	00182673
CALIFORNIA DEPARTMENT OF EDUC.	V6400688	8590	202199.33	00182344
CALIFORNIA DEPT. OF JUSTICE	V6400689	5880	2689.00	00182674
CALIFORNIA IT IN EDUCATION	V6414134	5210	1000.00	00182447
CALIFORNIA PLUMBING PARTS	V6412567	4355	1356.96	00182448
			200.98	00182543
			3772.93	00182813
			2104.53	00182932
			199.04	00183012
		4410	3593.42	00182813
CALIFORNIA STATE TEACHERS RETIRE S\	V6406204	3101	10984.22	00182472
CALIFORNIA YELLOW CAB	V6413351	5870	3093.50	00182544
CAMBEROS, MARGARITO	V6414263	5220	53.44	00182473
			39.38	00182873
CAMFEL PRODUCTIONS	V6400742	5880	1475.00	00182814

CAPISTRANO GOLF CARS INC	V6411745	5610	6923.98	00182933
CAPTURING KIDS HEARTS	V6412132	5210	295.00	00182675
CARE YOUTH CORPORATION	V6412565	5860	12905.00	00182545
CAREER LAUNCH	V6414304	4310	26533.50	00182382
		5210	20000.00	00182382
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	17.76	00182815
CARPENTER, TINA	V6413678	5210	415.91	00182816
CART MAN INC, THE	V6404668	5610	698.86	00182474
CASE AND SONS CONSTRUCTION INC	V6400796	5610	7600.00	00183034
CASILLAS, ROBYN	V6412036	5220	275.63	00182817
CASTRO, YAMILA	V6405132	4310	197.82	00182449
CBDA	V6412569	5210	220.00	00182546
			220.00	00182874
CDW GOVERNMENT INC.	V6400819	4310	1209.31	00182450
			140.08	00182605
			140.08	00183013
		4410	4279.48	00182383
			172.22	00182450
			2858.88	00182475
		5880	66230.50	00182450
			50460.00	00182547
			19396.16	00182676
CEMEX	V6404364	4355	3104.28	00182818
			3020.99	00182934
CERAMIC SHOP, THE	V6414717	4310	233.52	00182677
CERTIFIX LIVE SCAN	V6414255	5880	1100.00	00182345
			350.00	00182548
CHARACTERSTRONG LLC	V6414011	5210	1527.45	00182476
		5805	9980.00	00182384
CHAVEZ, ARACELI	V6408992	5210	118.72	00182346
			195.50	00182819
CHILDERS, KAITI	V6412258	5220	43.06	00182477
CI SOLUTIONS	V6412744	4320	4202.25	00182549
		5880	765.00	00182820
CITY AUTO TOP	V6400953	5610	443.17	00182875
CITY OF ANAHEIM	V6400957	5520	19114.57	00182347
			164783.86	00182451
			31730.32	00182550
			17.92	00182678
			35203.26	00182821
			16326.61	00182935
		5530	6835.07	00182347
			37746.14	00182451
			181.42	00182678
			17010.39	00182821
			4075.00	00182935
		5580	2947.55	00182347
			24239.57	00182451
			334.16	00182550
			6026.41	00182821
			2945.88	00182935
CITY OF BUENA PARK	V6400958	5530	3851.24	00182679
		5580	385.12	00182679
CLEAN ENERGY	V6413884	4392	360.19	00182452
CLEAN OUT KINGS	V6413766	5610	6180.00	00182822

COLLODEL, CHRISTOPHER	V6414735	5210	900.00	00182680
COLON, ELISA	V6414730	5210	225.75	00182478
COMPLETE OFFICE OF CA	V6411539	9320	5947.80	00183014
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	970.00	00182823
CONTRACT PAPER GROUP INC.	V6410661	9320	2995.46	00183035
COOKE, MARYJO	V6407036	5210	365.89	00182681
			1768.69	00183015
		5220	53.50	00182681
CORONADO OROZCO, SABINA	V6414723	5210	626.09	00182936
CORWIN PRESS INC.	V6401107	4210	554.25	00182551
COSCO FIRE PROTECTION INC	V6412879	5610	729.00	00182385
			2845.00	00182682
			1980.00	00183016
COUNTY CIRCUIT BREAKERS	V6412570	4410	1392.94	00182606
CSM CONSULTING INC.	V6409922	5810	6900.00	00182824
CULVER NEWLIN	V6411589	4310	3844.09	00182607
		4320	649.42	00182607
		4410	9314.99	00182607
CUMMING CONSTRUCTION MANAGEMENT	V6411922	5810	115395.00	00182876
CVT RECYCLING	V6407455	5580	927.02	00182552
D. HAUPTMAN CO. INC.	V6405405	9320	16887.50	00182745
DALAN, DANIELLE	V6414559	5230	1300.00	00182553
DANNIS WOLIVER KELLEY	V6411357	5821	22552.00	00182453
DAWN SIGN PRESS	V6407309	4210	9617.52	00182825
DB SERVICE CENTER LLC	V6411405	4347	93.74	00182826
			657.72	00182937
DEL SOL SCHOOL	V6411308	5860	3510.00	00182386
DIVISION OF THE STATE ARCHITECT	V6411414	5880	2149.50	00182644
DUCA, JASON	V6407065	5220	97.00	00182827
DUNN EDWARDS PAINTS	V6401448	4355	696.07	00182454
			161.70	00182828
EAST WHITTIER GLASS AND MIRROR CO I	V6413882	5610	4617.00	00182387
ECOCENTER INC.	V6414311	5805	5000.00	00182683
ECONOMY RENTALS INC	V6401478	5610	452.87	00182829
		5620	295.00	00182829
			598.62	00182938
EDEY, JOSHUA	V6414725	5210	595.00	00182348
ESCOE, BARRY	V6400453	3701	2108.10	00182684
EVERDRIVEN TECHNOLOGIES LLC	V6414531	5620	10571.25	00182479
			25684.32	00182685
EWING IRRIGATION PRODUCTS	V6401634	4355	709.82	00182554
			913.53	00182686
			691.03	00182830
			302.47	00182939
		5610	81.74	00182939
	V6407674	4410	960.55	00182940
F.M. THOMAS AIR CONDITIONING INC.	V6401651	5610	8629.40	00182975
FARMERS AND MERCHANTS BANK	V6412156	5880	9969.50	00182831
FEDEX	V6401675	5910	7.46	00182976
FENTON.OR1.LLC	V6414200	5810	14468.75	00182687
FERGUSON ENTERPRISES INC	V6409823	4355	87.88	00182349
			975.57	00182480
			679.13	00182608
		9320	0.00	00182480
			27.43	00182608

FISHER SCIENCE EDUCATION	V6401697	4310	140.29	00182609
FIVE STAR RUBBER STAMP INC	V6405116	4320	51.40	00182481
FLEET SERVICES INC	V6405625	4370	1256.53	00182877
		4376	63.72	00182877
		4385	144.30	00182877
FLINN SCIENTIFIC INC	V6401708	4310	162.08	00182388
			1834.24	00182610
			145.32	00182688
FRONTLINE EDUCATION	V6414737	5810	8801.65	00182689
FULLERTON FORD	V6414336	4370	315.34	00182878
		4385	44.93	00182878
FULLERTON JOINT UNION HS DISTRICT	V6406009	5880	125.00	00182941
FUTURE SHREDDING INC	V6414221	5610	210.00	00182762
G M BUSINESS INTERIORS	V6412498	4310	455.99	00182879
		4320	912.00	00182879
GANAHL LUMBER CO	V6401804	4310	192.99	00182880
		4355	170.62	00182389
			10657.90	00182482
			7202.62	00182645
			559.88	00182690
			602.97	00182880
			2673.82	00182942
			47.66	00183017
GARDENA VALLEY NEWS	V6401808	4310	692.14	00182420
GARY'S RADIATOR SERVICE	V6401818	4376	808.12	00182881
GAS COMPANY, THE	V6404372	5510	8403.30	00182691
			66590.08	00182832
GASTON, ANITA	V6409562	5210	169.00	00182483
GIANNELLI ELECTRIC INC.	V6401857	5610	2827.00	00182646
GILBERT HIGH SCHOOL	V6407727	8699	20.52	00182611
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	530.64	00182484
			516.82	00182692
			80.78	00182882
GLENN, JERRY	V6402322	3701	1503.00	00182693
GODFREY, RYAN	V6414739	5220	265.00	00182763
GOLDEN STATE WATER COMPANY	V6408018	5530	33336.99	00182485
			53868.74	00182883
			89.18	00182943
			4068.15	00183018
GOMEZ, DIANA	V6411742	5210	2073.57	00182486
GOPHER PATROL	V6414488	5610	300.00	00182884
			300.00	00182977
GOPHER SPORTS EQUIPMENT	V6401902	4310	3266.87	00182612
GRAINGER	V6404982	4355	909.29	00182350
			13.53	00182487
			519.27	00182694
			164.74	00182885
			362.70	00182944
GRAVES, JENNIFER	V6401917	4320	277.08	00182613
GRAVES, STEVE	V6406792	4320	277.08	00182764
GRAY STEP SOFTWARE INC	V6411851	5210	465.00	00182978
GREATER ANAHEIM SELPA	V6401927	5805	155952.91	00182833
		8311	267297.40	00182421
GROVE, KELLY A.	V6409563	5220	56.88	00182555
			34.38	00182765

GUYER, KATHLEEN	V6411049	5220	6.25	00182695
H AND H AUTO PARTS WHOLESALE	V6401967	4385	477.10	00182390
			486.55	00182886
HALL, CANDICE	V6413728	5220	54.69	00182766
HARPST, KRISTIN	V6413313	4310	557.47	00182422
HATCHER, PATTY	V6408994	5220	84.87	00182696
HAUGEN, CRAIG	V6401122	3701	1138.20	00182887
HAULAWAY STORAGE CONTAINERS INC.	V6410468	5620	145.60	00182767
HEADS UP CHECKUP INC.	V6414033	5880	8371.62	00182697
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	2125.83	00182391
			2164.58	00182768
HEATHERBROOK COACHING	V6414686	5310	725.00	00182556
HERNANDEZ, DR. ADAM	V6413751	5210	2130.95	00182834
HERNANDEZ, ROXANNA	V6413494	5210	1151.15	00182835
HILLYARD FLOOR CARE SUPPLY	V6402055	9320	335.96	00182614
HOANG, VY HUYEN	V6413272	5220	79.13	00182557
			22.56	00182769
HOLLANDER GLASS INC	V6402071	4310	585.38	00182488
HOME DEPOT CREDIT SERVICES	V6405234	4355	525.50	00182351
			735.00	00182392
			1260.46	00182489
			23.27	00182558
			235.57	00182647
			448.95	00182698
			2865.61	00182945
			1040.70	00183019
HORIZON	V6408259	4347	7185.31	00182699
HOWARD INDUSTRIES	V6402088	4355	492.74	00182979
ILLUMINATION INSTITUTE	V6412987	5805	24000.00	00182700
IMAGE APPAREL FOR BUSINESS	V6402628	4345	1107.51	00182393
IML SECURITY SUPPLY	V6414527	4355	2104.67	00182490
			205.87	00183020
INSIGHT PUBLIC SECTOR INC	V6413521	4310	202.97	00182352
INSPIRED RESOLUTIONS LICENSED CLINI	V6413887	5805	1333.12	00182701
INTELESYSONE INC.	V6412444	4320	222.12	00182702
INTERNATIONAL HOUSE OF MUSIC INC	V6414520	4310	2176.12	00182770
			1410.61	00182980
IZABAL, STACEY	V6411229	4320	2414.76	00182559
J.W. PEPPER AND SON INC.	V6402214	4310	14.75	00182353
			154.75	00182491
			212.69	00182560
			86.73	00182648
			121.98	00182703
			496.69	00182981
JACKSONS A S BREA F M P	V6406346	4347	136.26	00182982
JART DIRECT MAIL SERVICE	V6402271	5810	11918.82	00182561
JASON, LEAH	V6414435	5220	31.50	00182562
JHM SUPPLY INC.	V6411647	4355	1409.03	00182423
			1669.85	00182492
			290.56	00182563
			767.95	00182704
			312.53	00182983
JLM PSYCHOLOGICAL SERVICES INC.	V6414218	5810	1925.00	00182649
JONES, JAYNA	V6414695	5220	415.00	00182705
JOURNEYED.COM INC.	V6412811	5880	21465.00	00182984

KAHOOT! AS	V6414026	5880	216.00	00183021
KAIROS TOOLING	V6413655	4355	79.15	00183022
KARELS, LAURA	V6411533	5220	16.50	00182985
KATELLA HIGH SCHOOL	V6402515	5880	60.00	00182706
		8699	2899.37	00182615
KELII, VERONICA	V6410285	5210	14.61	00182564
KELLY SPICERS INC	V6404405	4320	2872.62	00182394
			6890.36	00182424
KENNEDY HIGH SCHOOL	V6402571	5810	1620.00	00182650
		8699	1034.63	00182616
KING, DON JAY	V6408028	5210	20.61	00182565
KNEPP, AMANDA	V6413870	5210	212.69	00182566
		5220	57.50	00182771
KUTA SOFTWARE	V6409466	5880	284.00	00182986
LA PALMA CLEANERS	V6411465	5560	681.50	00182707
LABELL EXCHANGE	V6412680	5918	708.79	00182987
LAGUNA CLAY CO.	V6402645	4310	1272.82	00182617
LANDSCAPE EXPO	V6413706	5210	590.65	00182946
LANGUAGE NETWORK INC	V6409301	5810	1416.02	00182395
			2864.52	00182425
			1556.90	00182772
			1686.76	00183036
LARNER, JOHN	V6402395	3702	1002.00	00182708
LAW OFFICE OF JENNIFER S. CHANG	V6413506	5821	9000.00	00182746
LE, JENNY	V6414753	5220	13.75	00182988
LEARN BY DOING INC.	V6412837	5880	2672.00	00182567
LETTER PERFECT SIGNS	V6402726	4355	491.34	00182568
			59.26	00182709
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	8699	343.22	00182618
LIBERTY PAPER	V6410278	9320	36430.28	00182710
LINK, TOM E.	V6410795	5220	89.52	00182773
LOARA ASB	V6402803	5810	3429.00	00182426
			3897.00	00183037
		8699	234.32	00182619
LOPEZ, HELEN	V6414578	5220	7.44	00182989
LRP PUBLICATIONS	V6402849	5880	17182.00	00182888
LUCYS LAUNDRY ANAHEIM	V6412017	5560	601.43	00182493
			519.49	00183038
		5880	126.00	00182711
M COACH	V6413167	5721	3387.50	00182774
MACKIN LIBRARY MEDIA	V6402903	4210	1013.57	00182651
			204.56	00182713
			1268.62	00182947
			103.68	00182990
MAGNOLIA HIGH SCHOOL	V6402920	5810	3084.00	00182652
		8699	231.32	00182620
MARKERTEK VIDEO SUPPLY	V6402990	9320	55.64	00182948
MARTIN, DARLENE	V6414724	5880	321.40	00182396
MC FADDEN DALE HARDWARE CO	V6403056	4355	95.65	00182397
			913.38	00182569
			274.06	00182653
			120.47	00182949
			172.38	00182991
			31.89	00183023
MC GRAW HILL EDUCATION INC.	V6411310	4210	2818.76	00183024

MD INSTALLATIONS INT'L INC.	V6410469	4355	796.00	00182398
		5610	5148.63	00182714
		6490	1150.00	00182714
M-F ATHLETIC CO INC	V6412396	4410	3037.61	00182712
MG ARTS	V6412627	4320	1326.00	00182654
MICHAELS	V6403111	4310	104.18	00182992
MIDDLETON, EMILY	V6414754	5210	360.33	00182950
MINDKIND INSTITUTE LLC	V6412774	5810	109100.00	00182570
MISSION LINEN SUPPLY	V6411115	4388	131.89	00182571
			263.78	00183025
MONTGOMERY HARDWARE CO.	V6405624	4355	1912.24	00182399
			1422.20	00182951
			6638.31	00183026
MRS. NELSON'S BOOK COMPANY LLC	V6409076	4210	16514.80	00182993
MUNYOUNG SEO	V6414747	5880	2560.00	00182836
MUSIC AND ARTS CENTER	V6411397	4310	235.91	00182621
			699.82	00182715
MUSIC THEATER INTERNATIONAL	V6414315	5620	400.00	00182952
NASCO	V6403253	4310	38.75	00182889
		4320	647.15	00182716
		9320	261.70	00182622
			106.60	00182994
NEW HAVEN YOUTH AND FAMILY SRVS	V6407247	5860	13395.36	00182572
NEWEGG BUSINESS INC	V6412716	4310	-13.96	00182354
		4320	3102.47	00182354
NORTH ORANGE COUNTY REGIONAL	V6403384	5100	716240.00	00182890
NUTRIEN AG SOLUTIONS INC	V6414401	4310	1911.92	00182400
OAK GROVE INSTITUTE	V6403402	5860	19448.66	00182574
OCDE	V6403452	7141	144388.36	00182575
			57429.16	00182837
OFFICE DEPOT	V6403421	4310	471.73	00182576
		4320	153.86	00182576
			525.83	00183040
		4355	70.52	00183040
		9320	242.28	00182576
OLIVE CREST ACADEMY	V6410765	5860	45735.28	00182838
			58370.97	00182953
OLSON, TRACY	V6409219	5220	357.62	00182577
OPTIMUM ENERGY DESIGN LLC	V6411411	5810	21105.00	00182891
ORANGE COUNTY FARM SUPPLY	V6403455	4347	4040.63	00182717
ORANGE COUNTY PUBLIC SAFETY	V6411157	5610	765.00	00182356
		5810	127.50	00182623
			240.00	00182775
ORANGE COUNTY SANITATION DISTRICT	V6405668	5880	129135.22	00182357
ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	316.27	00182624
O'REILLY AUTO PARTS	V6411401	4370	69.15	00182355
			27.28	00182401
			94.95	00182427
			374.21	00182573
			364.46	00183039
		4375	12.92	00182355
		4376	59.13	00183039
		4385	135.29	00182355

			434.70	00182401
			926.32	00182427
			846.09	00183039
		4387	144.27	00182573
			399.99	00183039
ORTIZ, GUS	V6414738	5230	500.00	00182718
ORVAC ELECTRONICS	V6403479	4320	210.13	00182578
		4355	54.87	00182358
			92.43	00182578
			39.80	00182892
OXFORD ACADEMY	V6403485	8699	575.39	00182625
PACIFIC COAST PROPANE LLC	V6414612	5810	119.41	00182494
PACIFIC LOCK AND SECURITY INC	V6413432	5610	22509.78	00182626
PACIFIC WEST AIR CONDITIONING	V6414526	5610	8850.00	00182359
PALOMINO, YVETTE	V6412520	4310	354.35	00182719
PARADIGM HEALTHCARE SERVICES LLC	V6403536	5810	1278.99	00182776
PARKER AND COVERT LLP	V6403544	5812	3519.75	00182720
PARKER, RON	V6414594	5210	90.76	00182495
PARKHOUSE TIRE INC.	V6403547	4386	3157.12	00182893
PATHWAY COMMUNICATIONS LTD	V6410645	4410	1278.01	00182360
			40524.54	00182954
PATINO, REUBEN	V6403910	5210	320.86	00182579
		5220	71.50	00182579
PATTERSON, COLLEEN R.	V6412733	5810	3656.25	00182580
PAVASARS, JOHN	V6408437	5220	186.56	00182839
PAXTON PATTERSON	V6403589	4310	164.32	00182747
PDT INC	V6412151	4375	606.42	00182361
PENNER PARTITIONS INC	V6403625	4353	378.20	00182496
		4355	126.07	00182496
			253.21	00182581
			352.34	00182840
			161.63	00182955
PERFORMANCE HEALTH SUPPLY INC.	V6413146	4320	198.20	00182497
PERMA BOUND	V6403638	4210	212.53	00182956
PEST OPTIONS INC	V6406848	5610	675.00	00182721
PHUNG, JANE	V6414672	5220	26.25	00182841
PINEDA'S NURSERY INC	V6403670	4347	146.81	00182957
PIPS	V6407384	3601	416509.38	00182582
			416509.38	00183041
		3602	138836.45	00182582
			138836.45	00183041
PITNEY BOWES	V6403677	5910	2094.65	00182498
PLUMBING AND INDUSTRIAL SUPPLY CO I	V6412332	4355	520.25	00182842
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	5563.25	00182402
			4293.13	00182583
			1111.31	00182627
			2664.24	00182958
POOLEY, MICHAEL	V6411694	4310	378.72	00182362
			237.03	00182584
		5880	100.00	00182362
PORTVIEW PREPARATORY INC.	V6411850	5860	18650.04	00182628
PRECISION DYNAMICS CORP	V6409335	4320	274.97	00182363
PREVENTION PARTNERS	V6403744	4310	2399.25	00182499
PRINTED SOLID INC	V6414714	4410	5491.91	00182722
PRO ED INC.	V6403756	4310	335.94	00182748

PROFESSIONAL GLASS	V6413762	4355	48.55	00182843
PROJECT LEAD THE WAY INC	V6410754	4310	1226.20	00182364
		4410	12579.81	00182364
PROVO CANYON SCHOOL	V6406450	5860	14661.00	00182629
QUILL CORP.	V6403807	4310	315.92	00182403
			151.06	00182777
			524.18	00183042
R AND R CONTRACTORS LLC	V6413816	5610	15400.00	00182844
READ NATURALLY	V6407167	5880	1150.00	00182778
REFRIGERATION SUPPLIES DIST.	V6403873	4355	30.30	00182500
			339.32	00182630
			4552.61	00182845
			83.04	00182959
		4410	820.95	00182845
REINDL, SCOTT	V6409277	5210	249.63	00182501
RELIABLE DELIVERY SERVICE INC	V6414474	5610	440.00	00182404
RELIABLE ICE EQUIPMENT INC	V6413258	4410	8019.29	00182585
RELIABLE SHEET METAL WORKS	V6403891	4355	782.27	00182405
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	13763.91	00182960
REVOLVING CASH FUND	V6405190	2249	87.19	00182997
		4310	799.23	00182997
			1143.41	00182998
		4320	112.59	00182998
		4390	263.37	00182997
		5210	110.00	00182997
		5880	2577.00	00182997
		5910	15542.44	00182998
		8672	13101.00	00182997
		8699	994.77	00182997
			600.00	00182998
RILES, QUINTON	V6414719	5210	40.00	00182365
RIV OR COUNTIES PUMP COMPANY INC.	V6409881	4355	898.10	00182631
RIVERSIDE COUNTY OFFICE OF	V6403951	5210	485.00	00182846
RIVERSIDE INSIGHTS	V6413468	4310	1531.34	00182723
ROADTRIP NATION	V6414205	5880	50000.00	00182366
ROGOZINSKI, JOHN	V6414746	5230	359.14	00182894
ROSEBURROUGH TOOL CO. INC	V6404014	4355	230.38	00182847
ROSETE, JESSICA	V6414732	5210	763.06	00182586
ROSSIER PARK SCHOOL	V6411451	5860	38952.96	00182724
ROYALE MANAGEMENT GROUP LLC	V6414418	5805	1994.00	00182848
RT CONTRACTOR CORP	V6414499	5610	44498.95	00182895
RUTHENBECK, LYNN	V6402876	5220	34.75	00182849
RWC INTERNATIONAL LTD	V6414635	4376	2276.74	00182428
			499.09	00182502
		4385	398.14	00182428
			225.42	00182896
RYAN, CAROLINE TRAN	V6412711	5210	199.00	00182503
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	338.34	00182749
			930.96	00182779
SAFETY KLEEN SYSTEMS INC.	V6404072	5610	347.75	00182406
			457.72	00182504
			372.00	00182632
			3404.74	00182897
SANTOS MANZANARES, GAUDERCIO	V6414718	5220	234.50	00182367
SAVANNA HIGH SCHOOL	V6404130	8699	532.55	00182633

SCHOLASTIC INC.	V6404150	4210	337.10	00182505
			1686.77	00182587
		4310	417.56	00182429
			33.72	00182505
		5880	439.56	00182407
			565.91	00182429
			384.62	00182725
			2164.69	00182780
SCHOOL BUS PARTS	V6404157	4376	869.43	00182961
SCHOOL HEALTH CORPORATION	V6404160	4320	165.33	00182850
SCHOOL SERVICES OF CALIFORNIA INC.	V6404171	5210	195.00	00182506
SCHOOL SPECIALTY INC	V6404173	4310	212.70	00182408
		9320	2606.69	00182851
SCHORR METALS INC	V6404179	4355	1276.66	00182368
			453.48	00182852
SCP DISTRIBUTORS LLC	V6411554	4355	463.11	00182995
SCSBOA	V6406007	5210	200.00	00183043
SEHI COMPUTER PRODUCTS INC	V6404221	4310	874.16	00182726
			589.40	00182962
			201.64	00183044
		4320	749.94	00182507
			576.01	00182750
		4410	57942.24	00182507
			9790.11	00182781
			501.04	00182962
		5610	75.00	00183044
SHAMROCK SUPPLY CO.	V6409920	9320	6040.04	00182727
SHELTON, MIKE	V6403136	3701	2233.80	00182728
SHERMAN, MICAH	V6414207	5220	65.00	00182853
SHERWIN WILLIAMS CO., THE	V6410919	4355	121.18	00182854
SHOW OFF DESIGNS INC.	V6405794	4310	3331.90	00182508
SIGLER INC., RUSSELL	V6410420	4355	131.85	00182409
			447.93	00182509
			3547.52	00182782
			576.29	00182855
			926.62	00182963
SITEONE LANDSCAPE SUPPLY LLC	V6414074	4347	47.21	00182751
			5420.73	00182856
			81.15	00182898
SOCALGRAD	V6411708	4310	16.16	00182510
			691.76	00182857
		4320	1590.32	00182510
			189.64	00182783
SORIA, CLAUDIO	V6414709	5210	107.15	00182369
SOUTH JHS ASB	V6405227	8699	529.15	00182634
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	99868.07	00182588
SOUTHWEST SCHOOL AND OFFICE SUPPI	V6404383	4310	59.39	00182511
			501.02	00182784
		9320	402.46	00182430
			4174.69	00182784
SPINITAR PRESENTATION PRODUCTS	V6404407	4410	3064.13	00182512

STAPLES ADVANTAGE	V6410116	4310	4098.36	00182589
			968.43	00182785
			122.85	00182858
			496.34	00182964
			138.02	00183048
		4320	2579.49	00182589
			99.05	00182752
			224.12	00182964
			937.26	00183048
		4410	2250.89	00182589
STAPLES TECHNOLOGY SOLUTIONS	V6410937	4310	91.78	00183049
STATE OF CALIFORNIA	V6404447	5610	225.00	00183027
STEINBRICK, GAIL	V6408751	5220	151.13	00182859
STEINLE, CHARLES	V6410113	3701	1503.00	00182729
STEVE WEISS MUSIC	V6410268	4310	747.79	00182753
		4410	13379.04	00182753
STUDENT LAP TRACKER	V6412776	4310	420.00	00182965
		5880	580.50	00182965
STUKENT INC	V6413112	5880	5400.00	00182410
SUNDGREN, VICKI R.	V6413221	5880	500.00	00182590
SUPERIOR TEXT LLC	V6414416	4210	4496.15	00182730
			499.57	00182786
SUPPLYMASTER	V6404538	4310	188.35	00182860
SWEETWATER	V6409201	4310	238.13	00182370
			615.89	00183050
		4410	1252.90	00182370
SWITZER, MICHAEL	V6411497	5210	309.86	00182731
SYCAMORE JR HIGH ASB	V6404569	8699	272.79	00182635
SYSCLOUD INC	V6412028	5880	23400.00	00183051
T MOBILE	V6410424	5918	13701.56	00182431
			1117.20	00182432
TEACHERS' CURRICULUM INSTITUTE TCI	V6404621	4310	289.00	00182787
TEACHER'S DISCOVERY	V6404620	4310	63.98	00182433
TEACHERS PAY TEACHERS	V6413414	4310	107.20	00182732
TEAM ATHLETICS	V6409439	4310	2241.20	00182899
TEAM FITZ GRAPHICS	V6414099	4410	1799.44	00182513
TEXTHELP INC	V6405894	4310	375.00	00182788
THOMPSON'S BUILDING MAT'L.	V6404721	4347	257.83	00182754
			4596.40	00182861
THOMSON REUTERS WEST	V6407958	5880	161.00	00182514
TIERNEY, GAVIN	V6414340	5805	8750.00	00182515
TIME WARNER CABLE	V6411698	5930	14342.82	00182789
TOBII DYNAVOX LLC	V6409679	5880	4228.75	00182411
TORO AIRE INC	V6408584	4355	240.72	00183052
TOTAL ENVIRONMENTAL MGT INC	V6407531	5620	19875.00	00182434
TOTALLY PROMOTIONAL	V6411321	5810	173.53	00182516
TRAN, THAO	V6412446	5220	64.38	00182591
TREE PROS INC	V6414271	5610	3275.00	00182592
TRILLIUM USA COMPANY LLC	V6414462	4392	7041.25	00182457
			3139.04	00182637
			3097.62	00182901
TRUCK PRO PTO SALES CORPORATION	V6403784	4375	748.36	00182966
		4376	6401.20	00182966

		4385	3822.99	00182966
TULARE COUNTY OFFICE OF EDUCATION	V6413578	5880	3300.00	00182790
TUPARAN, LUIS	V6410822	5220	244.01	00182517
			62.56	00183045
TURF STAR INC	V6404805	4347	551.17	00182967
TWINING CONSULTING	V6412575	5610	360.00	00182371
U S BANK	V6406908	5880	700.00	00182435
U S BANK	V6406511	4310	7699.38	00182755
		4320	11403.83	00182755
		4355	515.15	00182755
		4390	2260.53	00182755
		5210	3863.62	00182755
		5310	190.00	00182755
		5610	427.77	00182755
		5880	500.00	00182593
			516.59	00182755
UCI WRITING PROJECT	V6404830	5210	3960.00	00182412
ULINE	V6406546	4310	298.13	00182733
		4320	239.47	00182756
		5610	2808.87	00182862
		9320	556.01	00182733
UNION AUTO SERVICE CENTER	V6404840	4370	6244.58	00182902
			1098.24	00182968
		5610	2780.00	00182902
			660.00	00182968
UNITED STATES ACADEMIC DECATHLON	V6404818	4310	700.00	00182518
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	1963.03	00183046
VALLEY VISTA SERVICES INC	V6411966	5580	7703.45	00182436
VERTICAL TRANSPORT INC	V6413440	5610	7730.00	00182519
			1394.38	00182734
			820.00	00182791
VEX ROBOTICS INC	V6410612	4310	2418.99	00182792
		4410	8078.02	00182792
VILDOSOLA, PATRICIA	V6413267	5220	295.38	00182520
VISTA PAINT CORPORATION	V6404961	4355	547.56	00182521
			198.20	00182757
			241.62	00183053
VOYAGER SOPRIS LEARNING INC.	V6414160	4210	2661.15	00182522
VU, TERRI	V6414728	5210	179.50	00182523
W STRATEGIES LLC	V6414038	5810	5000.00	00182594
WALKER JR HIGH SCHOOL	V6404990	8699	156.05	00182638
WALTERS WHOLESALE ELECTRIC CO	V6409053	4355	175.53	00182413
			137.93	00182524
			356.38	00182758
WARD'S NATURAL SCIENCE EST	V6404999	4310	5558.72	00182414
			31.03	00182793
WAXIE SANITARY SUPPLY	V6405008	4347	255.97	00182415
WEB COMMERCE PARTNERS INC.	V6410551	9320	1204.65	00182416
WENGER CORP	V6405024	4310	5277.73	00182969
WEST ED	V6406252	5805	13500.00	00182595
WESTERN HIGH SCHOOL ASB	V6405044	8699	1738.52	00182639
WESTERN PROPANE SERVICES INC	V6414407	5810	105.41	00182417
			109.61	00182525
WESTGROUP DESIGNS	V6409776	5880	1128.80	00182903
WESTRUX INTERNATIONAL INC	V6405053	4376	155.81	00182526

		4385	223.94	00182904
WIDELL, KARL	V6413981	4355	510.00	00182640
WILSON LANGUAGE TRAINING	V6405084	5210	679.00	00182794
WINZER	V6412060	4375	32.85	00182418
			542.08	00182905
		4376	161.98	00182372
		4385	959.46	00182418
WIPEBOOK CORP.	V6414323	4310	410.67	00182970
YARIJANIAN AND ASSOCIATES	V6413731	5821	5750.00	00182735
ZISKO, AMBER	V6406552	5220	44.69	00182863
ZONES	V6405158	4410	9437.82	00182373
GENERAL FUND (0101)			**7,225,565.37**	
GHATAODE BANNON ARCHITECTS	V6408656	6212	30185.70	00182759
DEFERRED MAINTENANCE (1414)			**30,185.70**	
AIREMASTERS AIR CONDITIONING	V6405365	6270	6650.00	00182736
		6274	1075.00	00182655
BYROM-DAVEY INC	V6414694	6271	3250.00	00182737
CITY OF ANAHEIM	V6400957	6222	13279.59	00182374
CULVER NEWLIN	V6411589	4310	23838.30	00182641
			20247.20	00182738
		4410	19506.90	00182641
			9434.00	00182738
CUMMING CONSTRUCTION MANAGEMENT	V6411922	6273	459475.00	00182906
GHATAODE BANNON ARCHITECTS	V6408656	6212	61754.45	00182996
HCI SYSTEMS INC	V6413251	6413	1179.41	00182642
J AND A FENCE	V6409989	6274	6800.00	00182375
JOHNSON FAVARO	V6412904	6212	15566.00	00182907
KNOWLAND CONSTRUCTION SERVICES LI	V6409073	6291	37113.72	00182376
MILLER CONSTRUCTION	V6414017	6270	305688.12	00182908
REVOLVING CASH FUND	V6405190	6222	2000.00	00182999
SGH ARCHITECTS	V6414521	6212	2513.00	00182909
SUN PAC STORAGE CONTAINERS INC	V6414092	6274	75.00	00182656
TWINING CONSULTING	V6412575	6251	10105.00	00182377
		6290	53041.74	00182377
VITAL INSPECTION SERVICES INC	V6412251	6291	1440.00	00182657
WESTGROUP DESIGNS	V6409776	6212	60725.70	00182910
GOB ELECTION 2014 SERIES 2019 FUND (2127)			**1,114,758.13**	
A GOOD SIGN AND GRAPHICS COMPANY	V6412597	6270	14149.30	00182739
JM AND J CONTRACTORS	V6410460	6180	11700.00	00182760
CAPITAL FACILITIES FUND (2525)			**25,849.30**	
BYROM-DAVEY INC	V6414694	6271	3250.00	00182740
CUMMING CONSTRUCTION MANAGEMENT	V6411922	6273	15551.25	00182911
DIVISION OF THE STATE ARCHITECT	V6411414	6210	775.50	00182741
DLR GROUP INC	V6414501	6212	4193.00	00182912
GHATAODE BANNON ARCHITECTS	V6408656	6212	35127.00	00182913
KNOWLAND CONSTRUCTION SERVICES LI	V6409073	6291	623.76	00182378
KOROSEAL INTERIOR PRODUCTS LLC	V6414518	6274	279.68	00182379

REVOLVING CASH FUND	V6405190	6210	1565.00	00183000
VITAL INSPECTION SERVICES INC	V6412251	6291	12240.00	00182658
CAPITAL FACILITIES RDA FUND (2545)			**73,605.19**	
CUMMING CONSTRUCTION MANAGEMENT	V6411922	6273	870.00	00182914
SPECIAL RESERVE COP FUND (4041)			**870.00**	
AUHSD	V6400400	5890	82.76	00182596
DEPARTMENT OF INDUSTRIAL RELATIONS	V6409924	5811	75154.47	00182597
WORKER'S COMPENSATION FUND (6768)			**75,237.23**	
AMERICAN FIDELITY ASSURANCE COMPA	V6408036	5450	10420.32	00183028
AUHSD	V6400400	5891	453680.50	00182527
			786812.37	00182643
HEALTH & WELFARE INSURANCE FUND (6769)			865110.97	00182864
			1813826.42	00183047
BENEFIT AND RISK MANAGEMENT SERVIC	V6412889	5812	5915.00	00182419
CALIFORNIA SCHOOLS DENTAL COALITIO	V6405368	5892	224321.00	00182865
EXPRESS SCRIPTS INC.	V6410974	5895	294293.63	00182528
			274981.07	00182742
			302451.40	00182971
			180667.35	00183029
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	11250.00	00182915
LINCOLN LIFE ASSURANCE COMPANY OF	V6413790	5462	16240.45	00182437
			16462.54	00183030
RETIREE FIRST LLC.	V6413748	5466	177099.90	00182761
TRUSTMARK HEALTH BENEFITS INC.	V6413999	5812	492416.32	00182972
VISION SERVICE PLAN	V6404956	5464	57082.12	00183031
HEALTH & WELFARE INSURANCE FUND (6769)			**5,983,031.36**	
GREATER ANAHEIM SELPA	V6401927	7500	459689.00	00182438
			84958.00	00182743
			2077.00	00182744
WARRANT PASS THRU FUND (7676)			**546,724.00**	
GRAND TOTAL ALL FUNDS			**15,075,826.28**	

Anaheim Union High School District

Cafeteria Fund

Financial Statements

October 2022

Balance Sheet

Anaheim Union High School District

10/31/2022

Account Number	Description	
Asset	**Assets**	
CASH		
9120	Cash-Checking	$3,953,499.98
9122	Change Fund	$5,200.00
Total CASH		$3,958,699.98
RECEIVABLE		
9210	A/R - Current	$10,480.31
9280	A/R - State	$2,927,069.28
9290	A/R - Federal	$6,046,308.69
Total RECEIVABLE		$8,983,858.28
INVENTORIES		
9321	Food	$404,283.42
9323	Supplies	$251,390.53
Total INVENTORIES		$655,673.95
Total Asset		**$13,598,232.21**
Liability	**Liabilities and Fund Balance**	
LIABILITIES		
9510	A/P - Current	$2,536,624.37
9580	Sales Tax Liability	$2,771.06
9599	Purchases Clearing	$0.00
9650	Deferred Revenue	$165,647.98
Total LIABILITIES		$2,705,043.41
Total Liability		**$2,705,043.41**
Fund Balance	**Liabilities and Fund Balance**	
FUND BALANCE		
9780	Fund Balance: Central Kitchen	$2,799,332.90
9798	Fund Balance	$6,014,252.76
Total FUND BALANCE		$8,813,585.66
Total Fund Balance		**$8,813,585.66**
Current Year Profit (Loss)		**$2,079,603.09**
Total Liabilities and Fund Balance		**$13,598,232.16**

Show all data

Statement of Revenue and Expense

Anaheim Union High School District

	Period 4 Ending in 10/31/2022				Period 4 Ending in 10/31/2021			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8635	$60,982.64	1.79 %	$204,608.06	2.22 %	$77,080.09	2.91 %	$217,234.54	2.83 %
A La Carte Sales								
8636	$35.75	0.00 %	$107.21	0.00 %	$41.73	0.00 %	$144.64	0.00 %
Adult Rev. - Breakfast								
8637	$1,036.59	0.03 %	$2,489.20	0.03 %	$563.53	0.02 %	$1,593.82	0.02 %
Adult Rev. - Lunch								
Local Revenue	**$62,054.98**	**1.82 %**	**$207,204.47**	**2.25 %**	**$77,685.35**	**2.94 %**	**$218,973.00**	**2.85 %**
Federal Reimbursements								
8200	$380,023.18	11.14 %	$997,657.54	10.83 %	$412,542.62	15.59 %	$1,268,455.92	16.52 %
Federal Meal Revenue-Breakfast								
8220	$1,759,393.54	51.57 %	$4,783,620.23	51.94 %	$1,992,159.26	75.30 %	$5,696,306.52	74.20 %
Federal Meal Revenue-Lunch								
8290	$112,020.84	3.28 %	$265,030.92	2.88 %	$16,444.00	0.62 %	$44,880.00	0.58 %
Misc Federal Revenue-Snack								
Federal Reimbursements	**$2,251,437.56**	**65.99 %**	**$6,046,308.69**	**65.65 %**	**$2,421,145.88**	**91.51 %**	**$7,009,642.44**	**91.30 %**
State Reimbursements								
8500	$247,086.00	7.24 %	$642,907.30	6.98 %	$41,664.70	1.57 %	$128,107.58	1.67 %
State Meal Revenue-Breakfast								
8520	$847,034.21	24.83 %	$2,284,392.28	24.80 %	$114,753.91	4.34 %	$328,123.06	4.27 %
State Meal Revenue-Lunch								
State Reimbursements	**$1,094,120.21**	**32.07 %**	**$2,927,299.58**	**31.79 %**	**$156,418.61**	**5.91 %**	**$456,230.64**	**5.94 %**
Other Revenue								
8638	($66.80)	0.00 %	($265.28)	0.00 %	($363.84)	-0.01 %	($335.62)	0.00 %
Cash Over & Short								
8699	$4,109.29	0.12 %	$28,908.82	0.31 %	($9,091.96)	-0.34 %	($7,319.31)	-0.10 %
Spec Activity/Cater								
Other Revenue	**$4,042.49**	**0.12 %**	**$28,643.54**	**0.31 %**	**($9,455.80)**	**-0.36 %**	**($7,654.93)**	**-0.10 %**
Total Revenue	**$3,411,655.24**	**100.00 %**	**$9,209,456.28**	**100.00 %**	**$2,645,794.04**	**100.00 %**	**$7,677,191.15**	**100.00 %**
Expense								
Food Purchases & Govnmt								
4700	$957,700.52	28.07 %	$2,704,012.83	29.36 %	$695,637.78	26.29 %	$1,980,977.83	25.80 %
Food Purchases								
Food Purchases & Govnmt	**$957,700.52**	**28.07 %**	**$2,704,012.83**	**29.36 %**	**$695,637.78**	**26.29 %**	**$1,980,977.83**	**25.80 %**
Supplies								
4300	$30,714.67	0.90 %	$132,787.76	1.44 %	$14,227.19	0.54 %	$79,039.16	1.03 %
Materials & Supplies								
4400	$3,384.13	0.10 %	$72,116.89	0.78 %	$1,750.90	0.07 %	$27,268.87	0.36 %
Noncapitalized Equipment-Over $500								
4790	$83,131.05	2.44 %	$274,388.68	2.98 %	$133,626.39	5.05 %	$268,695.29	3.50 %
Supplies (Food)								
Supplies	**$117,229.85**	**3.44 %**	**$479,293.33**	**5.20 %**	**$149,604.48**	**5.65 %**	**$375,003.32**	**4.88 %**
Salaries								
2200	$783,223.67	22.96 %	$2,077,750.90	22.56 %	$741,755.68	28.04 %	$2,093,983.62	27.28 %
Classified Salaries								
2300	$36,849.25	1.08 %	$148,061.94	1.61 %	$36,726.50	1.39 %	$145,725.67	1.90 %
Class.Sup/Admin Salaries								
2400	$45,927.68	1.35 %	$147,220.34	1.60 %	$50,202.82	1.90 %	$153,383.13	2.00 %
Clerical/Office Salaries								
Salaries	**$866,000.60**	**25.38 %**	**$2,373,033.18**	**25.77 %**	**$828,685.00**	**31.32 %**	**$2,393,092.42**	**31.17 %**

Statement of Revenue and Expense

Anaheim Union High School District

	Period 4 Ending in 10/31/2022				Period 4 Ending in 10/31/2021			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Benefits								
3202	$170,695.41	5.00 %	$479,922.32	5.21 %	$145,514.40	5.50 %	$432,713.94	5.64 %
PERS, Classified Position								
3302	$65,031.16	1.91 %	$178,750.90	1.94 %	$61,370.45	2.32 %	$180,218.21	2.35 %
OASD/MED/Classified Position								
3402	$183,247.14	5.37 %	$737,973.17	8.01 %	$191,037.48	7.22 %	$757,173.25	9.86 %
Hlth/Welfare, Classified								
3502	$4,329.78	0.13 %	$11,860.61	0.13 %	$4,125.21	0.16 %	$12,875.15	0.17 %
SUI, Classified Position								
3602	$22,159.74	0.65 %	$60,639.50	0.66 %	$20,895.40	0.79 %	$60,941.86	0.79 %
Workers Comp, Classified								
Benefits	**$445,463.23**	**13.06 %**	**$1,469,146.50**	**15.95 %**	**$422,942.94**	**15.99 %**	**$1,443,922.41**	**18.81 %**
Other Expenses								
5200	$1,818.89	0.05 %	$6,437.24	0.07 %	$1,103.22	0.04 %	$2,801.51	0.04 %
Travel & Conference								
5500	$11,910.00	0.35 %	$27,785.00	0.30 %	$9,873.75	0.37 %	$19,747.50	0.26 %
Operation & Housekeeping								
5600	$7,380.40	0.22 %	$34,733.35	0.38 %	$3,413.57	0.13 %	$18,811.14	0.25 %
Rental/Lease/Repair								
5800	$106.67	0.00 %	$25,362.93	0.28 %	$3,562.94	0.13 %	$34,158.04	0.44 %
Prof. Consult Service/Other Operating Exp								
5900	$0.00	0.00 %	$0.00	0.00 %	$69.72	0.00 %	$107.43	0.00 %
Fax, Pager, Postage								
7350	$10,048.83	0.29 %	$10,048.83	0.11 %	$0.00	0.00 %	$0.00	0.00 %
Dir/Ind Supp. Intf								
Other Expenses	**$31,264.79**	**0.92 %**	**$104,367.35**	**1.13 %**	**$18,023.20**	**0.68 %**	**$75,625.62**	**0.99 %**
Total Expense	**$2,417,658.99**	**70.86 %**	**$7,129,853.19**	**77.42 %**	**$2,114,893.40**	**79.93 %**	**$6,268,621.60**	**81.65 %**
Net Profit (Loss)	**$993,996.25**	**29.14 %**	**$2,079,603.09**	**22.58 %**	**$530,900.64**	**20.07 %**	**$1,408,569.55**	**18.35 %**

Show all data

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2022/23 MONTHLY ENROLLMENT REPORT
MONTH 4
10/31/2022 - 11/18/2022

SCHOOL	REGULAR DAY 9th	10th	11th	12th	Subtotal	Hosp/Hm		Sp Ed	TOTAL STUDENTS
Anaheim	643	690	667	550	2,550	1		187	2,738
Cypress	668	701	646	710	2,725	1		71	2,797
Katella	613	615	603	567	2,398	-		163	2,561
Kennedy	505	513	489	495	2,002	-		73	2,075
Loara	384	392	362	357	1,495	1		122	1,618
Magnolia	377	398	358	264	1,397	-		119	1,516
Oxford	208	221	198	188	815	-		-	815
Savanna	406	432	403	359	1,600	-		73	1,673
Western	397	400	426	347	1,570	1		88	1,659
Total Comprehensive	**4,201**	**4,362**	**4,152**	**3,837**	**16,552**	**4**		**896**	**17,452**
Anaheim Independent Learning Center	-	-	17	125	142	-		-	142
Cambridge Virtual Academy	21	26	34	24	105	-		-	105
Gilbert High School	-	1	170	302	473	2		141	616
Katella Satellite Independent Study	9	21	27	38	95	-		-	95
Kennedy Satellite Independent Study	7	22	34	46	109	-		-	109
Nonpublic School	-	-	-	-	-	-		26	26
Polaris High School	27	32	38	28	125	-		-	125
Special Education Transition Program	-	-	-	-	-	-		177	177
Western Independent Learning Center	-	9	24	65	98	-		-	98
Total Alternative Ed	**64**	**111**	**344**	**628**	**1,147**	**2**		**344**	**1,493**
Hope	-	-	-	-	-	-		250	250
Total Senior High Schools	**4,265**	**4,473**	**4,496**	**4,465**	**17,699**	**6**		**1,490**	**19,195**

SCHOOL	REGULAR DAY 7th	8th	Subtotal	Hosp/Hm		Sp Ed			TOTAL STUDENTS
Ball	382	377	759	-		45			804
Brookhurst	389	340	729	-		55			784
Dale	479	461	940	-		48			988
Lexington	665	572	1,237	-		43			1,280
Orangeview	293	367	660	-		23			683
Oxford	233	234	467	-		-			467
South	611	608	1,219	-		72			1,291
Sycamore	559	617	1,176	2		91			1,269
Walker	394	431	825	1		23			849
Total Comprehensive	**4,005**	**4,007**	**8,012**	**3**	**-**	**400**			**8,415**
Cambridge Virtual Academy	14	21	35	-		-			35
Nonpublic School	-	-	-	-		16			16
Polaris High School	15	36	51	-		3			54
Total Alternative Ed	**15**	**36**	**86**	**-**		**19**			**105**
Total Junior High Schools	**4,020**	**4,043**	**8,098**	**3**		**419**			**8,520**

DISTRICT TOTAL	**27,715**

EXHIBIT MM

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2022/23 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 4

HIGH SCHOOL	Month 3	Month 4	Growth v. (Decline)
Anaheim	2,747	2,738	(9)
Cypress	2,801	2,797	(4)
Katella	2,586	2,561	(25)
Kennedy	2,083	2,075	(8)
Loara	1,623	1,618	(5)
Magnolia	1,518	1,516	(2)
Oxford	819	815	(4)
Savanna	1,679	1,673	(6)
Western	1,663	1,659	(4)
Total Senior High	**17,519**	**17,452**	**(67)**

JUNIOR HIGH SCHOOL	Month 3	Month 4	Growth v. (Decline)
Ball	809	804	(5)
Brookhurst	788	784	(4)
Dale	983	988	5
Lexington	1,282	1,280	(2)
Orangeview	687	683	(4)
Oxford	467	467	-
South	1,294	1,291	(3)
Sycamore	1,269	1,269	-
Walker	849	849	-
Total Junior High	**8,428**	**8,415**	**(13)**

Total Comprehensive Schools	**25,947**	**25,867**	**(80)**

Alternative Education	Month 3	Month 4	Growth v. (Decline)
Anaheim Independent Learning Center	143	142	(1)
Cambridge Virtural Academy	143	140	(3)
Gilbert High School	621	616	(5)
Hope School	251	250	(1)
Katella Satellite Independent Study	91	95	4
Kennedy Satellite Independent Study	101	109	8
Nonpublic School	42	42	-
Polaris High School	156	179	23
Special Education Transition Program	178	177	(1)
Western Independent Learning Center	95	98	3
Total Alternative Ed.	**1,821**	**1,848**	**27**

District Total	**27,768**	**27,715**	**(53)**

Orange County Department of Education
Contracts Unit - Inside the Outdoors
200 Kalmus Drive, P.O. Box 9050
Costa Mesa, CA 92628-9050
Phone: 714-708-3885
Fax: 714-668-7953
Email: itocontracts@ocde.us

ADDENDUM
Agreement for Participation
Inside the Outdoors

Date:	December 12, 2022
To:	Jaron Fried, Ed. D., Assistant Superintendent Anaheim Union High
From:	Orange County Department of Education Contracts Unit
Subject:	**Agreement for Additional School(s) Participating in *Inside the Outdoors*® Field or School Programs** **Agreement Number: #15024, Addendum Number: #1**

The following school has registered to participate with *Inside the Outdoors*. In order to fulfill our legal requirements, we submit this Addendum to the Agreement referenced above. All contract provisions will apply to the additional school(s) and date(s).

☒ **Please verify Programs, Participation Date(s) and final enrollment numbers to avoid additional charges.**

☒ Sign and return this Addendum at least ***14 business days*** before your school(s) Program(s). To complete our Agreement please send to the above address, fax or email.

You are financially responsible for at least 90% of the listed number of students, as per terms of the signed contract. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

If a school has received a grant from Inside the Outdoors Foundation your per student and/or mileage fees may be covered or partially covered. However, the school will be charged the full cost of the Program for all absences that fall below 90% (see online Fee Schedule for details).

To reschedule, a notice of twenty business days is required and an additional $100.00 fee may be charged. **Cancellations require a written notice to Inside the Outdoors of a minimum of twenty (20) business days prior to participation.** If an equivalent replacement cannot be found for the open date, your school will be billed for ninety percent (90%) of your contracted enrollment.

The school is responsible for making transportation arrangements and paying for their buses. Decisions to cancel your Field Trip because of inclement weather must be coordinated with Inside the Outdoors.

School	Site/Program	Schedule Date	Grade	Number of Students	Fee Per Student or Flat Fee	Comments
Loara High School	Traveling Scientist - S.T.E.M	3/8/2023	11	96	no charge	Grant - Renewable Energy Program
Loara High School	Mileage	3/8/2023			no charge	Grant - Renewable Energy Program
Loara High School	Traveling Scientist - S.T.E.M	4/5/2023	11	96	no charge	Grant - Renewable Energy Program
Loara High School	Mileage	4/5/2023			no charge	Grant - Renewable Energy Program

Note: New
*Please refer to Section 1.3 D and Sections 6.0 and 8.0 in your Agreement for further details on enrollment charges.

Call (714) 708-3885 if you have questions. Thank you for partnering with us to nurture healthier, happier and smarter students through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

Anaheim Union High
School District

Authorized Signature

Jaron Fried, Ed. D.
Print Name

Assistant Superintendent
Title Date December 12, 2022

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 19 day of January 2023, between the Anaheim Union High School District ("District") and Orange County Asian and Pacific Islander Community Alliance, Inc. (OCAPICA) ("Contractor") (each a party, collectively, "Parties").

WHEREAS, the 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 those persons are specially trained and experienced and competent to perform the special services required; and

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

WHEREAS, the Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the District outside the usual course of the District's business; and

WHEREAS, the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and language set forth Exhibit A, the terms of the body of the Agreement shall govern. Contractor will provide the Services to the District during the Term.

2. **Term**. The term for services pursuant to this Agreement is from January 20, 2023 through June 30, 2024.

3. **Submittal of Documents**. The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:

X Signed Agreement
X Insurance Certificate(s) and Endorsements (Section 10)
X Criminal Background Investigation Certification(s) (Section 16)
X W-9 Form

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of $70,000 Dollars and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers 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 Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

10.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

10.1.1 General Liability. One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.

10.1.2 Is this Contractor interacting with students? Yes ☐ No ☒ For interaction with students, 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, Contractor 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.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Contracts - (including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

The coverage described above is not required for contractors or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

10.2 Other Insurance Provisions. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the District and approved by the District. The Certificates and insurance policies shall include the following:

10.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

10.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

10.2.3 Waiver of Subrogation. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the District.

10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.

10.2.5 All policies shall be written on an occurrence form.

10.2.6 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.2.7 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. 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.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another 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.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☐ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The 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 Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3558
Email: fried_ja@auhsd.us

Contractor
Name of Contractor: OCAPICA
Attn: Mary Anne Foo
Street Address: 12912 Brookhurst St.
Suite 410
Garden Grove, CA 92840
714-636-9095
mafoo@ocapica.org

Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

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

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

25. **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.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Anaheim Union High School District

Date: January 19, 2023

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed Services

OCAPICA

Date: 12/20/22

By: _____

Print Name: Mary Anne Foo

Title: Executive Director

EXHIBIT A

Provide a detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services:

Contractor shall:

OCAPICA, through consultancy will:

1) Develop a sequenced course for Biotechnology
2) Develop curriculum assessments to qualify students for two Biotechnology certifications.
    a. Laboratory Assistant Certification
    b. Biomanufacturing Technician Certification
3) Develop collaborative projects between Western High School's iLab, Magnolia High School's Magnolia Agriscience Community Center (MACC) and Anaheim High School's Biotechnology Pathway.
4) Develop research internship opportunities
5) Develop new partnerships with industries and colleges
6) Expand the Biotechnology Pathway Program nationwide

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

CERTIFICATION BY CONTRACTOR

To the Board of Trustees of the Anaheim Union High School District:

I, Mary Anne Foo (Name of Individual), am the Executive Director (Title) of Orange County Asian and Pacific Islander Community Alliance, Inc. (OCAPICA) (Name of Contractor),

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

N/A	

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at Anaheim, California on 12/20/22.

Signature

Mary Anne Foo
Typed or Printed Name

Executive Director
Title

OCAPICA
Name of Contractor

12912 Brookhurst Street, Suite 410, Garden Grove 92840
Address

714-636-9095
Telephone Number

Contract Number 5001

AGREEMENT
FOR
CONSULTANT SERVICES
UCLA
Graduate School of Education & Information Studies

The Anaheim Union High School District, herein after referred to as The District, and The Regents of the University of California on behalf of the Introduction to Data Science (IDS) Project/UCLA SE&IS Center X, hereinafter referred to as Consultant, enter this agreement this **16th day of November, 2022** and mutually agree as follows:

1. The District requires from time to time the services of a consultant in curricular areas.

2. The Consultant is a professional and is qualified to perform the services in the area of Introduction to Data Science (IDS) Professional Development as required by this agreement.

   Description of Services
   a. Develop and enhance teachers' content knowledge and instructional strategies aligned with the Common Core State Standards: High School Statistics and Probability.
   b. Improve student achievement through universal access pedagogical strategies, concept development, and real-word problem solving.
   c. Develop and maintain professional education communities that create opportunities for teacher networking and learning.
   d. Expand opportunities for professional leadership by developing a network of teacher leaders who are capable of assuming leadership roles in their profession.

3. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent or employee of the District and he/she will not present himself/herself as an officer, agent or employee of the District.

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

5. The District shall defend, indemnify, and hold the University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performances of this Agreement but only in proportion to and to the extent such as liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees or agents.

6. This agreement is effective June 1, 2022 and shall continue in effect until terminated on June 30, 2023 and shall not exceed the sum of **$32,508 one year (2022-2023)** for training and support for IDS curriculum implementation.

   The fee shall be paid by the District. The fee includes coordinator fees, presenter fees, and presentation materials.

7. Consultant will provide the School/District with a bill for services provided, and payment will be based on days of service actually performed. The school/district will be billed in the following manner: see **Payment Schedule** below. Checks will be made payable to Regents of UC upon receipt of an invoice. Payment is due upon receipt of a UC invoice.

Payment Schedule:

Invoice #1:	December 2022	Amount: $16,254
Invoice #2:	March 2023	Amount: $16,254

8. Cancellation Policy: The District must notify the consultant at least 48 hours in advance of canceling a service. A fee of 50% of the contracted amount will be charged to the District if the service is cancelled within less than 48 hours.

9. UCLA's Federal Taxpayer Identification Number is 95-6006143

10. Please note that our Vendor Number is: 1000004459 UC REGENTS UCLA CENTER X

11. Professional Development:
Specific Dates: TBD
As noted in the IDS 2-Year Partnership Cost Structure document below and the MOU, a total of 13 days (78 hours) of professional development (PD) will be provided over the course of the 2-year partnership.

In this **Year 1 contractual period (2022-2023)**, the District will receive a total of 9 days/54 hours of IDS PD:

- 3 days (18 hours) of PD in June 2022
- 2 days (12 hours) of PD in August 2022
- 4 days of PD (24 hours) during the 2022-23 academic year
- PD rate: $6,750 per PD participant

In the **Year 2 contractual period (2023-2024)**, the District will receive a total of 4 days/24 hours of Advanced IDS PD:

- Focus: Advanced content and skills for teachers
- PD rate: $3,000 per PD participant

A separate contract for the Year 2 PD services will be drawn in spring 2023. This contract covers services and costs for Year 1 only (2022-2023).

12. Technology Access and Support

- See IDS 2-Year Partnership Cost Structure document below for technology package cost as of 2022.
- Technology rate: $15 per teacher, $6 per student
- All student and teacher license purchases are final, and no refunds will be given for unused portions of your subscription period. Student and teacher licenses are transferable until October of the academic year for year-long schedules, or three weeks after the start of the second semester of the academic year if schools are on a one course per semester schedule.
- See IDS Data Protection Policy document link below for our policy on data protection.

13. Links to Related Documents

- Link to IDS 2-Year Partnership Cost Structure
- Link to IDS Data Protection Policy

Anaheim Union High School District					
Contract #5001, v2					
2022 - 2023 (12-month contract)					
	Cost	**Unit**	**Total Teachers**	**# Licenses**	**Cost**
PD: Y1 Teachers: Childers, Cook, Davis, Smith	$6,750.00	per teacher	4		$27,000.00
Tech Licenses, Teachers: Cook, Davis, Smith	$15.00	per month		3	$540.00
Tech Licenses, Students	$6.00	per month		69	$4,968.00
			TOTAL COST 2022-23		**$32,508.00**

District Partner Primary Contact: Amy Kwon, STEAM Coordinator
Email: kwon_a@auhsd.us
Phone: 714-224-6762
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

Provider Primary Contact: Ada Parsi, Director of Business Administration
Email: parsi@gseis.ucla.edu
Phone: 310-825-0862
Fax: 310-267-4751
The Regents of the University of California
UCLA School of Education & Information Studies/Center X
1320 Moore Hall
Box 951521
Los Angeles, CA 90095

Approved by UCLA Center X:

Ada Parsi ___ Ada Parsi _____ Date: 11/19/22
Print name Authorizing signature

Director of Business Administration
Title

Approved by Anaheim Union High School District

Jaron Fried _____ Date: 1/20/23
Print name Authorizing signature

Assistant Superintendent of Educational Services
Title

EXHIBIT QQ

OC PATHWAYS REGIONAL K-16 EDUCATION COLLABORATIVE GRANT PROGRAM SERVICE AGREEMENT BY AND BETWEEN THE ORANGE COUNTY DEPARTMENT OF EDUCATION AND PARTNERS

This OC Pathways Regional K-16 Education Collaborative Grant Program Service Agreement (Service Agreement) is made by and between the Orange County Superintendent of Schools, also referred to as the "Orange County Department of Education;" each of the school districts and post-secondary institutions, individually and separately, as listed in Addendum A, and collectively referred to as "School Partners;" and, each of the vocational and workforce programs, individually and separately, as listed in Addendum B, collectively referred to as "Workforce Partners." The Orange County Department of Education (OCDE), School Partners and Workforce Partners are collectively referred to herein as "Parties," or individually as "Party." The Parties agree to the terms as stated herein.

RECITALS

Whereas, in July 2021, Governor Gavin Newsom signed Assembly Bill 132 (Chapter 144, Statues of 2021), which required the State to build a "data system", or data infrastructure, that allows for the integration of data from K-12 public education, early learning and care, higher education, student financial aid, workforce development, and human services. That system, known as the California Cradle to Career (C2C) Data System is managed by the Government Operations Agency.

Whereas, the Cradle-to-Career Data System aims to link existing education, workforce, financial aid, and social service information to better equip policymakers, educators, and the public to address disparities in opportunities and improve outcomes for all students throughout the State;

Whereas, the Cradle-to-Career Data System scales existing tools, such as the California College Guidance Initiative (CCGI), to provide college and career planning tools and curriculum; college eligibility monitoring tools; electronic transcripts, including nontraditional learning artifacts; option to share social service history with college application; and, support for data cleaning at local education agencies;

Whereas, the Foundation for California Community Colleges is a nonprofit 501(c)(3) organization (Foundation) that operates the CCGI on behalf of all educational segments in California, in order to ensure the awareness and utilization of online planning tools in K-12 districts and systematic baseline guidance and support for 6th-12th grade students as they plan, prepare and finance college;

Whereas, the California Regional K-16 Education Collaboratives Grant Program (K-16 Grant Program), is part of a statewide strategy for strengthening education-to-workforce pathways and ensuring the education, vocational, and workforce programs work in partnership to address the income, racial, and gender inequities in education and employment. Grant funds are awarded generally for purposes of supporting K-16 education collaboratives to create streamlined pathways from high school to postsecondary education and into the workforce;

Whereas, the K-16 Grant Program requires each collaborative to meet certain criteria, including but not limited to, committing to implement at least four of seven specific recommendations from the February 2021 Recovery with Equity report to promote student success. The February 2021 Recovery with Equity Report (Recovery with Equity Report) is incorporated by reference and included as Addendum C;

Whereas, the Orange County Department of Education was awarded grant funds pursuant to a Grant Agreement, in which OCDE is the Lead Agency for the Orange County Region under the collaborative name: OC Pathways (K-16 OC Pathways Grant Agreement). The K-16 OC Pathways Grant Agreement is incorporated by reference and included as Addendum D;

Whereas, OC Pathways Collaborative include School Partners and Workforces Partners that have elected to participate in the K-16 Grant Program through OCDE's K-16 OC Pathways Grant Agreement. School Partners and Workforce Partners are collectively referred to as "Partners;"

Whereas, in consideration of and on the condition that the sum be expended in carrying out the purposes of the K-16 Grant Program, OCDE aims to use Career Technical Education (CTE) as the vehicle to promote career and college readiness for Orange County students so that they have the skills necessary to enter the workforce and earn a livable wage;

Whereas, the Family Educational Rights and Privacy Act of 1974 (FERPA), set forth in Title 20 of the United States Code (USC) section 1232g and its implementing regulations at 34 of the Code of Federal Regulations (CFR) section 99.1 *et seq*., generally prohibits the disclosure of students' personally identifiable information without consent, subject to certain exceptions;

Whereas, OCDE and the School Partners have entered into a separate agreement, the Interagency Data Sharing Agreement by and among the Orange County Department of Education, School Districts and Post-Secondary Institutions (Data Sharing Agreement) that allows the Parties to access, use, and disclose personally identifiable information from education records for the purposes that are consistent with this Service Agreement and in compliance with FERPA and other state and federal laws and regulations. The Data Sharing Agreement is incorporated by reference and included as Addendum E;

Whereas, the Parties intend for this Service Agreement to outline the services and responsibilities of the Parties, as necessary for OCDE to fulfill the purposes of the K-16 Grant Program as outlined in OCDE's OC Pathways Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Service Agreement, it is agreed as follows:

1. TERM

1.1 This Service Agreement will be deemed to be effective as to a Party as of the date it is executed by an authorized signatory of that Party and will remain in effect until **August 31, 2026**, or termination pursuant to Section 13 of this Service Agreement, whichever is sooner.

2. SCOPE AND PURPOSE

2.1 Through the K-16 Grant Program, the Parties intend to support the purposes outlined in the Data Sharing Agreement by creating and strengthening existing partnerships from high school to postsecondary education and into the workforce.

2.2 The Parties agree to work collaboratively to satisfy the requirements of K-16 Grant Program, which includes but is not limited to the following:

- 2.2.1 Participate in the Cradle-to-Career Data System;
- 2.2.2 Implement the following recommendations from the February 2021 Recovery with Equity Report to promote student success:
  - 2.2.2.1 Cultivate inclusive, engaging, and equity-oriented learning environments;
  - 2.2.2.2 Retain students through inclusive supports;
  - 2.2.2.3 Provide high-tech, high-touch advising; and,
  - 2.2.2.4 Support college preparation and early credit;
- 2.2.3 Facilitate the development and sustainability of occupational pathways, including accelerated degree and/or credential programs that incorporate work-based learning, in one or more of the following sectors: (1) Healthcare; (2) Education; (3) Business Management; and (4) Engineering/Computing.
- 2.2.4 Report progress and performance in accordance with applicable data reporting requirements as described in the K-16 Grant Program Data Reporting Guidelines (Data Reporting Guidelines). The Data Reporting Guidelines is incorporated by reference and included as Addendum F.

2.3 In accordance with the Data Sharing Agreement, the Parties shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), California Education Code, the Student Online Personal Information Protection Act ("SOPIPA"), California Business and Professions Code section 22584, and other state and federal laws and regulations regarding educational records in all respects. Nothing in this Service Agreement may be construed to supersede the Data Sharing Agreement.

3. RESPONSIBILITIES OF OCDE

3.1 OCDE will collect, analyze and study information received from:

- 3.1.1 College-to-Career Data System pursuant to the agreements described in Section 4.1.2 of this Service Agreement.
- 3.1.2 School Partners pursuant to the Data Sharing Agreement.
- 3.1.3 Workforce Partners pursuant to this Service Agreement.

3.2 OCDE will provide technical assistance and professional development to support regional collaboration and project implementation, which may include training for School Partners on CCGI's California Cradle-to-Career Data System.

3.3 OCDE will provide OCDE staff positions to oversee project implementation and convene key faculty and staff across the priority industry sectors to build occupational pathways to successfully increase work-based learning from high school through postsecondary institutions and into the workforce.

3.4 OCDE will serve as the fiscal agent for the K-16 Grant Program and oversee:

- 3.4.1 Timelines of all Career Education projects and initiatives;
- 3.4.2 Completion of evaluations; and,
- 3.4.3 Program and fiscal reports.

4. RESPONSIBILITIES OF SCHOOL PARTNERS

4.1. Data Sharing Agreement:

- 4.1.1. Each School Partner must be a party to the Data Sharing Agreement and understand that participation in the Data Sharing Agreement is a required condition to participate in this Service Agreement and the K-16 Grant Program.
- 4.1.2. School Partners agree that they will not terminate their participation in the Data Sharing Agreement for the duration of this Service Agreement.

4.2. California Cradle-to-Career Data System:

- 4.2.1. School Partners agree to participate in the California Cradle-to-Career Data System's operational tool and understand that such participation is required in order to participate in the K-16 Grant Program.
- 4.2.2. By March 15, 2023, each School Partner will independently enter into a separate data sharing agreement with CCGI.
- 4.2.3. By July 1, 2023, and/or as provided in their separate Data Sharing Agreement with CCGI, School Partners will complete initial alignment process with CCGI and upload the initial data files to the Cradle-to-Career Data System.

4.3. Work-Based Learning Technician:

- 4.3.1. School Partners will employ and/or designate a Work-Based Learning Technician that adheres to the job description outlined by OCDE/OC Pathways and included as Addendum G, to oversee initiatives and projects.
- 4.3.2. The Work-Based Learning Technician will be required to:
  - 4.3.2.1. Attend monthly meetings to provide progress and to receive ongoing technical assistance.
  - 4.3.2.2. Attend regional collaboration meetings designed to support clean data collection and systems that align each School Partner's Goals.

4.4. School Partners are required to customize and complete an Orange County Regional K16 Education Collaborative Project Proposal (Project Proposal) template that includes project goals, milestones, and a timeline for project deliverables. Project Proposals must include the following information:

- 4.4.1. Identify at least one or more of the following CTE Pathway(s) for purposes of the K-16 Grant Program: (1) Healthcare; (2) Education; (3) Business Management; and (4) Engineering/Computing.

4.4.2. Tasks, activities and/or efforts to recruit and retain underserved students through inclusive supports as described in the Recovery with Equity Report.

4.4.2.1. "Underserved or underrepresented" students include: first generation college students, low-income students, students who are current or former foster youth, homeless students or those at risk of becoming homeless, students with disabilities, displaced workers, students with dependent children, formerly incarcerated students, undocumented students, students meeting the requirements of Assembly Bill 540 of the 2001–2002 Regular Session of the Legislature, students who are veterans, and academically low-achieving students.

4.4.2.2. Inclusive supports may include expanding programs that promote students' representation and sense of belongings (e.g., identity-based resource centers, outreach programs, etc.).

4.5. School Partners are required to complete and submit ongoing performance and progress reports to OCDE, as follows:

4.5.1. K-16 Grant Program Narrative Reports (Narrative Reports), which shall include:

4.5.1.1. Narrative describing progress towards project goals and milestones, lessons learned, challenges and steps taken to overcome challenges.

4.5.1.2. If any planned activity or milestone are not on track for completion by the required deadline, the School Partner must provide a written explanation describing how the School Partner will resolve the issues and make appropriate course corrections to ensure timely completion of all required activities.

4.5.1.3. All data that may be deemed necessary for purposes of reporting progress and performance related to the K-16 Grant Program to the State, which may include information described in the Data Reporting Guidelines.

4.5.2. K-16 Grant Program Data Reports (Data Reports), which shall include specified data metrics as determined by the State. Data Reports should be disaggregated by student ethnicity and socio-economic status and highlight each of the selected pathways in the School Partner's Project Proposal. Data elements may include enrollment, retention, and completion.

4.5.3. K-16 Grant Program Budget Reports (Budget Reports), which shall include detailed listing of projected expenditures. Workforce Partners must complete the K-16 Budget Reports by using the Budget Worksheet template provided by OCDE, an example of the K-16 Budget Worksheet template is included as Addendum H.

4.5.4. K-16 Grant Program Expenditure Reports (Expenditure Reports), which shall include all expenditures by warrant numbers, invoice dates, invoice payees, invoice amounts, general ledger object code, and specific

descriptions of the expenditures. Workforce Partners must complete the K-16 Expenditure Reports by using the Expenditure Worksheet template provided by OCDE, an example of the K-16 Expenditure Worksheet template is included as Addendum I.

4.5.4.1. The description of expenditures must provide sufficient detail for the Office of Public School Construction to verify that all project expenditures are permissible and that the expenditures have been recorded in the proper cost categories.

4.5.4.2. School Partners shall maintain a rationale for the amount equipment purchased (i.e. computers, laptops, furniture, desks) and pro-rate methodology if invoices or contract includes items not aligned with this Service Agreement.

4.6. Reporting Schedule

4.6.1. Workforce Partners are required to complete and submit Narrative Reports, Data Reports, Budget Reports and Expenditures Reports in accordance with the Regional K-16 Education Collaborative Grant Program Reporting Schedule and Deadlines (Reporting Schedule), which is incorporated by reference and included as Addendum J.

5. RESPONSIBILITIES OF WORKFORCE PARTNERS

5.1 By June 30, 2023 and updated annually, Workforce Partners will customize and complete a K16 Collaborative Choice Board template developed by OCDE.

5.2 K16 Collaborative Choice Boards must include, but is not limited to, the following:

5.2.1 Work-based learning opportunities to Orange County students, which may include fieldtrip/worksite visits, job shadowing, mentoring, internships, pre-apprenticeships and apprenticeships.

5.2.2 Development, expansion and promotion of industry-recognized certifications.

5.2.3 Job placement offers in local high-skill, high-wage, high-demand jobs.

5.3 Workforce Partners are required to complete and submit ongoing performance and progress reports to OCDE, as follows:

5.3.1 K-16 Grant Program Narrative Reports (Narrative Reports), which shall include:

5.3.1.1 Narrative describing progress towards project goals and milestones, lessons learned, challenges and steps taken to overcome challenges.

5.3.1.2 If any planned activity or milestone are not on track for completion by the required deadline, the Workforce Partner must provide a written explanation describing how the Workforce Partner will resolve the issues and make appropriate course corrections to ensure timely completion of all required activities.

5.3.1.3 All data that may be deemed necessary for purposes of reporting progress and performance related to the K-16 Grant

Program to the State, which may include information described in the Data Reporting Guidelines.

5.3.2 K-16 Grant Program Data Reports (Data Reports), which shall include specified data metrics as determined by the State. Data Reports should be disaggregated by student ethnicity and socio-economic status and highlight the outcomes selected from the Workforce Partner's Choice Board.

5.3.3 K-16 Budget Reports, which shall include detailed listing of projected expenditures. Workforce Partners must complete the K-16 Budget Reports by using the Budget Worksheet template provided by OCDE, an example of the K-16 Budget Worksheet template is included as Addendum H.

5.3.4 K-16 Expenditure Reports, which shall include all expenditures by warrant numbers, invoice dates, invoice payees, invoice amounts, general ledger object code, and specific descriptions of the expenditures. Workforce Partners must complete the K-16 Expenditure Reports by using the Expenditure Worksheet template provided by OCDE, an example of the K-16 Expenditure Worksheet template is included as Addendum I.

5.3.4.1 The description of expenditures must provide sufficient detail for the Office of Public School Construction to verify that all project expenditures are permissible and that the expenditures have been recorded in the proper cost categories.

5.3.4.2 Workforce Partners shall maintain a rationale for the amount equipment purchased (i.e. computers, laptops, furniture, desks) and pro-rate methodology if invoices or contract includes items not aligned with this Service Agreement.

5.4 Reporting Schedule

5.4.1 Workforce Partners are required to complete and submit Narrative Reports, Data Reports, Budget Reports and Expenditures Reports in accordance with the Regional K-16 Education Collaborative Grant Program Reporting Schedule and Deadlines (Reporting Schedule), which is incorporated by reference and included as Addendum J.

6. FUNDING

6.1 Partners may receive grant funds up to the amount allocated to each Partner as provided in the K-16 Grant Program Final Awards Allocation (Awards Allocation), which is incorporated by reference and included as Addendum K.

6.2 Fund releases are contingent upon Partners submitting all required reports that document adequate progress consistent with OCDE's state-approved work plan as well as compliance with all other aspects of the K-16 Grant Program and this Service Agreement.

6.3 Progress delays in implementation and/or execution of the goals in the approved work plan may result in subsequent installments being withheld in whole or in part until a reasonable plan to address lack of progress is submitted by the Partners. If a reasonable plan cannot be developed and implemented as

determined by OCDE, all, or a part of the subsequent fund releases may be forfeited.

6.4 In the event the subsequent fund releases are forfeited, and funds remain from the first installment, a final expenditure compliance review will be conducted to determine if return of unspent or ineligible funds is necessary.

7. EXPENDITURES

7.1 Partners may seek reimbursement from OCDE for eligible expenditures, which may include, but is not limited to, the following:

- 7.1.1 Additional or new staffing costs directly associated with the tasks outlined in scope of work for the grant including salaries and benefits.
  - 7.1.1.1 For positions that will partially support the grant program but have other tasks, Partners shall provide the pro-rate methodology used.
  - 7.1.1.2 The pro-rate methodology shall be subject to review and approval by the State. Alternatively, Partners may provide actual timesheet records documenting the time allocated to this project.
- 7.1.2 Materials costs
- 7.1.3 Costs associated with establishment or updating of a website to promote the K-16 Grant Program.
- 7.1.4 Non-student travel expenses directly associated with the tasks outlined in the scope of work (lodging, airfare, car rental, meal reimbursement). Travel expenses shall be limited to the reimbursement rates used by the State of California and published on the California Human Resources website
- 7.1.5 Activities of an academic or cultural nature, such as field trips, special lectures, and symposiums, that are aligned with the K-16 Grant Program's objectives
- 7.1.6 Costs associated with events for the purposes of professional development, or training
- 7.1.7 Training materials, software, and curriculum

7.2 Ineligible Expenditures include, but is not limited to, the following:

- 7.2.1 Indirect costs are not permissible. Indirect costs include general administrative functions to support the K-16 Grant Program that do not tie directly to grant activities, such as accounting and administrative support.
- 7.2.2 Long-term, and on-going operating costs (i.e. salaries, website hosting fees, software licensing, etc.) incurred by Partners that continue beyond June 30, 2026.
- 7.2.3 Partners shall not use any of the funds from the K-16 Grant Program to carry on propaganda, or otherwise attempting, to influence legislation, influencing the outcome of any specific public election, carrying on, directly or indirectly, any voter registration drive, inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur.

7.2.4 Food and drink, except for meal reimbursement that is part of eligible travel costs as noted above

7.2.5 For any cost or item that cannot be classified in one of the above categories, the Partner is advised to consult with OCDE prior to incurring the cost to determine eligibility. Costs not associated with the approved budget will be considered ineligible.

7.3 Partners shall retain supporting documentation such as general ledger reports, contracts, invoices, purchase orders, and timesheets/duty statements to support the expenditures; and provide copies upon request to grant auditors.

8. RECORDS MANAGEMENT AND MAINTENANCE

8.1 Throughout the term of this Service Agreement, each Partner will:

8.1.1 Prepare, maintain and manage records appropriate to the services provided and in accordance with this Service Agreement and all applicable requirements.

8.1.2 Ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

8.1.3 Retain all financial records for a minimum of three (3) years after the completion of the activities for which the funds are used and until audit findings are resolved, or due to legal proceedings such as litigations and/or settlement of claims whichever is longer.

8.1.4 Notify OCDE of any Public Record Act (PRA) requests related to services provided herein within seventy-two (72) hours of receipt of said request. Upon request by OCDE, Partner will provide OCDE with all information that is requested and provided by the Partner.

9. INSPECTION AND AUDITS

9.1 OCDE and the State of California or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems of each Partner that are directly pertinent to this Service Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination during the term of this Service Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Service Agreement, and the premises in which they are provided.

10. INDEPENDENT CONTRACTORS

10.1 Each Partner is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Service Agreement.

10.2 Each Partner is entirely responsible for compensating staff, subcontractors, and consultants employed by the Partner. This Service Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent between OCDE and any of the Partners or any of the Partners' employees, agents, consultants, or subcontractors.

10.3 The Partners understands and agrees that their employees, consultants, or subcontractors, shall not be considered officers, employees or agents of OCDE, and are not entitled to benefits of any kind or nature normally provided employees of OCDE and/or to which OCDE employees are normally entitled, including, but not limited to, State Unemployment Insurance or Workers' Compensation. Each Partner 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 each Partners' employees.

10.4 Each Partner assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment.

11. INDEMNIFICATION

11.1 Each Party to this Service Agreement agrees to defend, indemnify, and hold each other Party in this Data Sharing Agreement, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this Service Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying educational institution, and/or its officers, employees or agents.

12. GENERAL PROVISIONS

12.1 Assignment: None of the signatories to this Service Agreement may assign their rights, duties, or obligations under this Service Agreement, either in whole or in part, without the prior written consent of the other signatories to this Service Agreement.

12.2 Copyright: OCDE and the State of California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use now and continuing all material and work product (both tangible and intangible), if any, developed under this Service Agreement including those materials covered by copyright.

12.3 Severability: If any provision of this Service Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Service Agreement such provision shall be fully severable. This Service Agreement shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Service Agreement.

12.4 Waiver: Waiver by any signatory to this Service Agreement of any breach of any provision of this Service Agreement set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this Service Agreement shall not operate as a waiver of such right. All rights and remedies provided for in this Service Agreement are cumulative.

12.5 Modification and Amendments: This Service Agreement may be amended or modified at any time by mutual agreement of the authorized representatives of the

signatories to this Service Agreement. The Parties further agree to amend this Service Agreement to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this Service Agreement. However, if new laws, policies, or regulations applicable to the Parties are implemented which materially affect the intent of the provision of this Service Agreement, the authorized representatives of the signatories to this MOU shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

12.6 Nondiscrimination: In the performance of this Service Agreement, the Partners shall not engage in, nor permit any employee or agent to engage in discrimination in employment of person or provision of services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, not subject any person to discrimination under any program or activity funded in whole or in part by this Service Agreement on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation. The Parties shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C., {12101, et seq.) as it relates to public accommodations.

13. TERMINATION OF AGREEMENT

13.1 Termination: The Parties shall have the right to terminate this Service Agreement for any reason or no reason, at any time by providing the Parties with written notice of termination in accordance with Section 14 of this Service Agreement at least thirty (30) calendar days in advance.

13.2 Termination for Funding Contingency: It is mutually understood and agreed that if OCDE does not receive sufficient grant funding from the State of California to provide the Service described in this Service Agreement, OCDE may without penalty, terminate this Service Agreement by providing the Partners with written notice of termination of this Service Agreement at least fifteen (15) calendar days in advance of the Termination Date.

14. NOTICES

14.1 All notices, requests, claims correspondence, or reports authorized or required by this Service Agreement and/or other communications shall be addressed to the School Partners as provided in Addendum A, Workforce Partners as provided in Addendum B and OCDE as follows:

Orange County Superintendent of Schools
200 Kalmus Drive
PO Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

15. ADDENDA

15.1 The following Addenda are incorporated herein by reference:

15.1.1 Addendum A: List of Educational Agencies and Institutions that have elected to participate in the K-16 Grant Program through OCDE's K-16 OC Pathways Grant Agreement (School Partners)

15.1.2 Addendum B: List of vocational and workforce programs that have elected to participate in the K-16 Grant Program through OCDE's K-16 OC Pathways Grant Agreement (Workforce Partners)

15.1.3 Addendum C: February 2021 Recovery with Equity Report

15.1.4 Addendum D: Regional K-16 Education Collaborative Grant Program Grant Agreement

15.1.5 Addendum E: Interagency Data Sharing Agreement

15.1.6 Addendum F: K-16 Grant Program Data Reporting Guidelines (Data Reporting Guidelines)

15.1.7 Addendum G: Work-Based Learning Technician Job Description

15.1.8 Addendum H: K-16 Budget Worksheet template

15.1.9 Addendum I: K-16 Expenditure Worksheet template

15.1.10 Addendum J: Regional K-16 Education Collaborative Grant Program Reporting Schedule and Deadlines (Reporting Schedule)

15.1.11 Addendum K: K-16 Grant Program Final Awards Allocation

The authorized Party representative's hereto have executed this Service Agreement in the County of Orange, California.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

By: _____

Print Name: Patricia McCaughey
Title: Administrator
Date: November 29, 2022

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____

Print Name: Dr. Jaron Fried
Title: Assistant Superintendent, Ed. Division
Date: 1/20/23

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

BREA OLINDA UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

IRVINE UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

LOS ALAMITOS UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

ORANGE UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

SANTA ANA UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

TUSTIN UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

COASTLINE REGIONAL OCCUPATIONAL PROGRAM

By: _____

Print Name:
Title:
Date:

COLLEGE AND CAREER ADVANTAGE

By: _____

Print Name:
Title:
Date:

NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM

By: _____

Print Name:
Title:
Date:

COAST COMMUNIITY COLLEGE DISTRICT DBA
COASTLINE COLLEGE

By: _____

Print Name:
Title:
Date:

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT DBA
CYPRESS COLLEGE

By: _____

Print Name:
Title:
Date:

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT DBA
FULLERTON COLLEGE

By: _____

Print Name:
Title:
Date:

COAST COMMUNITY COLLEGE DISTRICT DBA
GOLDEN WEST COLLEGE

By: _____

Print Name:
Title:
Date:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT DBA
IRVINE VALLEY COLLEGE

By: _____

Print Name:
Title:
Date:

COAST COMMUNITY COLLEGE DISTRICT DBA
ORANGE COAST COLLEGE

By: _____

Print Name:
Title:
Date:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SADDLEBACK COLLEGE

By: _____

Print Name:
Title:
Date:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DBA
SANTA ANA COLLEGE

By: _____

Print Name:
Title:
Date:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DBA
SANTIAGO CANYON COLLEGE

By: _____

Print Name:
Title:
Date:

CSU FULLERTON AUXILIARY SERVICES CORPORATION

By: _____

Print Name:
Title:
Date:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA, IRVINE

By: _____

Print Name:
Title:
Date:

BIG BROTHERS BIG SISTER OF ORANGE COUNTY

By: _____

Print Name:
Title:
Date:

CEO LEARDERSHIP OF ORANGE COUNTY

By: _____

Print Name:
Title:
Date:

CYBERFORWARD

By: _____

Print Name:
Title:
Date:

DREAMS FOR SCHOOLS

By: _____

Print Name:
Title:
Date:

EXP THE OPPORTUNITY ENGINE

By: _____

Print Name:
Title:
Date:

FUTURO HEALTH

By: _____

Print Name:
Title:
Date:

POSEIDON EDUCATION

By: _____

Print Name:
Title:
Date:

UNITED WAY ORANGE COUNTY

By: _____

Print Name:
Title:
Date:

VITAL LINK

By: _____

Print Name:
Title:
Date:

ADDENDUM A
List of Educational Agencies and Institutions that have elected to participate in the K-16 Grant Program through OCDE's K-16 OC Pathways Grant Agreement (School Partners)

All notices, requests, claims correspondence, reports, reports authorized or required by this Service Agreement, and/or other communications shall be addressed as follows:

A. UNION HIGH SCHOOL DISTRICTS

1. Anaheim Union High School District	
Address:	501 N. Crescent Way Anaheim, CA 92801
Authorized Representative:	Michael Matsuda, Superintendent Matsuda_m@auhsd.us 714-999-3502
Data Custodian:	Erik Greenwood, Chief Technology Officer greenwood@auhsd.us 714-999-3765 ext. 64003
District Designee:	Scott Reindl, Program Administrator reindl_s@auhsd.us

2. Fullerton Joint Union High School District	
Address:	1051 W. Bastanchury Rd. Fullerton, CA 92833
Authorized Representative:	Steve McLaughlin smclaughlin@fjuhsd.org 714-870-2801
Data Custodian:	Weston Baughn, Director of Technology wbaughn@fjuhsd.org 714-870-2860
District Designee:	Steve Zamora szamora@myfjuhsd.org

3. Huntington Beach Union High School District	
Address:	5832 Bolsa Ave. Huntington Beach, CA 92649
Authorized Representative:	Dr. Clint Harwick charwick@hbuhsd.edu 714-903-7000 ext. 4200
Data Custodian:	Gen Naydo, Director of Educational Technology & Information Services gnaydo@hbuhsd.edu (714) 903-7000
District Designees:	Rocky Murray, Executive Director rmurray@hbuhsd.edu
Special Programs Admin., College & Career"	Melissa Chan-Nauli, Career Counseling Coordinator mchan-nauli@hbuhsd.edu

B. PK-12 SCHOOL DISTRICTS

1. Brea Olinda Unified School District	
Address:	1 Civic Center Cir, Brea, CA 92821
Authorized Representative:	Brinda Leon, Superintendent bleon@bousd.us 714-990-7824
Data Custodian:	Josh Barton, Administrative Director, Technology Services ITHelp@bousd.us 714-990-7822
Career Counseling Coordinator	Brandi Augenstein, Career Counseling Coordinator baugenstein@bousd.us

2. Capistrano Unified School District	
Address:	33122 Valle Rd San Juan Capistrano, CA 92675
Authorized Representative:	Kirsten Vital Brulte, Superintendent superintendent@capousd.org 949-234-9203
Data Custodian:	Sean Rozell, Chief Technology Officer SRROZELL@capousd.org 949-234-9474
District Designee:	Cary Johnson, Asst. Superintendent caljohnson@capousd.org
CCA Executive Director:	Paul Weir, Executive Director ppweir@capousd.org
Career Counseling Coordinator:	Erika Gardner, Career Counseling Coordinator 949-234-9476 emgardner@capousd.org

3. Garden Grove Unified School District	
Address:	10331 Stanford Ave. Garden Grove, CA 92840
Authorized Representative:	Gabriela Mafi, Ed.D., Superintendent supt@ggusd.us 714-663-6000
Data Custodian:	John Marsh, Director jmarsh@ggusd.us 714-663-6258
District Designee	Myra Clarke, Director mclarke@ggusd.us (714) 663-6497
Career Counseling Coordinator:	Megen Anspach manspach@ggusd.us

4. Irvine Unified School District	
Address:	5050 Barranca Parkway Irvine, CA 92604
Authorized Representative:	Terry Walker, Superintendent terrywalker@iusd.org 949-936-5251
Data Custodian:	Brianne Ford, Chief Technology Officer brianneford@iusd.org (949) 936-5000
District Designee:	Keith Tuominen, Executive Director keithtuominen@iusd.org
Career Counseling Coordinator:	Connie Jacobs, College and Career Counseling Coordinator conniejacobs@iusd.org 949-936-7418 Uli Garcia, College & Career Readiness Coordinator ulisesgarcia@iusd.org 949-936-7441

5. Laguna Beach Unified School District	
Address:	550 Blumont St. Laguna Beach, CA 92651
Authorized Representative:	Jason Viloria, Ed.D. Superintendent jviloria@lbusd.org 949-497-7700 ext. 5202
Data Custodian:	Michael Morrison, Chief Technology Officer mmorrison@lbusd.org 949-497-7700 ext. 5239
District Designee:	Chad Mabery, Asst. Supt. cmabery@lbusd.org
Career Counseling Coordinator:	Kellee Shearer, Career Counseling Coordinator 949-497-7700 x5327 kshearer@lbusd.org

6. Los Alamitos Unified School District	
Address:	10293 Bloomfield St. Los Alamitos, CA 90720
Authorized Representative:	Dr. Andrew Pulver, Superintendent apulver@losal.org (562) 799-4700 Ext. 80401
Data Custodian:	John Spiratos, Director of Information Technology jspiratos@losal.org (562) 799-4700 ext. 80443
District Designee:	Daniel Bennett, Edtech Coordinator dbennett@losal.org

Career Counseling Coordinator:	Marianne Schaeffer, Career Counseling Coordinator mschaeffer@losal.org 562-799-4780 x82240

7. Newport-Mesa Unified School District	
Address:	2985 Bear Street Costa Mesa, CA 92626
Authorized Representative:	Dr. Wesley Smith, Superintendent superintendent@nmusd.us 714-424-5030
Data Custodian:	Asim Babovic, Director ababovic@nmusd.us 714-424-7518
District Designee:	Kerrie Torres, Assistant Superintendent, Secondary Education 714-424-8959 kftorres@nmusd.us
Career Counseling Coordinator:	Lisa Snowden, Career Counseling Coordinator lsnowden@nmusd.us 714-424-5036

8. Orange County Department of Education	
Address:	200 Kalmus Dr. Costa Mesa, CA 92626
Authorized Representative:	Al Mijares, Superintendent / Kathy Boyd, Director kboyd@ocde.us 714-708-5880
Data Custodian:	LOUIS MAZZARINI, Director, IT lmazzarini@ocde.us (714) 966-4184
District Designee:	Kathy Boyd, Director - Career Education, Educational Services KBoyd@ocde.us 714-708-5880 Kim Goodwin, Coordinator, OC Pathways Kgoodwin@ocde.us (714) 966-3523

9. Orange Unified School District	
Address:	1401 North Handy St. Orange, CA 92867
Authorized Representative:	Gunn Marie Hansen, Ph.D., Superintendent of Schools superintendent@orangeusd.org (714) 628-4000
Data Custodian:	Christina Lin, Technology & Student Achievement, Elementary Support shaol@orangeusd.org (714) 628-4550

District Designee:	Lisa Green, Executive Director, K-12 Curriculum, Instruction, and School Support lgreen@orangeusd.org 714-628-5446
Career Counseling Coordinator:	Katie Treat Coordinator, Career Counseling ktreat@orangeusd.org 714-628-5463

10. Placentia Yorba Linda Unified School District	
Address:	1301 E. Orangethorpe Ave. Placentia, CA 92870
Authorized Representative:	Dr. Michael Matthews , Superintendent mmatthews@pylusd.org 714-986-7000
Data Custodian:	Jeremy Powell , Chief Technology Officer jepowell@pylusd.org (714) 985-8733 x 82455
District Designee:	Gina Aguilar, Director gaguilar@pylusd.org
Career Counseling Coordinator:	Beth Scott, COSA Career Counseling Coordinator bscott@pylusd.org 714-985-8756

11. Saddleback Valley Unified School District	
Address:	25631 Peter A. Hartman Way Mission Viejo, CA 92691
Authorized Representative:	Crystal Turner, Superintendent Crystal.Turner@svusd.org 949-586-124
Data Custodian:	Ozzy Cortez, CCTO, Chief Technology Officer ozzy.cortez@svusd.org 949-598-3714
District Designee:	Kim Thomason, District Coordinator kimberly.thomason@svusd.org

12. Santa Ana Unified School District	
Address:	1601 E. Chestnut Ave. Santa Ana, CA 9201
Authorized Representative:	Jerry Almendarez, Superintendent jerry.almendarez@sausd.us 714-558-5512
Data Custodian:	Mark Rodriguez, Chief Technology Officer mark.rodriguez@sausd.us 714-480-4755
District Designee:	Don Isbell, Director donald.isbell@sausd.us
Career Counseling Coordinator:	Steven Long, Coordinator College & Career Readiness Steven.Long@sausd.us

	714-241-6575

13. Tustin Unified School District	
Address:	300 South C Street Tustin, CA 92780
Authorized Representative:	Dr. Mark Johnson, Superintendent mjohnson@tustin.k12.ca.us (714)730-7305
Data Custodian:	David Smith, Chief Technology Officer, Information Technology ddsmith@tustin.k12.ca.us 714) 730-7301, ext. 51379
District Designee:	Grant Litfin, Asst. Supt. glitfin@tustin.k12.ca.us (714) 730-7370
Career Counseling Coordinator:	Alita Salazar, College & Career Readiness Coordinator amsalazar@tustin.k12.ca.us 714-307-7301 x 51481

C. REGIONAL OCCUPATIONAL PROGRAMS (ROPs)

1. Coastline ROP	
Address:	1001 Presidio Square, Costa Mesa, CA 92626
Authorized Representative:	Brian Dozer, Superintendent bdozer@coastlinerop.net (714) 979-1955

2. College and Career Advantage	
Address:	33122 Valle Rd, San Juan Capistrano, CA 92675
Authorized Representative:	Paul Weir, Executive Director ppweir@capousd.org (949) 496-3118

3. North Orange County ROP	
Address:	385 N Muller St, Anaheim, CA 92801
Authorized Representative:	Dana Lynch, Assistant Superintendent, Educational Services dlynch@nocrop.us (714) 502-5800

D. COMMUNITY COLLEGES

1. Coast Community College District, Coastline College	
Address:	1370 Adams Avenue, Costa Mesa, CA 92626, US
Authorized Representative:	Dr. Shelly Blair, Dean sblair12@coastline.edu 714.241.6251 xt.16251

Data Custodian:	Dave Thompson, Director of Information dthompson@coastline.edu 714.241.6251 xt.16219

2. North Orange County Community College District, Cypress College	
Address:	9200 Valley View St, Cypress, CA 90630
Authorized Representative:	Margaret Fernandez , Interim Dean mfernandez@cypresscollege.edu (714) 484-7231
Data Custodian:	Dr. Paul R. de Dios, Vice President, Student Services pdedios@cypresscollege.edu 714-484-7346

3. North Orange County Community College District, Fullerton College	
Address:	321 E Chapman Ave, Fullerton, CA 92832
Authorized Representative:	ERICKA ADAKAI Director, Educational Partnerships & Programs/Dual Enrollment eadakai@fullcoll.edu 714-992-7071 JENNIFER MERCHANT Director, Career and Technical Education (CTE) jmerchant@fullcoll.edu 714.992.7010
Data Custodian:	KEN STARKMAN Dean of Technology & Engineering kstarkman@fullcoll.edu 714.992.7052

4. Coast Community College District, Golden West College	
Address:	15744 Goldenwest St, Huntington Beach, CA 92647
Authorized Representative:	Dorsie Brooks, Interim Dean Career Education and Business dbrooks28@gwc.cccd.edu 714-892-7711
Data Custodian:	Janet Houlihan, Vice President Administrative Services jhoulihan@gwc.cccd.edu 714-895-8240

5. South Orange County Community College District, Irvine Valley College	
Address:	5500 Irvine Center Dr, Irvine, CA 92618
Authorized Representative:	Traci Fahimi, Dean, Social & Behavioral Sciences, Business Sciences, Academic Programs tfahimi@ivc.edu (949)451-5204
Data Custodian:	Nicholas Wilkening, Director of Technology Services nwilkening@ivc.edu 949-451-5100

6. Coast Community College District, Orange Coast College	
Address:	2701 Fairview Rd, Costa Mesa, CA 92626
Authorized Representative:	Lisa Knuppel, Dean, Career Education/Career Services/Business & Computing lknuppel@occ.cccd.edu 949-551-6041
Data Custodian:	Dr. Derek Vergara, Dean of Students dvergara2@occ.cccd.edu 714-432-5072

7. South Orange County Community College District, Saddleback College	
Address:	28000 Marguerite Pkwy, Mission Viejo, CA 92692
Authorized Representative:	Kari Irwin, Assistant Dean Career and Technical Education kirwin@saddleback.edu (949)582-4273
Data Custodian:	Thurman Brown, Director of Technology Services and Broadcast Systems tbrown95@saddleback.edu (949) 582-4882

8. Rancho Santiago Community College District, Santa Ana College	
Address:	1530 W 17th St, Santa Ana, CA 92706
Authorized Representative:	Dr. Larisa Sergeyeva, Dean Career and Technical Education/Technology Division sergeyeva_larisa@sac.edu (714) 564-6000
Data Custodian:	Dr. Larisa Sergeyeva, Dean Career and Technical Education/Technology Division sergeyeva_larisa@sac.edu (714) 564-6000

9. Rancho Santiago Community College District, Santiago Canyon College	
Address:	8045 E Chapman Ave, Orange, CA 92869
Authorized Representative:	Elizabeth Arteaga, CTE Dean arteaga_elizabeth@sccollege.edu 714-628-4885
Data Custodian:	Joseph Alonzo, Interim Dean of Enrollment and Support Services & Deputy Title IX Coordinator alonzo_joseph@sccollege.edu (714) 628-4933

E. HIGHER EDUCATION PARTNERS

1. CSU Fullerton Auxiliary Services Corporation (Performing Organization California State University Fullerton)

Address:	800 N State College Blvd, Fullerton, CA 92831
Authorized Representative:	Charles D. Kissel, Executive Director ckissel@fullerton.edu 657-278-4100
Data Custodian:	deanofstudents@fullerton.edu 657-278-3211

2. The Regents of the University of California, University of California, Irvine	
Address:	401 E. Peltason Drive, Suite 3200, Irvine, CA 92617
Authorized Representative:	Stephanie Reyes-Tuccio, Assistant Vice Chancellor s.reyestuccio@uci.edu (657) 278-2011
Data Custodian:	Shohreh Bozorgmehri, Student and Academic Services Division shohreh@uci.edu (949) 824-7324

ADDENDUM B

List of vocational and workforce programs that have elected to participate in the K-16 Grant Program through OCDE's K-16 OC Pathways Grant Agreement (Workforce Partners)

All notices, requests, claims correspondence, reports, reports authorized or required by this Services Agreement, and/or other communications shall be addressed as follows:

1. Big Brothers Big Sister of Orange County	
Address:	1801 E Edinger Ave STE 101, Santa Ana, CA 92705
Chief Executive Officer	Solane Keane Chief Executive Officer 714.619.7048
Vice President of Grants and Research	Keith Mataya Vice President of Grants and Research 714.619.7013 kmataya@ocbigs.org

2. CLA OC (CEO Leadership of Orange County)	
Address:	668 N. Coast Hwy #319 Laguna Beach, CA 92651
Authorized Representative:	Amy Kaufman, Senior Vice President Experiential Learning and Talent Development akaufman@claoc.org Gustavo Chamaro gchamorro@claoc.org

3. CyberForward	
Address:	1315 N El Camino Real, San Clemente, CA 92672
Authorized Representative:	Lynn Stewart Director of CyberForward Services 949.291.2637

4. Dreams for Schools	
Address:	4999 Casa Loma Ave, Yorba Linda, CA 92886
Authorized Representative:	Nithin Jilla nithin@dreamsforschools.org

5. EXP - The Opportunity Engine	
Address:	2417 E. Carson Street, Suite 200 Carson, CA 90810

Chief Executive Officer	Amy Grat Chief Executive Officer amygrat@expfuture.org

6. Futuro Health	
Address:	1610 R Street, Suite 300 – #112 Sacramento, CA 95811
Authorized Representative:	Joy Hermsen Director of Innovative Partnerships jhermsen@futurohealth.org

7. Poseidon Education	
Address:	11811 W Pico Blvd, Los Angeles, CA 90064
Authorized Representative:	Patti Diaz Chief Operations Officer patti@poseidoneducation.com (310) 477-1268

8. United Way OC	
Address:	18012 Mitchell S, Irvine, CA 92614
Authorized Representative:	Sergio Contreras, Executive Director, United for Student Success sergioC@UnitedWayOC.org 949.660.7600 Yahaira Ortiz, Associate Director, United for Student Success YahairaO@UnitedWayOC.org 949.660.7600

9. Vital Link	
Address:	15401 Red Hill Ave. Suite F Tustin, CA 92780
Authorized Representative:	April Barnes, President april@vitallinkoc.org (949) 646-2520 Neda Arab. **SENIOR PROGRAM DIRECTOR** neda@vitallink.org (949) 646-2520

ADDENDUM C
February 2021 Recovery with Equity Report

CALIFORNIA ALL

RECOVERY WITH EQUITY

A ROADMAP FOR HIGHER EDUCATION AFTER THE PANDEMIC



CALIFORNIA
Governor's Council
FOR POST-SECONDARY EDUCATION

FEBRUARY 2021

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Foreword by Dr. Lande Ajose



CALIFORNIA FOR ALL CALLS US TO REACH HIGHER

Since the global pandemic struck, Californians, and the institutions that serve them, have been grappling with serious challenges—like how to manage grave health risks and ramifications, as well as frightening financial uncertainty. The national public health emergency that has wracked our economy has also revealed and intensified long-standing inequities across California, including deep disparities by region, age, race, and ethnicity in employment and in higher education.

Student success in higher education is critical to the health of our state and regional economies. But like most of California's economy, nearly every aspect of post-secondary teaching, learning, and campus life has been impacted by the global pandemic and recession. We need to ensure that California's systems of higher learning fully recover and thrive, and that while planning for this recovery, our students remain our number one priority. Their success is inextricably tied to the future of California.

Long before the pandemic, it was clear that too many California students face structural barriers that limit their opportunity to earn a college degree. Such barriers include the total cost of attending college, the time it takes to complete a degree program, and uneven access to college prerequisites. Historic inequities make these obstacles steeper for students who are Black, Latinx, Asian Pacific Islander, or Indigenous. The pandemic magnified stresses for students, leading some to stop out, drop out, and underperform, as mental health and other challenges became more acute. As a result, far too many are not realizing their goal of earning a degree, at the same time that California needs more college graduates to provide the workforce talent to meet future economic demands.

To fulfill the vision of California for All we can and must do better.

For this reason, together with the Governor's Council for Post-Secondary Education, I convened the Recovery with Equity Taskforce, a set of state and national experts in higher education and innovation, and asked its members to recast today's challenges as an opportunity to help California's economy recover with a post-secondary ecosystem that is more equitable, more resilient, and more coordinated.

Grounded in the conviction that equity in higher education is essential to a stronger California for All, the Taskforce set out to generate equity-driven, student-centered strategies, policies, and practices with a shared aim: to help California's post-secondary institutions emerge from the pandemic stronger and better poised to serve all students.

The Taskforce sought input from a broad swath of students and K–12 and post-secondary educators, as well as leaders in civic organizations, local governments, nonprofits, and workforce development. Many of the challenges they worked to address did not start with the pandemic, but the health crisis provided the opportunity to re-envision what's possible, and address new urgent issues of concern and those that have needed attention for a long time. This report seeks to address not only the realities students and institutions will face on the other side of the pandemic, but also what it will take to re-engage those students who have sidelined their academic and career ambitions amid extraordinary stress.

The Taskforce identified recommendations to advance four guiding principles:

- **Fostering Inclusive Institutions:** Institutional cultures and approaches to teaching and learning that work for all learners, especially those left behind.
- **Streamlining Pathways to Degrees:** An integrated statewide system for admission and transfer to provide clear, easy-to-navigate pathways to degrees.
- **Facilitating Student Transitions:** High-touch, high-tech guidance and improved academic preparation for college access and success.
- **Simplifying Supports for Student Stability:** Resources and structures packaged and simplified to help students meet basic, digital, and financial aid needs.

The recommendations supporting each of these principles are interconnected and together provide a roadmap for California's education systems, policymakers, business leaders, and philanthropic institutions as they plan for the short- and long-term economic needs of our state.

These approaches are intended to elevate the number and diversity of Californians who earn a degree, with a focus on improving outcomes for Black, Latinx, Asian Pacific Islander, Indigenous, and adult learner students who disproportionately have been denied opportunity and access to higher education. Doing so is essential to our commitment to equity that will strengthen California communities and the economy for generations to come.

The content of this report should be considered in context: Seven other recently published reports and an eighth, which is forthcoming, recommend steps to rebuild California's economy, strengthen critical economic sectors, and improve how we nurture and educate learners of all ages (see page 87 for a list of these reports). A common throughline of this body of work is the role of colleges and universities in driving recovery and prosperity. Woven together, these reports inspire a tapestry of reforms that will make California stronger across all regions and economic sectors. California also benefits from a new era of partnership with a federal administration that is aligned in its commitment to build back better with equity at the core of its agenda.

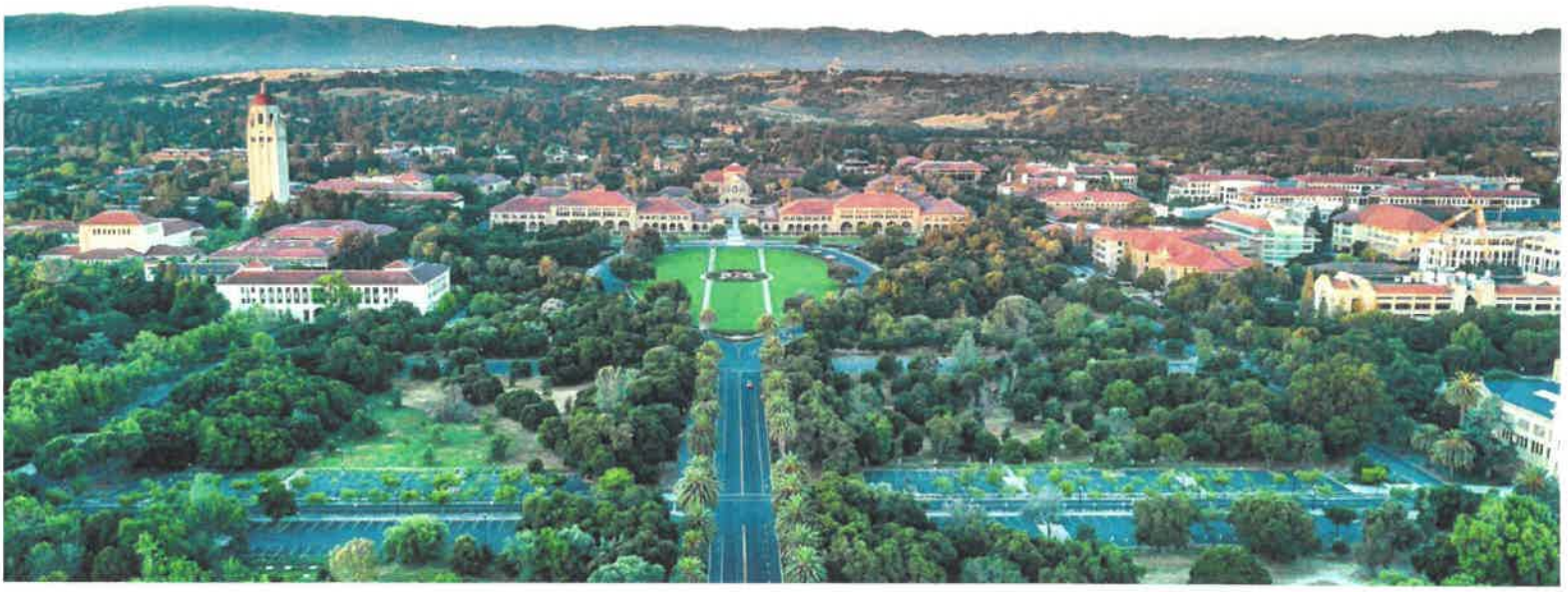
While the roadmap presented here by the Recovery with Equity Taskforce is bold and far-reaching, it is important to note that it does not address every critical issue that California students face. Unpacking and addressing college affordability and broader issues related to public higher education finance, for example, are largely outside the scope of this report. These topics remain an important area for additional reform.

Nor is this roadmap a to-do list for one leader or one institution. Rather, it is a call to our higher education segments and institutions to take strong action that will require coordination and collaboration across segments and within each region of our state. Post-secondary system leaders have an important implementation role, with progress on many fronts requiring collaboration with California's students, faculty, K–12 system, political leaders, the business community, and philanthropy. The imperative to recover from crisis provides a critical opportunity to act upon these recommendations to rebuild a more equitable higher education system that benefits all Californians.

I sincerely thank the esteemed state and national experts in higher education and innovation who served on the Recovery with Equity Taskforce over the past six months. I am grateful to the many students and leaders who shared their perspectives and suggestions to enrich the quality of this report and its recommendations—I am motivated and inspired by your insights. I thank Education First for supporting the Taskforce in research, exploration of solutions, report writing, and project management. I also extend my deep gratitude to College Futures Foundation for its support of the Taskforce and the production of this report.

During the presidential inauguration earlier this year, National Youth Poet Laureate Amanda Gorman urged Americans toward a better future in her poem "The Hill We Climb," saying: ***"We will not march back to what was, but move to what shall be."*** In this spirit our state will move toward our moonshot goal of eliminating equity gaps and charting a new trajectory toward a California for ALL.

Dr. Lande Ajose is the senior policy advisor for higher education for the Office of Governor Gavin Newsom. She leads the Governor's Council for Post-Secondary Education and chairs the Recovery with Equity Taskforce.



Taskforce Members

The California Higher Education Recovery with Equity Taskforce was convened to envision a new approach for California's post-secondary preparation and workforce readiness. It was established in August 2020 by Governor Gavin Newsom's Senior Policy Advisor for Higher Education, Dr. Lande Ajose, in consultation with the Governor's Council for Post-Secondary Education. The Recovery with Equity Taskforce comprised California and national experts in higher education equity and innovation and was chaired by Dr. Ajose.

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Former President
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Vision for the Future of California's Post-Secondary System and Workforce

California has long been known for its strong and innovative economy, demographic diversity, and enviable quality of life. The state's rich and diverse environment—from mountains to deserts to farmland to beaches—makes it one of the most popular places to live. But the true value of California lies in its people.

California succeeds when it builds fully on the talents, creativity, and energy of its people. Many have contributed to and benefited from what the Golden State has to offer, but there is work to do to ensure that the opportunity for success and economic mobility is equitable and available to all.

The global coronavirus pandemic has had devastating health and economic consequences for the people of California. It has exacerbated existing employment and wealth gaps, food and housing insecurity, and inequality of digital access. All of this change has occurred in the midst of our nation's reckoning over systemic racism.

It is critical to chart a course to a new day when *all* Californians can actively participate in helping our state thrive. What is the best route to that future? Preparing everyone with the training and education necessary to engage in the high-quality, in-demand jobs that will drive a recovering, vital economy.

The current rate of educational attainment in California is insufficient to meet workforce needs. Most of the fastest-growing high-quality jobs in the state require post-secondary education, and there are significant gaps in educational attainment by race/ethnicity and geographic region.[1] Low-income, first-generation, Latinx, Black, and Indigenous students—who make up most of the student population in California's public high schools—are less likely than their peers to finish high school, complete the A–G coursework necessary for admission to the University of California (UC) and California State University (CSU), enroll in college, and graduate from college.[2] Coastal regions far exceed inland regions in percentage of residents with post-secondary degrees; this trend mirrors economic disparities between the coastal and inland regions.

California has the **fifth highest unemployment** in the nation.[20]

San Joaquin Valley and Imperial Valley experience **depression-level unemployment, at 29% and 27% respectively.**[20]

Black and Latinx residents face disproportionately **high unemployment rates, at 8.2% and 7.9% in 2020,** compared to 7.0% total unemployment that year.[8]

99% of the Black labor force with a high school degree or less **filed for unemployment in 2020.**[10]

The pandemic has exacerbated these problems. Many Californians are choosing between feeding their families and incurring the real costs of pursuing degrees that could change their futures for the better. While virtual instruction presents an opportunity to significantly expand capacity, it also presents an array of challenges, including access to necessary technology, quality of online teaching, and lack of necessary personal and academic support. In addition, out-of-work adults often have trouble finding post-secondary programs with the kind of intensive, just-in-time approach and support they need to quickly retrain for different industries and get back on their feet. With families sheltering at home, students of all ages learning virtually, and many out of work or underemployed, participating in post-secondary education is an increasingly difficult choice to make.

The result? Many Californians are choosing not to re-enroll in programs they have already begun or not to enter post-secondary education at all. Fall 2020 post-secondary enrollment dropped by 6.1% in California compared with fall 2019, far worse than the national one-year enrollment decline of 2.5%.[3] The drop in enrollment was most severe at California's community colleges, where the majority of Black and Latinx post-secondary students are concentrated.

All learners have been affected, but this report focuses on those most severely impacted: Black, Latinx, Asian Pacific Islander, and Indigenous Californians, as well as adults without post-secondary credentials or those who need to return to post-secondary learning to upskill or re-skill for a different job or industry. What was an existing challenge pre-pandemic is now an undeniable and widening racial attainment gap that demands action.

All learners have been affected, but this report focuses on those most severely impacted: Black, Latinx, Asian Pacific Islander, and Indigenous Californians, as well as adults without post-secondary credentials or those who need to return to post-secondary learning to upskill or re-skill for a different job or industry.

How do we turn this around? How do we upskill, re-skill, and re-engage displaced workers in the short term? How can we close equity gaps and promote success for students of color and adult learners? What will it take to develop the talent that will drive the state's recovery and diversify the workforce at all levels? The California Recovery with Equity Taskforce wrestled with these important questions.

The Taskforce believes California needs a recovery that courageously addresses inequities in post-secondary education that have created and exacerbated wealth gaps.

California will thrive when income inequality and disparities of credential and degree attainment by race and geography are eliminated.

The Taskforce's recommendations focus on redesigning post-secondary education with equity at its core to bring this vision to life by:

- **Listening carefully to the voices and expectations** of Black, Latinx, Indigenous, Asian Pacific Islander, and adult learners---those student groups experiencing the widest equity gaps today---in determining priorities for redesign of the post-secondary system
- **Dramatically increasing the number and diversity of learners** who earn post-secondary degrees and other credentials
- **Eliminating attainment gaps, with equitable outcomes** for all students regardless of historic distinctions by race and ethnicity, gender, geography, age, immigration status, or economic status
- **Preparing an increasingly diverse population for jobs** critical to the state's economic recovery and future with credentials and degrees in areas such as STEM (science, technology, engineering, and math), healthcare, and education[4]
- **Harnessing the power of California's political and civic leadership,** K–12 education system, business community, and philanthropic institutions to support student success and drive economic mobility in the growing sectors of the state's economy

As California seeks to recover from the pandemic, it is not enough to go back to the way things were. Californians must learn from this experience, build on their assets, and reimagine the future. Recovery with Equity will take the efforts of Californians across disciplines: from post-secondary institutions to K–12 schools, from human services agencies to local healthcare providers, from business partners to learner-focused nonprofit organizations. Working together, Californians can change the trajectory of the state so that all its residents have the support they need to qualify for the high-wage, high-quality, high-demand jobs that will drive California's economy. The potential in California is limited only by the talent and skills of its people.

The work ahead is challenging. But the post-secondary sector, in partnership with communities across the state, can build a more equitable future from this crisis. Together, Californians can make that future a reality.

Taskforce Context

The Recovery with Equity Taskforce was convened to envision a new approach for post-secondary preparation and workforce readiness in California. It was established in August 2020 by Governor Gavin Newsom's Senior Policy Advisor for Higher Education, Dr. Lande Ajose, in consultation with the Governor's Council for Post-Secondary Education. The Recovery with Equity Taskforce comprised California and national experts in higher education equity and innovation and was chaired by Dr. Ajose (see page 6 for a list of Taskforce members).

The Taskforce worked collaboratively to produce a roadmap for California's public post-secondary institutions to recover from the impact of the pandemic more integrated, equitable, and resilient than before—and more aligned with the economic needs of the state. The Taskforce invites and encourages California's independent post-secondary institutions to participate in this agenda as well.

The Taskforce followed an equity-centered process in developing its recommendations. It regularly acknowledged and reflected on race, identity, historical/political context, and power, and rigorously engaged stakeholders most proximate to California's pressing equity issues. Interviews, focus groups, and feedback tools captured the experiences and ideas of 105 leaders and stakeholders from K–12 and higher education, local government, nonprofit organizations, and workforce development agencies (see page 78 for a list of these stakeholders). Most important, this research captured the perspectives of 91 diverse college and high school students from five California regions: the Bay Area, San Joaquin Valley, Inland Empire, Los Angeles, and Imperial Valley.

Following the publication of the Taskforce's report, the Governor's Council for Post-Secondary Education will lead next steps in implementation and engagement.



Recovery Framework

The Taskforce conducted its work with a keen understanding that its task could be accomplished only through far-reaching, deeply embedded system redesign.

Historically, California's higher education system was designed based on implicit assumptions about its student population that do not reflect the richly diverse learners it now serves. While improvements have been made to the higher education system throughout the years, the Taskforce recognized that significant change is still required to realize the system's potential to drive equitable opportunity and economic mobility. The Taskforce's approach resulted in a Recovery Framework (see Figure 1 below) that articulates its vision for a better future for all Californians, redesigns key elements of the system for post-secondary education, and describes the investments required.

FIGURE 1: RECOVERY FRAMEWORK

GOAL	OBJECTIVES	LEVERS
Californians' desire to:	*Will require a post-secondary education system that:*	*Requiring investments in a system redesigned around:*
Recover with long-term viability and prosperity through the eradication of income inequalities based on race and geography	Graduates learners that reflect California's rich diversity, heritage, and enterprise	Predictive Technology and Data Tools
	Allows flexible pathways that are high-quality, affordable, and appropriate for careers of choice	Asset-Based, Equity-Centered Resources
	Leverages the assets of diverse learners, and provides supports that adapt to their needs	Flexible Opportunities and Comprehensive Supports
	Values racial equity and social justice, and accepts those priorities as essential to its purpose	Interdependent, Collaborative Partnerships

The Recovery Framework illustrates the logic that informed the Taskforce's final recommendations and features a set of four key change levers:

Predictive Technology and Data Tools

Easy-to-use, automated technology that provides personalized access, navigation, and support for learners along their post-secondary journeys. The tools should be anchored by California's new Cradle-to-Career Data System so that it is integrated across segments and designed with predictive analytics, as well as data-sharing across systems and institutions, to provide learners with timely, coherent, and comprehensive advising, interventions, and resources.

Asset-Based, Equity-Centered Resources

Tools, guidance, training, and resources to embed equity-focused culture and commitment at every level of the post-secondary system. Investments should be rooted in instructional environments that are engaging and cultivate a sense of belonging, and in institutional supports that build upon learners' strengths and meet their unique needs and career interests. To be effective, these resources must be embedded within each segment's internal processes.

Flexible Opportunities and Comprehensive Supports

Reimagined instructional and resource offerings catered to the "whole learner" and the diversity of their talents, life circumstances, and career pursuits. System structures, processes, and financial supports should be re-engineered to eliminate barriers by embracing flexible educational pathways and innovative student assistance.

Interdependent, Collaborative Partnerships

Investment of time and incentives in new and promising ways of working within and across institutions and systems that are learner-centered and equity-driven. Authentic relationships and partnerships can be established by prioritizing the interdependencies that are critical for learner success, and using those interdependencies as the blueprint for regional and statewide coherence.

Summary of Taskforce Recommendations

Just as the challenges in recovering with equity are complex—and not caused by one factor alone—it is also true that one recommendation alone will not propel Californians in their recovery. The recommendations in this report are a set of interconnected and interdependent systemic solutions meant to fundamentally change the way California supports all learners. California's institutions and systems of education are dedicated to serving students, but must fundamentally shift to a learner-centered perspective that is proactive and prioritizes the supports and structures that will help all learners thrive. To do this work, higher education must collaborate within and across segments and with key partners, including K–12 education, nonprofit organizations, and employers. Independent institutions, which are an integral part of California's higher education system, are invited to join these efforts and to adopt or adapt these recommendations to meet the needs of their student populations.

The Taskforce identified recommendations to advance four guiding principles:



Fostering Inclusive Institutions

Institutional cultures and approaches to teaching and learning that work for all learners, especially those left behind.



Streamlining Pathways to Degrees

An integrated statewide system for admission and transfer to provide clear, easy-to-navigate pathways to degrees.



Facilitating Student Transitions

High-touch, high-tech guidance and improved academic preparation for college access and success.



Simplifying Supports for Student Stability

Resources and structures packaged and simplified to help students meet basic, digital, and financial aid needs.



Fostering Inclusive Institutions

Goal: By 2030, learners of all backgrounds will report that they feel valued, supported, and affirmed at their institutions; that faculty are adept at creating courses that are responsive to and build upon the unique experiences, needs, and talents of all learners; and that post-secondary institutions actively support their academic success and career readiness.

1. Improve Faculty, Staff, and Administrator Diversity

An equitable and inclusive culture cannot occur if campus personnel do not reflect the rich diversity of California. Expanding faculty, staff, and administrator diversity requires dedicated, intentional efforts bolstered by strong data monitoring and accountability.

2. Cultivate Inclusive, Engaging, and Equity-Oriented Learning Environments

System and local boards, faculty, administrators, and staff need professional development, resources, and support to redesign the learning environment so that it better serves all learners.

3. Retain Students through Inclusive Supports

To develop an affirming and supportive culture that promotes student wellbeing and academic success, institutions must intentionally, thoughtfully, and creatively evaluate and, as necessary, redesign current support activities and develop new practices and programs.



Streamlining Pathways to Degrees

Goal: By 2030, learners will have clear, easy-to-navigate pathways into and through post-secondary education, as well as admission and transfer processes facilitated by an integrated technology platform, dual admission, and common course numbering.

4. Establish an Integrated Admissions Platform

California should create a single technology platform for admissions and transfer to replace the currently overwhelming and byzantine application and transfer processes. Designed well, such a platform also can help colleges and universities better manage enrollment, integrate recognition of students' existing knowledge and skills through credit for prior learning and mastery-based learning, plan for course delivery, and address capacity constraints.

5. Streamline and Unify the College Admission Process

Recognizing that most learners attend more than one college in order to earn a degree, California public institutions should adopt a streamlined and unified admission process, enabled by an integrated technology platform, that provides an option for dual admission to smooth the pathway for learners who wish to attend a four-year institution but begin at a community college.

6. Develop a Common Course Numbering System

To streamline transfer from two- to four-year institutions and reduce excess credit accumulation, California's community colleges should adopt a common course numbering system, starting with general education requirements, and eventually expanding to transfer pathway courses. The aim would be to align all community college courses so that students transferring to four-year institutions know, as they are pursuing their courses, that they are meeting the requirements of the receiving institutions.



Facilitating Student Transitions

Goal: By 2030, learners in all public schools will have access to college preparatory coursework; early college experiences; and a high-tech, high-touch advising system that supports their success from middle and high school into and through higher education and into the workforce.

7. Provide High-Tech, High-Touch Advising

Through an integrated technology platform paired with a statewide chatbot, California can ensure that middle school, high school, and college learners (and those who support them) can access all the information they need regarding learners' educational records, college preparation, enrollment, financial aid, and progress toward a degree. The technology platform and chatbot should integrate tools to allow advisors to provide data-driven, high-tech, high-touch advising to support learners on their pathways to degrees.

8. Support College Preparation and Early Credit

Completing a college preparatory curriculum is important to high school learners' ability to transition and succeed in post-secondary education. A–G course completion sets learners up to be eligible for admission to CSU and UC, and earning early college credit—for example, through dual enrollment—not only gives learners credit toward a post-secondary degree but also can instill confidence in their ability to be successful in college. K–12 and post-secondary education should work together to make A–G coursework the default high school curriculum, strengthen K–12 accountability for college preparation, and expand access to early college experiences.



Simplifying Supports for Student Stability

Goal: By 2030, learners will receive support to meet basic needs through a simplified, integrated system that enables qualified college students to access California's social services, subsidized internet and technology, and increased financial aid.

9. Integrate Platform of State Services for Students

California should build an integrated platform that allows learners to apply all at once for the full spectrum of state services they qualify to receive (e.g., financial aid, CalFresh, housing programs, health/mental healthcare, subsidized childcare, transportation, internet/technology support, etc.). The system also would provide all students, families, and advisors with a simplified, low-burden approach to completing the FAFSA and the California Dream Act Application (CADAA) prior to high school graduation and return timely information to support their next steps. When combined with a unified college application process, this system can become a powerful one-stop shop for post-secondary learners, families, and advisors.

10. Subsidize Internet Access for Eligible Students

California should provide students who need it with subsidized access to reliable internet service by expanding the amount of funds offered through Cal Grant B and forming public-private partnerships to offer support for internet and technology access to all students who qualify. This strategy builds on the significant effort begun early in the pandemic to expand technology access, and on recommendations of the *California Broadband for All*[5] report issued in late 2020.

11. Improve College Affordability

California would benefit from increasing and diversifying opportunities for financial aid, as well as providing students with paid work opportunities (including federal work study) that prepare them for careers without getting in the way of their academic progress. Finally, California must create a pathway whereby learners can complete post-secondary education without having to take on additional debt, through a combination of refocusing and increasing student financial aid.



Introduction

California has long been known for its strong and innovative economy, demographic diversity, and enviable quality of life. The state's rich and diverse environment—from mountains to deserts to farmland to beaches—makes it one of the most popular places to live. But the true value of California lies in its people.

California succeeds when it builds fully on the talents, creativity, and energy of its people. Many have contributed to and benefited from what the Golden State has to offer, but there is work to do to ensure that the opportunity for success and economic mobility is equitable and available to all.

The global coronavirus pandemic has had devastating health and economic consequences for the people of California. It also has exacerbated existing employment and wealth gaps, food and housing insecurity, and inequality of digital access. All of this change has occurred in the midst of our nation's reckoning over systemic racism.

It is critical to chart a course to a new day when *all* Californians can actively participate in helping our state thrive. What is the best route to that future? Preparing everyone with the training and education necessary to engage in the high-quality, in-demand jobs that will drive a recovering, vital economy.

The current rate of educational attainment in California is insufficient to meet workforce needs. Most of the fastest-growing high-quality jobs in the state require post-secondary education, and there are significant gaps in educational attainment by race/ethnicity and geographic region.[6] Low-income, first-generation, Latinx, Black, and Indigenous students—who make up most of the student population in California's public high schools—are less likely than their peers to finish high school, complete the A–G coursework necessary for admission to the University of California (UC) and California State University (CSU), enroll in college, and graduate from college.[7]

As the Recovery with Equity Taskforce began its work in the summer of 2020, California had the fifth highest unemployment rate in the nation, with Black and Latinx residents and residents of inland and rural communities experiencing the highest rates of all.[9] Many who have experienced unemployment or underemployment during the pandemic are in industries unable to move to remote work (such as tourism and hospitality) and do not possess the credentials needed to access jobs in other growing and in-demand occupations. More than half of California's labor force with a high school degree or less (who account for 38% of all workers in the state) has filed for unemployment since March 2020 compared with 13% of the labor force with a bachelor's degree or higher. Virtually all of the Black labor force with a high school degree or less (99%) has filed for unemployment, along with 75% of the Asian Pacific Islander labor force with this level of education, compared with 52% of the white labor force and 33% of the Latinx labor force that did the same.[10] Coastal regions far exceed inland regions in percentage of residents with post-secondary degrees; this trend mirrors economic disparities between the coastal and inland regions.

Many Californians are choosing between feeding their families and incurring the real costs of pursuing degrees that could change their futures for the better. While virtual instruction presents an opportunity to significantly expand capacity, it also presents an array of challenges, including access to necessary technology, quality of online teaching, and lack of necessary personal and academic support. In addition, out-of-work adults often have trouble finding post-secondary programs with the kind of intensive, just-in-time approach and support they need to quickly retrain for different industries and get back on their feet. With families sheltering at home, students of all ages learning virtually, and many out of work or underemployed, participating in post-secondary education is an increasingly difficult choice to make.

California has the **fifth highest unemployment** in the nation.[20]

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The result? Many Californians are choosing not to re-enroll in programs they have already begun or not to enter post-secondary education at all. Fall 2020 post-secondary enrollment dropped by 6.1% in California compared with fall 2019, far worse than the national one-year enrollment decline of 2.5%.[1] The drop in enrollment was most severe at California's community colleges, where the majority of Black and Latinx post-secondary students are concentrated.

All learners have been affected by the pandemic, but this report focuses on those most severely impacted: Black, Latinx, Asian Pacific Islander, and Indigenous Californians, as well as adults without post-secondary credentials or those who need to return to post-secondary learning to upskill or re-skill for a different job or industry. What was an existing challenge pre-pandemic is now an undeniable and widening racial attainment gap that demands action.

How do we turn this around? How do we upskill, re-skill, and re-engage displaced workers in the short term? How can we close equity gaps and promote success for students of color and adult learners? What will it take to develop the talent that will drive the state's recovery and diversify the workforce at all levels? The California Recovery with Equity Taskforce wrestled with these important questions.

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The Taskforce's recommendations focus on redesigning post-secondary education with equity at its core to bring this vision to life by:

- **Listening carefully to the voices and expectations** of Black, Latinx, Indigenous, Asian Pacific Islander, and adult learners---those student groups experiencing the widest equity gaps today---in determining priorities for redesign of the post-secondary system
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- **Preparing an increasingly diverse population for jobs** critical to the state's economic recovery and future with credentials and degrees in areas such as STEM (science, technology, engineering, and math), healthcare, and education[12]
- **Harnessing the power of California's political and civic leadership,** K–12 education system, business community, and philanthropic institutions to support student success and drive economic mobility in the growing sectors of the state's economy

As California seeks to recover from the pandemic, it is not enough to go back to the way things were. Californians must learn from this experience, build on their assets, and reimagine the future. Recovery with Equity will take the efforts of Californians across disciplines: from post-secondary institutions to K--12 schools, from human services agencies to local healthcare providers, from business partners to learner-focused nonprofit organizations. Working together, Californians can change the trajectory of the state so that all its residents have the support they need to qualify for the high-wage, high-quality, high-demand jobs that will drive California's economy. The potential in California is limited only by the talent and skills of its people.

The work ahead is challenging. But the post-secondary sector, in partnership with communities across the state, can build a more equitable future from this crisis. Together, Californians can make that future a reality.

The Recovery with Equity Taskforce

The Recovery with Equity Taskforce was convened to envision a new approach to post-secondary preparation and workforce readiness in California. It was established in August 2020 by Governor Newsom's Senior Policy Advisor for Higher Education, Dr. Lande Ajose, in consultation with the Governor's Council for Post-Secondary Education. The Recovery with Equity Taskforce comprised an intentionally diverse team of California and national experts in higher education equity and innovation and was chaired by Dr. Ajose (see page 6 for a list of Taskforce members).

The Taskforce worked collaboratively to produce a roadmap for California's public post-secondary institutions to recover from the impact of the pandemic more integrated, equitable, and resilient than before—and more aligned with the economic needs of the state. The Taskforce invites and encourages California's independent post-secondary institutions to participate in this agenda as well.

This Taskforce's recommendations acknowledge and build on numerous initiatives already underway to address some barriers and inequities. Examples of existing initiatives include:

- *California Community Colleges:* Vision for Success, placement reforms and elimination of remedial courses, the California College Promise, and Associate Degree for Transfer[13]
- *Career Technical Education:* K12 Strong Workforce Program, Career Technical Education Incentive Grant, California Career Pathways Trust[14]
- *California State University:* Graduation Initiative 2025, policy changes to general education and remedial education in 2017[15]
- *University of California:* UC 2030, 2018 Enhancing Student Transfer agreement [16]
- California Student Aid Commission's Cal Grant Modernization Project[17]
- California Cradle-to-Career Data System[18]
- California College Guidance Initiative[19]

Each month from August 2020 to January 2021, Taskforce members convened virtually to identify and discuss the most pressing equity issues in California's post-secondary education system and develop recommendations for change using equity-centered design methods. Throughout the process, the Taskforce was driven by questions all states should be asking themselves:

> *Are people from all demographic groups and geographic regions earning the credentials and degrees that will help them—and our state economy—thrive? Are our post-secondary institutions and systems equitably supporting not just student learning and academics, but students' ability to access economic and social mobility? If not, what is in the way? Which students are succeeding and who is being left out? What are students telling us about their aspirations, challenges, experiences, and needs as they look to earn degrees? What will it really take for post-secondary education in California to seize this moment of change and use it to recover from the pandemic fundamentally more equitable and resilient than it was before?*

The Taskforce followed an intentional process to ensure that equity remained its highest priority every step of the way.

- **Vision-setting:** The Taskforce began its work by discussing a vision of recovery for post-secondary education in California and establishing a set of equity commitments for each phase of the Taskforce process (see page 86 for the Taskforce Equity Framework).
- **Research and stakeholder engagement:** Next, the Taskforce reviewed and discussed quantitative and qualitative research[20] on post-secondary education and workforce outcomes in California, as well as the needs and experiences of priority stakeholders throughout the state. Interviews and focus groups were conducted with 105 leaders and stakeholders from K–12 and higher education, local government, nonprofit organizations, and workforce development (see page 78 for a list of stakeholder participants). In addition, focus groups were conducted with 91 diverse college and high school students from five California regions: the Bay Area, San Joaquin Valley, Inland Empire, Los Angeles, and Imperial Valley. With this data in hand, the Taskforce was able to hone in on the most important issues in the state's post-secondary education system, with a clear understanding that Black, Latinx, Indigenous, Asian Pacific Islander, and adult students needed to be at the center of its recommendations.
- **Solution development:** Once critical equity issues had been identified, the Taskforce organized into small working groups with some of the state's leading post-secondary and workforce experts to brainstorm and develop solutions to address those issues. The working groups' solution ideas were then shared with the same stakeholders who had participated in the initial interviews and focus groups to get their thoughts and feedback to help shape the Taskforce's final recommendations (see page 77 for a list of working group members).
- **Recommendations and dissemination:** Taskforce members then continued to meet and work together to refine solution ideas into a final set of guiding principles, each with a problem statement, goal, and set of specific, actionable recommendations to achieve that goal.

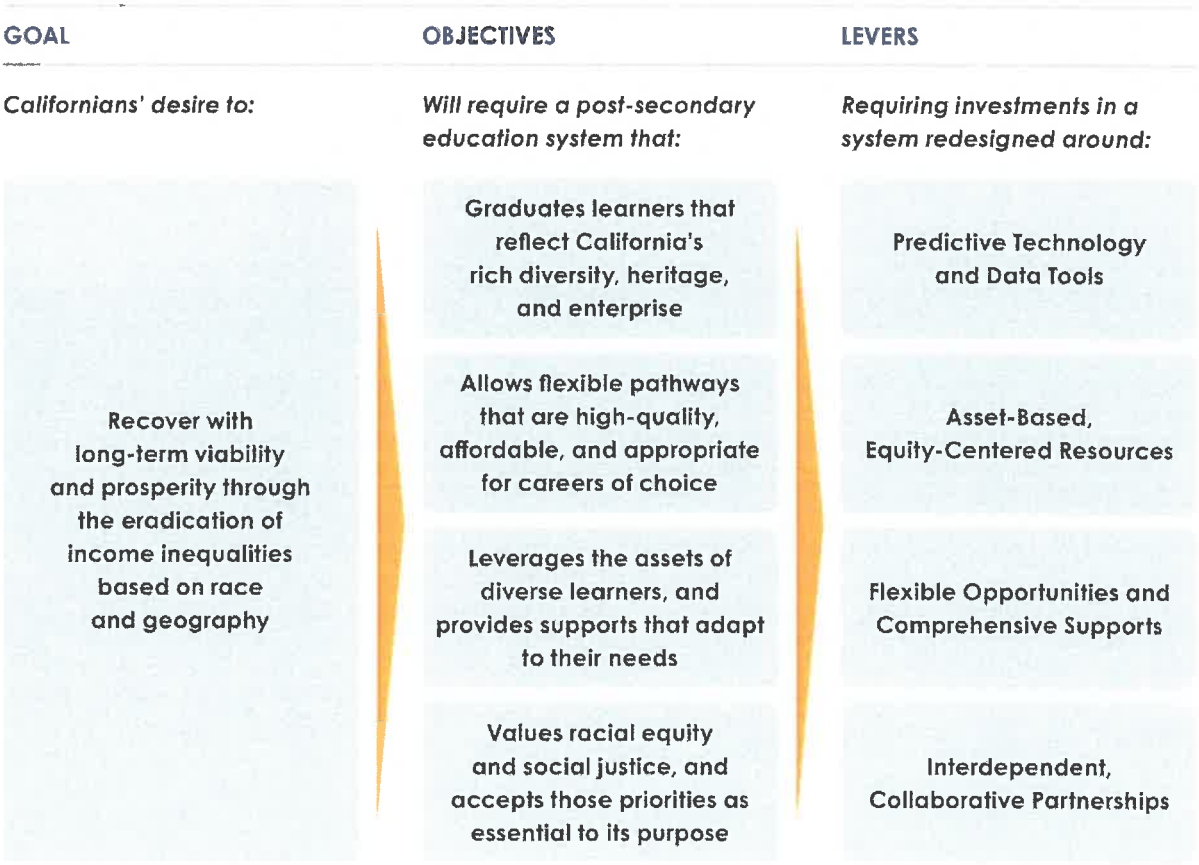
Throughout this process, the Taskforce followed an equity-centered approach, reflecting on race, identity, power, and historical/political context in its work, and rigorously engaging people most proximate to the state's pressing equity issues through interviews, focus groups, and feedback tools.

Recovery Framework

The Taskforce conducted its work with a keen understanding that its task could be accomplished only through far-reaching, deeply embedded system redesign.

Historically, California's higher education system was designed based on implicit assumptions about its student population that do not reflect the richly diverse learners it now serves. While improvements have been made to the higher education system throughout the years, the Taskforce recognized that significant change is still required to realize the system's potential to drive equitable opportunity and economic mobility. The Taskforce's approach resulted in a Recovery Framework (see Figure 1 below) that articulates its vision for a better future for all Californians, redesigns key elements of the system for post-secondary education, and describes the investments required.

FIGURE 1: RECOVERY FRAMEWORK



The Recovery Framework illustrates the logic that informed the Taskforce's final recommendations and features a set of four key change levers:

Predictive Technology and Data Tools

Easy-to-use, automated technology that provides personalized access, navigation, and support for learners along their post-secondary journeys. The tools should be anchored by California's new Cradle-to-Career Data System so that it is integrated across segments and designed with predictive analytics, as well as data-sharing across systems and institutions, to provide learners with timely, coherent, and comprehensive advising, interventions, and resources.

Asset-Based, Equity-Centered Resources

Tools, guidance, training, and resources to embed equity-focused culture and commitment at every level of the post-secondary system. Investments should be rooted in instructional environments that are engaging and cultivate a sense of belonging, and in institutional supports that build upon learners' strengths and meet their unique needs and career interests. To be effective, these resources must be embedded within each segment's internal processes.

Flexible Opportunities and Comprehensive Supports

Reimagined instructional and resource offerings catered to the "whole learner" and the diversity of their talents, life circumstances, and career pursuits. System structures, processes, and financial supports should be re-engineered to eliminate barriers by embracing flexible educational pathways and innovative student assistance.

Interdependent, Collaborative Partnerships

Investment of time and incentives in new and promising ways of working within and across institutions and systems that are learner-centered and equity-driven. Authentic relationships and partnerships can be established by prioritizing the interdependencies that are critical for learner success, and using those interdependencies as the blueprint for regional and statewide coherence.

Key Research Findings

The Taskforce's deliberations were informed by extensive research on post-secondary and workforce outcomes and experiences in California. Research activities included review of key findings from existing reports, original analyses of publicly available data, and interviews and focus groups with 196 stakeholders across California.

FINDINGS FROM REPORTS AND DATA ANALYSIS

In California, a bachelor's degree yields higher wages, increased full-time employment, and lower unemployment. Those with a bachelor's degree are more likely to own a home, less likely to live in poverty, and more likely to be civically engaged. Demand for workers with post-secondary credentials is increasing in the vast majority of industries, including those that traditionally have not required post-secondary credentials.[21]

Academic and occupational sub-baccalaureate degrees and credentials are also an important part of California's higher education system. One in three jobs in California requires some college but less than a bachelor's degree. Those with career education credentials see an average 20% increase in earnings and, while they still earn less than those with a bachelor's degree, this increase in earnings can be substantial for many Californians.[22]

Educational attainment in California is insufficient to meet the current and anticipated demand for high-skill workers.[23] Only 42% of residents aged 25 or older hold an associate's degree or higher, and only 34% hold a bachelor's degree or higher (slightly above the national rate of 32%).[24] When non-degree workforce credentials are added into these calculations, California is estimated to have 51% post-secondary attainment among its adult population.[25]

Educational attainment in California is insufficient to meet the current and anticipated demand for high-skill workers.

Further, Californians have inequitable access and support on the pathway to and through post-secondary education. Gaps in educational attainment exist along racial/ethnic and economic lines: Low-income, first-generation, Latinx, Black, and Indigenous learners—who make up most of the population in California's public high schools—are less likely than their peers to finish high school, complete the A–G coursework necessary for admission to the University of California (UC) and California State University (CSU), enroll in college, and graduate from college.[26] Gaps in educational attainment also exist geographically, with coastal regions far exceeding inland regions in the percentage of residents with post-secondary degrees;[27] this trend mirrors economic disparities between the coastal and inland regions, and also reflects the greater number of post-secondary institutions in coastal versus inland regions.[28]

Numerous reports identify barriers to post-secondary access and success in California, including:

- Overall college affordability and support for students' basic needs
- Lack of clear pathways and processes to get to and through higher education[29]
- Lack of coherence between K–12 and higher education as well as within the three public higher education segments[30]
- Limited seats and course availability
- Constrained capacity to use data to track and support students[31]

Affordability is a particular concern. The lowest-income students in California spend a significantly larger portion of their family income paying for post-secondary education than higher-income students, and half of California college graduates leave college with student loan debt averaging $23,000.[32] While this is relatively low in national terms, debt is disproportionately concentrated among low-income students and students of color, presenting a distinct equity concern.

The pandemic has exacerbated challenges for California's post-secondary students, staff, and institutions. First and foremost, the pandemic has disproportionately affected the health of the Latinx population in California, with Latinx Californians comprising 55% of cases and 47% of deaths while they comprise only 39% of the state's population.[33]

Given California's high cost of living, meeting post-secondary students' basic needs was a major challenge before the pandemic, and these needs have intensified since the onset of the pandemic. As of July 2020, the percentage of students who expressed "a lot" of concern about paying for housing and food, affording adequate technology/internet, caring for family members, and maintaining personal health and wellbeing had more than tripled since before the pandemic.[34]

Total enrollment in the California Community Colleges system dropped by 5.2% in 2020, course withdrawals increased by 55%, and course enrollment fell by 17%.[33]

These concerns appear to have influenced some learners to stop out of college or to delay initial enrollment. Total enrollment in the California Community Colleges system dropped by 5.2% in 2020, course withdrawals increased by 55%, and course enrollment fell by 17%.[35] The decline in course enrollment was most severe for Black (23%) and Indigenous students (36%). First-time freshman enrollment at CSU is down 6% (though overall enrollment increased by 0.75%).[36]

FINDINGS FROM STAKEHOLDER INTERVIEWS AND FOCUS GROUPS

To ensure that the Taskforce's recommendations were well-tailored to current needs and circumstances across California, it was important to hear directly from stakeholders on the ground. Interviews and focus groups were conducted with 196 individuals, including leaders from post-secondary institutions, K–12 school districts, nonprofit organizations, and workforce development agencies, as well as high school and college students in five California regions: the Bay Area, San Joaquin Valley, Inland Empire, Los Angeles, and Imperial Valley. The following key findings emerged from these interviews and focus groups.

The prevalence of racial injustice in higher education is a major barrier to student success.

Racial injustice, combined with economic uncertainty and the removal of students from campus environments where they have relationships and support, is taking a toll on students' sense of belonging. Students in focus groups wondered aloud, "What is my place in the world? Am I going to be welcome at college?" Stakeholders raised concerns about the role of policing on campus, the prevalence of microaggressions and discrimination, instances of blatant racism, a lack of affirming and culturally responsive classrooms, and inadequate support for students to find community and belonging. It will take ongoing and consistent action—including faculty and staff mindset shifts and professional development—to support all students, particularly racially minoritized students, along the path to and through college.

> *"There must be a commitment to equity—distribution of resources to address decades of disinvestment—to bring justice to how this pandemic has disproportionately impacted communities of color."*
>
> **— Local Civic Leader**



The pandemic has exacerbated existing inequities in society, heightening barriers to students meeting their basic needs.

Students must meet basic needs in order to successfully engage in education. The pandemic has raised additional barriers to having these needs met, particularly for learners who were already experiencing disadvantage in the system. These needs include food, shelter, healthcare, mental health services, transportation, internet and device access, and emergency dependent care.

> *"Students experiencing poverty are faced with choosing between going to school or working to support family and take care of siblings—parents didn't have the luxury to work from home. Many are essential workers, putting responsibility on older children to take care of siblings or work."*
>
> **— K–12 Leader**

The digital divide—access to and cost of both adequate devices and internet connectivity with sufficient bandwidth—has been fully exposed and exacerbated by the pandemic.

Particularly for low-income students and students in more remote areas, access to the internet can be extremely challenging. In some places, connectivity is not available, and in all places, connectivity adds to family expenses. For families with multiple students, a higher level of bandwidth is needed to accommodate K–12 learning and online college classes happening concurrently. In addition, homes must have multiple devices to effectively accommodate multiple learners engaged at the same time. While some colleges and universities tried to provide connectivity through WiFi hotspots and by working with internet providers or extending service to school parking lots, each approach came with its own challenges, creating additional costs or inconvenience. Internet access and appropriate devices must be considered a "basic need" for students who wish to pursue an education in the 21st century.

> *"We've known for ten years that the connectivity issue is a real barrier to learning. Suddenly—with the pandemic—our educators are saying, 'we must do something.' The message isn't new. We turned our heads, and it wasn't a priority."*
>
> **— Nonprofit Organization Leader**

The pandemic has deeply impacted students' mental and emotional health.

Due to the pandemic, many students lost on-campus social networks, personal and family income, access to housing and childcare, and learning supports like internet access, devices, and a quiet place to study. Some have experienced the severe illness and death of family and friends. Simultaneously, many students took on additional responsibilities at home. While students have been incredibly resilient in overcoming and persisting through these challenges, the combination of these stressors has been difficult for students to handle mentally and emotionally. Unfortunately, access to mental health services has been inconsistent for students due to a dramatic increase in demand, the challenges of services being offered in a virtual format, and lack of counselor diversity and cultural competency.

> *"For students, they admit very publicly that they're experiencing depression because of what we're living through. We have virtual support for staff, but not enough."*
>
> **— Higher Education Leader**

Some California industries may not fully recover from the pandemic, which will disproportionately impact students prioritized in this report.

The pandemic impacted industries dominated by Black and Latinx workers (e.g., tourism, construction, agriculture, manufacturing). Workforce experts believe that some of these industries may not fully recover to pre-pandemic levels due to increased reliance on technology and automation. This creates a need for speedy and agile workforce retraining and upskilling, and increases the importance of strong and direct connections between post-secondary education and the business community. Without them, California will lose critical talent, and families will miss out on the economic mobility they could have achieved.

> *"We have seen a reduction in the size of the labor pool. There has been some drop in migration of labor. Some people are going home to care for family back in Mexico—it takes just small shifts in behavior to have a large impact on our workforce."*
>
> **— Economic Development Partner**

The unpredictable nature of the pandemic is a major factor that limits recovery efforts.

The unpredictability of the virus and its effects causes leaders to hesitate on timelines for systemwide recovery. The availability of a vaccine, public health responses to the pandemic outbreaks, and new variants of the virus may influence recovery efforts across the state. Some institutions are choosing to maintain distance learning exclusively until conditions improve. For institutions operating on hybrid schedules, student compliance with social distancing guidelines is a key determinant of recovery.

> *"We are anxious about the long-term outlook of how we come out of this. We are underserved, and we've had a lot of risk factors present for COVID, and we don't have a lot of health support. We're afraid we don't come out of it, and it may become endemic to us."*
>
> **— P–16 Partner**

Decreased enrollment and budget cuts due to the pandemic exacerbate existing financial challenges and inequities in the higher education system.

Across and within the three segments, higher education stakeholders perceive that funding is inequitable, and express concern that the volatility and unpredictability of state budgets will exacerbate, rather than address, these challenges.

> *"There is a multiplicity of issues that will require investment in higher education, and I think post-COVID you're going to see even more complex behavioral impacts that will require us to really be thoughtful in our investment in higher education. Now, with these budget cuts due to lost revenue we have to do more with less in a more complex environment, an environment where students are going to have a multiplicity of social emotional issues walking into the classroom."*
>
> **— Higher Education Leader**



Connections between K–12 and post-secondary education are not strong and pervasive enough to support successful transitions for all learners.

Qualifying for, applying to, and enrolling in a post-secondary institution is a complex, multiyear process. Because of this, students without a history of college-going in their families—students who are disproportionately low-income, older, and from communities of color—are at an inherent disadvantage. Many students are in need of high-touch advising to meet admission requirements and navigate the admission and financial aid process, but existing resources in schools and the nonprofit sector are stretched thin. This challenge has been exacerbated by the pandemic, with students struggling to receive information and guidance that was easier to access when school was conducted in person. Students need clear post-secondary degree roadmaps to follow, as well as advising and data systems that support their success at every step of preparation and transition.

> *"We have a new counselor who has been here for a year, but I don't depend on her and I'm not comfortable asking her questions. I'm a dual enrollment student, so when I need something I depend on my advisor, not my counselors. My advisor is my freshman year counselor, and she's my A–G advisor now and I depend on her."*
>
> **— High School Student**

Connections between higher education and the workforce are insufficient to meet the economic and workforce needs of California.

As a result, students often do not see a clear connection between post-secondary programs and achieving their career goals. Career information and advising, degree pathways, credit for prior learning, mastery-based learning, internships and other work-based learning opportunities, and micro-credentials are all approaches that can help students find their way through to post-secondary credentials and to gain valuable work experience along the way. Strengthening connections between higher education and employers is important to helping students prepare for and select in-demand jobs that will support the state's economic recovery in an equitable and sustainable way.

> *"We need a much more dynamic work-based learning and experiential learning piece to our community college system. It's the missing piece to the experience we provide our students. Simple changes [are needed]—most work experiences are capped at 16 units, so they do that as a very small part of their elective experience."*
>
> **— Higher Education Leader**

Lack of flexibility and coherence within the higher education system creates barriers to student success.

For example, without a common course numbering system and comprehensive transfer policies, students struggle to transfer credits between institutions and to plan out a coherent roadmap to earning their degree. In addition, students find the process of applying for financial aid—and understanding what it does and does not cover out of the "true cost of attendance"—to be inaccessible. Policies intended to support students, such as the Fifty Percent Law, can limit the flexibility of institutions to tend to student needs (e.g., advising) and limit statewide transferability.[37]

> *"The transfer [degree]—ADT—is an example of a program from the state that was supposed to strengthen the transfer process, but it's a mystery to most students, even those that qualified."*
>
> **— Nonprofit Organization Leader**

The completion and implementation of the statewide longitudinal data system will be critical to system redesign.

Without a statewide data system, it is difficult to know how students are moving through the education pipeline and how best to understand both regional and statewide needs. The Cradle-to-Career Data System will protect student privacy, support intrusive advising, and illustrate students' movement from K–12 to post-secondary, as well as across the three post-secondary segments and into the workforce. To support students at scale, it is critical to have data that tracks student retention, completion, time to degree, level of attainment, and workforce engagement.

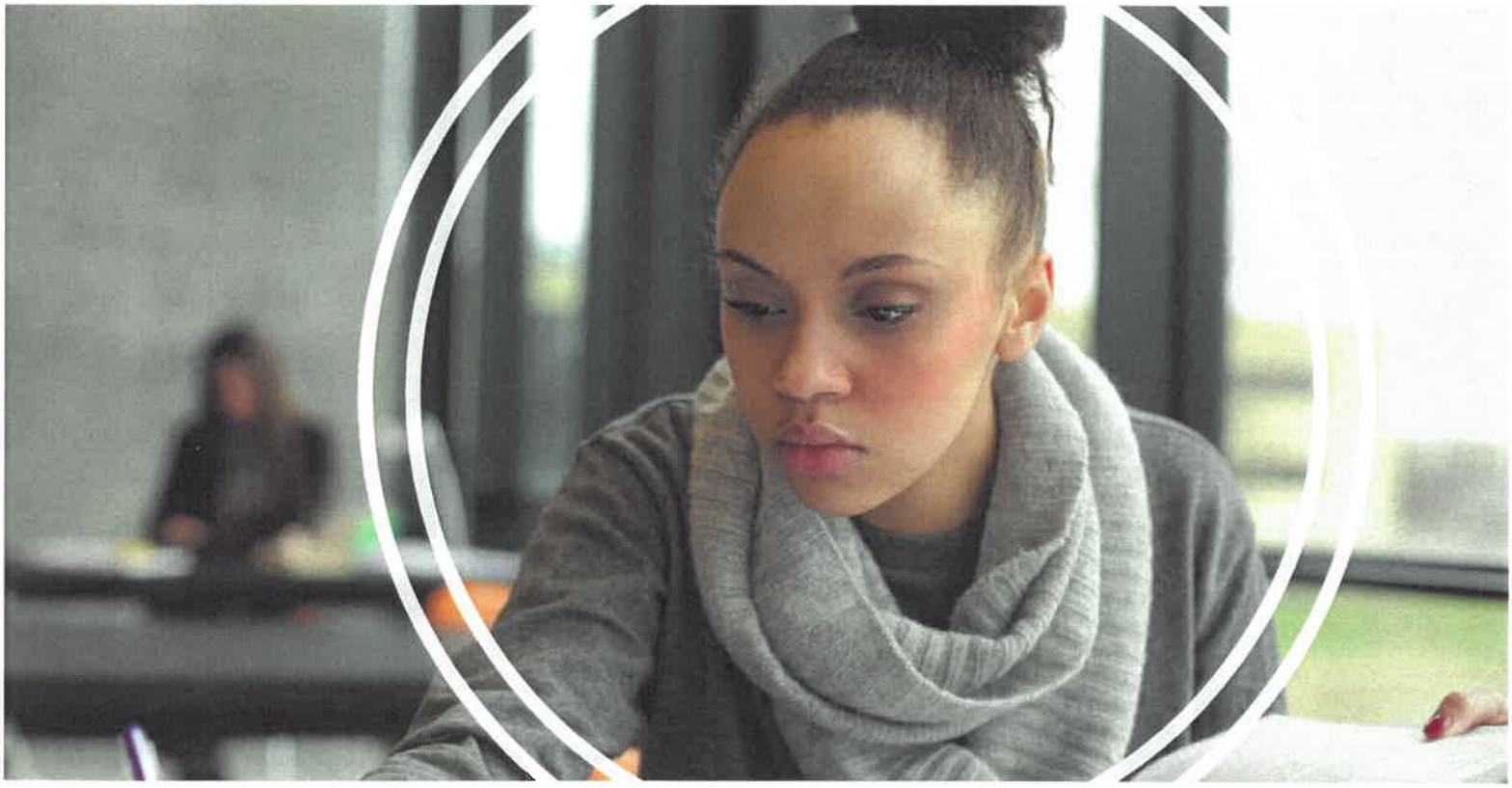
> *"There's a real need for the post-secondary systems to get better about sharing data. Some systems are fragmented, but the state needs to figure out how to get the data to play together. If any state can figure that out, it should be California, but we're behind other states."*
>
> **— Higher Education Leader**

Because of the challenges and limitations of remote instruction, some students have come to believe that higher education is no longer worth the time, expense, and effort.

Students question whether the education they are receiving remotely will enable them to meet their career goals. They also perceive a lack of culturally responsive curricula and teaching practices, lack of flexibility in scheduling and assignments, and lack of empathy and engagement from their professors. Some students expressed that these concerns existed before the pandemic and have become worse under the switch to online classes. Because of this perceived mismatch between the cost of attending college—in both time and money—and the value of the education they are receiving, some students are re-evaluating whether they should invest in higher education at all and are considering dropping out permanently or stopping out until in-person instruction resumes.

> *"The instructors should be expected to perform at their best level like they expect the students to do. We need to get what we're paying for!"*
>
> **— College Student**

Based on these findings, the Taskforce has developed a set of recommendations to address the challenges post-secondary students and institutions face in recovering with equity from the pandemic.



Recommendations

The recommendations in this report are a set of interconnected and interdependent systemic solutions meant to fundamentally change the way California supports all of its residents in equitably preparing for and engaging in education and careers. California's institutions and systems of education are dedicated to serving students, but must fundamentally shift to a learner-centered perspective that is proactive and prioritizes the supports and structures that will help all learners thrive. To do this work, higher education must collaborate within and across segments and with key partners, including K–12 education, nonprofit organizations, and employers. Independent institutions, which are an integral part of California's higher education system, are invited to join these efforts and to adopt or adapt these recommendations to meet the needs of their student populations.

The Taskforce identified four guiding principles that comprise the recommendations:



Fostering Inclusive Institutions

Institutional cultures and approaches to teaching and learning that work for all learners, especially those left behind.



Streamlining Pathways to Degrees

An integrated statewide system for admission and transfer to provide clear, easy-to-navigate pathways to degrees.



Facilitating Student Transitions

High-touch, high-tech guidance and improved academic preparation for college access and success.



Simplifying Supports for Student Stability

Resources and structures packaged and simplified to help students meet basic, digital, and financial aid needs.

Each guiding principle includes three key components:

PROBLEM — What is the issue, why does it matter, and how will addressing this issue impact priority student groups?

GOAL — What is the end state to be achieved, for whom, and within what timeframe?

STRATEGIES — What policy, practice, and resource allocation are needed to reach the goal?



Case Examples

To illustrate the impact of the Taskforce recommendations, this report includes case examples using the following fictional student personas. These personas are deeply informed by the interviews and focus groups conducted for this report, while protecting the anonymity of individual students.



age 19
Black

Erik grew up in a proud, historic community in Los Angeles. He lives with his parents and two younger siblings and commutes to a local community college. He hopes to eventually transfer to a CSU campus to earn a degree in nursing, but he worries about taking the right classes and whether he can even hope to be admitted to such a popular program. Even though his tuition is low, he works as much as possible to afford his car and also contribute to his family's household expenses. He also tries to help his younger siblings, who are attending school remotely. He wishes that his professors were more understanding of how hard it is to balance online classes, work, and family responsibilities.



age 14
Latinx

Marisol's parents immigrated to California and settled in the San Joaquin Valley. Seeing how hard her parents work motivates Marisol to excel in school. She would like to attend a UC to study engineering, but she worries about affording it. She also wonders whether her high school is preparing her to be successful in such a highly competitive academic program. She tried to talk to a counselor at her high school, but there wasn't an appointment available for several weeks.



age 27
Asian Pacific Islander

Michaela works at a day-care center in Oakland; it is not a high-paying job, but it provides discounted tuition for her three-year-old daughter. She loves working with children and is thinking about attending community college to begin the process of becoming a teacher, but she wonders whether she can manage work, parenting, and school. She sees ads online for for-profit schools and wonders whether that might be a faster and more certain route to a teaching job.



Fostering Inclusive Institutions

Institutional cultures and approaches to teaching and learning that work for all learners, especially those left behind.

PROBLEM

Institutional cultures and classrooms are not shaped around the experiences of students of color and adult students—and this impacts student success.

The pandemic and the nationwide racial reckoning have only exposed and exacerbated the mismatch between who California's students are and how they are served.

An equity-focused institutional culture is needed to promote the success of Black, Latinx, Asian Pacific Islander, Indigenous, and adult learners. When an institutional culture is inclusive, diverse, and equity-centered, we know students are "better educated and better prepared for leadership, citizenship, and professional competitiveness."[38] In addition, an equity-centered institutional culture is key to successful implementation of the Taskforce's other recommendations.

"One thing that has negatively impacted me is that there are no African American studies courses on my campus. It's offensive, it's really hurtful, and it's not helpful to developing my identity."

— College Student

GOAL

By 2030, learners of all backgrounds will report that they are valued, supported, and affirmed at their institutions; that faculty are adept at creating courses that are responsive to and build upon the unique experiences, needs, and talents of all learners; and that post-secondary institutions actively support their academic success and career readiness.

Inclusive institutional cultures recognize and value students as key partners and sources of expertise. Such cultures reflect an asset-based approach, recognizing the contribution that students' unique backgrounds and experiences bring to the educational environment, making the curricula relevant to students' unique experiences and interests, and helping students thrive through cultivating a sense of belonging. Within an inclusive and anti-racist institutional culture, faculty hold the same aspirations and standards for all students and believe in their capacity to achieve. Such a culture benefits all students, regardless of background.

To implement inclusive cultures, higher education leaders and institutions must design and advance systems that meet students where they are by providing relevant resources, culturally competent learning environments, recognition of students' family and work commitments, integration of career-relevant knowledge and skills, and equity-oriented curricula and course pathways.

As outlined in the strategies that follow, developing inclusive institutional cultures requires transforming professional development and hiring practices, improving classroom experiences, and aligning student supports.

RECOMMENDATION 1

Improve Faculty, Staff, and Administrator Diversity

An equitable and inclusive culture cannot exist if campus personnel do not reflect the rich diversity of California. Expanding faculty, staff, and administrator diversity requires dedicated, intentional efforts bolstered by strong data monitoring and accountability.

Policy Changes at the State, Segment, and Institutional Levels:

- Adopt and implement **innovative hiring practices** to increase faculty, staff, and administrator diversity, including equity-centered outreach and duty statements, inclusive minimum qualification and selection processes, cluster hiring, diversity in hiring committees, exit interviews, and first-year onboarding programs.
- Redesign **Equal Employment Opportunity (EEO) plans** to uplift equity-centered practices throughout all aspects of employment process and retention. These documents should be tools for reflection and innovation, not compliance.
- Include a periodic **review of progress on EEO plans in board agendas** at the segment and local levels.

Practice Changes at the Segment and Institutional Levels:

- Develop **supports for diverse faculty, staff, and administrators,** such as mentorship opportunities and newly hired communities, to improve retention rates.
- Provide **boards and administrators with professional development** on fostering a diverse and inclusive workplace.
- Foster **collaboration between faculty preparation programs and campuses** to effectively support the next generation of California educators.
- Empower faculty, administrators, staff, and students to **report instances of microaggression, harassment, or discrimination,** and provide safe, anonymous reporting channels. Ensure that campus policies support increased reporting.
- Collect **comprehensive quantitative and qualitative data** throughout all aspects of the employment process, and ensure that institutions track and act upon this data to address diversity, equity, and inclusion issues. Necessary data must be disaggregated and include:
  - Demographics by employee type, including interim positions and rank
  - Tenure of administrators
  - Courses taught by adjunct faculty by department
  - Investments in equal opportunity employment practices
  - Departures by department, employee type, and rank
- Hold institutional leaders responsible for developing plans outlining specific **diversity goals and strategies** to reach each goal, practicing data transparency, conducting diversity reviews/audits to identify problems, identifying staff to address problems as they arise, and incorporating progress on diversity goals into performance reviews.

Resources Needed:

Institutions should allocate funding and staff time toward the diversity-oriented hiring and retention practices recommended. Segments and institutions also should devote resources to quantitative and qualitative data collection related to faculty, administrator, and staff diversity, and dedicate professional development to workforce data analysis and action planning, with the goal of shifting from a compliance mindset intent only on meeting legal requirements to the transformation of the system. Data should be collected during the pre-hiring, hiring, and retention stages. While some new resources will likely be required to build more robust data systems, the greatest resource required is likely to be staff time for data analysis, monitoring, and follow-up.

RECOMMENDATION 2

Cultivate Inclusive, Engaging, and Equity-Oriented Learning Environments

System and local boards, faculty, administrators, and staff need professional development, resources, and support to redesign the learning environment so that it better serves all learners.

Policy Changes at the State, Segment, and Institutional Levels:

- Enact legislation **mandating that each segment upskill all board members, staff, faculty, and administrators** with training and professional development in implicit bias, cultural competency/fluency, and effective teaching techniques for diverse learners, targeting 2022 for completion of first-round professional development.
- Empower and **incentivize faculty, staff, and administrators to diversify the curricula, incorporate career-relevant learning experiences** (such as work-based learning), and recognize progress through administrator and staff evaluations and through the faculty tenure and review processes, with a target of significant course and program redesign by 2025.
- Ensure that **programs of study incorporate on-ramps and off-ramps** for learners who must attend to other priorities (e.g., work, caregiving).

Practice Changes at the Segment and Institutional Levels:

- **Re-envision curricula** across disciplines to be anti-racist and equity-centered and foster a sense of belonging among students. In partnership with faculty leaders, institutional leaders should develop metrics to monitor curriculum redesign. For example, students' course evaluations could include a question pertaining to whether the course content aligned with principles of diversity, equity, and inclusion.
- Implement **culturally competent teaching and learning practices**, which include routinely assessing instruction from a diversity, equity, and inclusion perspective.
- Incorporate **equity-centered practices** into teaching and learning, grading, annual evaluations, and faculty review/tenure processes.
- Create culturally responsive and easily accessible **channels for students to report instances of hate, discrimination, and microaggressions**, and implement restorative justice-centered practices to address those behaviors.
- Embrace teaching and learning practices based in research on **effective teaching techniques for adult learners** and that reflect and value the knowledge, skills, and experiences of adult learners.
- Include **adults and programs that focus on adults** (e.g., continuing education programs) in institutional and system goals.
- Provide the option for **competency-based courses and programs** to affirm the college and work experience of all learners.

- Integrate **work-based learning across the segments**, and throughout all disciplines, to better prepare learners for their desired careers and to make programs more relevant and responsive to learners' interests and goals. Develop metrics to track progress on implementing work-based learning.
- Engage **employers as partners and stakeholders**, not just as passive consumers, to ensure that post-secondary programs meet current and anticipated statewide and regional workforce needs; also engage these partners to provide work-based learning and teach courses.

Resources Needed:

Existing professional development funding can be repurposed to prioritize equity-oriented training. Some new funding and considerable staff time will need to be identified to develop professional development modules, redesign curricula and courses, and draft model evaluation and tenure review processes.



CASE EXAMPLE: WHEN EDUCATORS CAN RELATE

When Erik registered for classes, he was glad to see that some of his professors were Black. He looked forward to taking their classes, knowing that they might be able to relate to his background and experiences as well as the many competing demands on his time. In one of his classes, Erik's professor led a discussion about implicit and explicit discrimination in healthcare, as well as the importance of healthcare workers being sensitive to the needs and concerns of the Black community. This discussion helped Erik feel seen, respected, and affirmed. By pursuing a career in nursing, Erik felt confident that he could not only support his family, but also make a difference in his community.

RECOMMENDATION 3

Retain Students through Inclusive Supports

To develop an affirming and supportive culture that promotes student wellbeing and academic success, institutions must intentionally, thoughtfully, and creatively evaluate and, as necessary, redesign current support activities and develop new practices and programs.

Policy Changes at the State, Segment, and Institutional Levels:

- Expand programs that **promote students' representation and sense of belonging** (e.g., identity-based resource centers, outreach programs, etc.).
- Develop a **statewide approach for California students to access certain supports** (e.g., campus food pantries) regardless of campus/system affiliation.
- Review the **role of policing in higher education,** evaluating its impact on institutional culture, particularly for Black, Latinx, and Indigenous students; adopt community-based approaches for addressing campus safety issues (e.g., mental health counselors, crisis response teams) as appropriate.
- Develop **research-based metrics for evaluating campus climate** and its impact on student success and retention. Examples of potential data to collect include measures of learners':
  - Sense of belonging
  - Experiences with discrimination and harassment
  - Perceptions of the degree to which the campus promotes diversity across race, gender, sexual orientation, and ability
- Hold institutional leaders and governing boards responsible for ensuring that institutions have plans outlining **specific goals for these metrics, and strategies to reach each goal.** Such plans may leverage existing campus climate data as appropriate.

Practice Changes at the Segment and Institutional Levels:

- Cultivate a **stronger sense of inclusion** among students by fostering opportunities for students of different backgrounds to build community with one another and by encouraging students to be better stewards of campus climate.
- Offer **academic and student support programs year-round and outside the traditional work week** to better serve learners with work or caregiving obligations.
- Foster **collaboration and alignment among student support departments** (e.g., Basic Needs and Office for Students with Disabilities) and between **student and academic affairs.**
- Empower **students to engage in diversity, equity, and inclusion** work by recognizing their expertise, providing them with mentorship, and incorporating them into decision-making (including the review of EEO plans and hiring practices).
- Empower **faculty with student support information,** integrate the information into course syllabi, and encourage appropriate referrals to campus programs and lead staff.

Resources Needed:

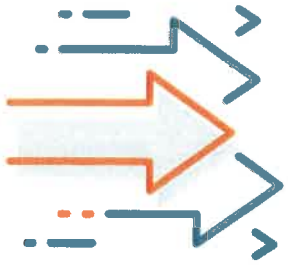
Segments and institutions will need to provide resources to support collaboration among student support services and faculty (e.g., funds for joint programming, percentages of staff time focused on establishing collaborative initiatives, etc.) and research on the impact of campus climate on student success/retention (e.g., dedicated time for existing research positions or the creation of new roles).



"To aid California's recovery we must uplift student voices and create equity-centered institutions of learning. At the core of this work is an ecosystem that fosters inclusive, diverse, and equity-centered teaching and learning; in other words, the cultural transformation of our higher education systems is critical. We will succeed by supporting educators to lead culturally competent learning environments and by systematically designing equity-oriented curriculum, course pathways, and student supports."

— Dr. Daisy Gonzales, Taskforce Member and Deputy Chancellor, California Community Colleges Chancellor's Office





Streamlining Pathways to Degrees

An integrated statewide system for admission and transfer to provide clear, easy-to-navigate pathways to degrees.

PROBLEM

Historically, the process of applying to college has been unnecessarily complex and time-consuming, creating immense challenges for families and learners, particularly those without prior college experience.

As a result, many learners (disproportionately Black, Latinx, Indigenous, Asian Pacific Islander, and adult learners) have opted not to apply to or attend colleges for which they are qualified.[39] Californians should not be dissuaded from applying to college, or from transferring between institutions, due to finances, family or work considerations, or bureaucratic hurdles. To reduce these challenges and address their impact on college persistence and completion, a three-pronged approach to reforming college admission and transfer is proposed.

"I've had two different counselors—it depends who is looking over your curriculum, your classes, and that affects your schedule. The one I had earlier had something different planned for me than the next one. That's one big point while transferring. I think it depends on the counselor how they explain and what resources they provide."

— College Student

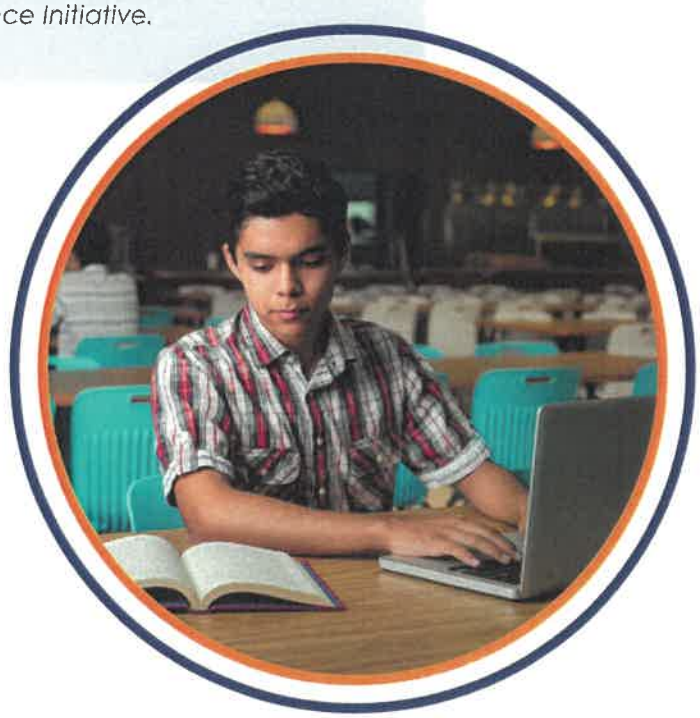
GOAL

By 2030, learners will have clear, easy-to-navigate pathways into and through post-secondary education, as well as admission and transfer processes facilitated by an integrated technology platform, dual admission, and common course numbering.

All students, but particularly Black, Latinx, Indigenous, Asian Pacific Islander, and adult learners, will benefit from the availability of college-going pathways that guarantee seamless integration of early college credit, dual admission, transfer, and reverse-transfer to support the timely completion of their post-secondary goals. Anchored by an integrated technology platform, learners will be supported along their individual pathways in anticipation of a college journey in which they take classes from at least two post-secondary institutions. Once established, this system will offer more effective planning for prospective students, guidance counselors, outreach programs, and admission professionals, and will also increase collaboration among institutions.

INTEGRATED TECHNOLOGY PLATFORM

The creation of an integrated technology platform is a critical strategy referenced throughout the Taskforce's recommendations. The platform will provide learners with an easy-to-use, single point of access to applications, tools, data, resources, and digital supports across California's vast education and social services systems. Throughout this report, the numerous ways the platform can help advance equity for learners and formalize collaboration across institutions and systems are described in detail. The initial steps for developing the platform have already taken place with the state's investment in a Cradle-to-Career Data System that is integrated with the California College Guidance Initiative.



RECOMMENDATION 4

Establish an Integrated Admissions Platform

California should create an integrated technology platform to streamline the currently overwhelming and excessively complex application and transfer processes. Designed well, such a platform also can help colleges and universities better manage enrollment, integrate recognition of students' existing knowledge and skills through credit for prior learning and mastery-based learning, plan for course delivery, and address capacity constraints. The development of an integrated technology platform will take extensive coordination and investment as described below.

Policy Changes at the State, Segment, and Institutional Levels:

- Approve the creation of an **integrated technology platform** that facilitates a common application for admission and transfer to California public institutions of higher education.
- Explore possible **legislation mandating a singular system integrated with the California College Guidance Initiative (CCGI) and the Cradle-to-Career Data System.**
- Ensure that the single platform includes a **dual admission function.**
- Develop **policy changes across community college, CSU, and UC segments** to align to a singular application system, including common admission deadlines, application requirements, etc.
- Discern a **funding formula for allocating application revenues** across parties.

Practice Changes at the State, Segment, and Institutional Levels (including associated platform design elements):

- Scaffold the integrated platform on top of an **existing system** (such as CCGI)[40] and align it with the statewide Cradle-to-Career Data System and its operational tools.[41] The platform should allow for an application/enrollment process to all public institutions in which **high school transcript data and previously earned credits at California public institutions pre-populate** into the application.
- Create a **single repository for student transcripts** across high schools, community colleges, CSU, and UC (prioritizing high schools and community colleges initially).
- Develop **intersegmental post-secondary degree program roadmaps** to promote efficient course-taking behaviors across educational sectors, and embed these roadmaps in the technology platform so learners and their advisors can plan ahead and track progress. This effort can build on the work of the CCGI.[42]
- Develop a **bundled application fee structure** that does not discourage learners from applying.

Resources Needed:

Dedicated resources from the state will be needed to design and create the integrated technology platform, including software and system development to build the platform, as well as technical staff to operate the platform in collaboration with institutions. Extensive planning time also will be needed for the architects and managers of each segment's existing admissions and transfer systems to work with the developers of the integrated technology platform to design and implement back-end system integration.

Faculty and administrators from K–12 and post-secondary segments will need time to collaborate to develop intersegmental post-secondary degree roadmaps. This work could be modeled after the state's existing intersegmental coordination efforts (e.g., the K–12/ community college College and Career Access Pathways agreements and the Associate Degree for Transfer).



CASE EXAMPLE: WHEN COURSES TRULY CONNECT

As Erik thought about enrolling in his local community college, he wondered whether he'd be able to transfer to a CSU to complete a nursing degree. He shared his concerns with his friend Marcus who already attends community college. Marcus assured him that there had been some important changes that address just this kind of question. At Marcus's urging, Erik visited the college's website. When he typed "nursing" into the search box, he was directed to a degree map that outlined the courses he could take at the community college that would transfer directly into a CSU nursing program. Encouraged, he clicked on the "apply now" button and was directed to a statewide admission platform. The admission site explained that, if he applied for dual admission and was accepted, his place on the CSU campus would be assured. A few weeks later, Erik was notified that he qualified for dual admission to the CSU. Getting into the competitive nursing program would be dependent on completing his initial courses within two years and the grades he earned at the community college, but at least he knew that if he followed the degree map and worked hard in those courses he could reach his goal of becoming a nurse.

RECOMMENDATION 5

Streamline and Unify the College Admission Process

Recognizing that most learners attend more than one college in order to earn a degree, California public institutions should adopt a streamlined and unified admission process, enabled by an integrated technology platform, that provides an option for dual admission to smooth the pathway for learners who wish to attend a four-year institution but begin at a community college. Similar to the commitment community colleges have already made to dual enrollment opportunities, dual admission would incentivize community college students to enroll full-time and continuously, with the assurance that they have been accepted to a four-year college and would be prioritized for programs and services (such as priority registration) to keep them on track. The successful creation of a streamlined and unified college admission process will require collective commitments across multiple fronts.

Policy Changes at the State, Segment, and Institutional Levels:

- Develop a **unified admission process** for all California public post-secondary institutions.
- Require segments to create a **two-tiered, guaranteed dual admission process**[43] to a campus and major of choice for otherwise qualified applicants who are missing up to three courses in their A–G sequence in math or language (Tier I) or who are UC/CSU-eligible but did not apply (Tier II). Design the dual admission process to allow learners to complete their first two years at a community college with guaranteed admission to a specific UC or CSU prior to beginning their community college courses.
- Allow learners who are dually admitted to **take advantage of resources (e.g., library, gym, etc.) at the nearest UC or CSU campus** while attending a community college.
- Adopt policies, such as **priority course registration** for dual admission applicants, increasing the likelihood that learners can complete their lower division courses within two years.
- Develop a **four-year financial aid package for dually admitted students that accounts for the total cost of college attendance,** that braids together institutional, state, and federal resources, and that offers financial support predictability for learners.
- Expand **prior learning assessment and the recognition of prior learning credits** in the transfer process.[44]
- Enact policy that would **automatically admit high school seniors to** their local community college or workforce training program, with the option to opt out if they have other post-secondary plans in place. Based on their high school records and assessment of prior learning experience, and enabled by the integrated technology platform, proactive guidance and advising would be provided to assist students with next steps in the enrollment and registration process.

Practice Changes at the Segment and Institutional Levels:

- Recommit to **accelerating the widespread, consistent implementation of the Associate Degree for Transfer (ADT) program** as a statewide vehicle to facilitate streamlined and transparent pathways for student transfer from community college to four-year institutions.
- Target **high-impact communities for initial implementation,** including communities with high-need school districts and/or community colleges with historically low transfer rates.
- Partner with **workforce development agencies, high school counselors, and outreach programs** to identify on-track learners and equip these partners with access to a tool such as the California College Guidance Initiative (CCGI).[45]
- Implement **college knowledge supports and outreach** for high-potential learners and their families, including workforce training applicants and soon-to-be high school graduates.
- Synchronize **admissions and transfer timelines** across all public post-secondary institutions.

Resources Needed:

Strategic investment to encourage the creation and adoption of a streamlined and unified admission system can begin by targeting initial implementation in high-impact communities where CCGI is well-established. This initial implementation must include outreach that is conducted by professional, community-based, multilingual champions trained in cultural competence. Expansion beyond initial implementation should occur simultaneously with the scale-up of CCGI to provide the data to help all institutions identify Tier I and Tier II learners.



CASE EXAMPLE: WHEN STUDENTS FIND VIABLE OPTIONS

Michaela found out that her local community college had an advisor who could help her get college credit for the training she received in her job at the daycare center. She was skeptical, but made an appointment. When she arrived, she was surprised to see plenty of older students on campus. The advisor explained that there were several ways Michaela could earn college credit both for the formal courses she had taken and by demonstrating her knowledge and skills. The advisor also showed how the courses she could take at the community college would transfer directly into a B.A. program that could lead to a teaching credential. Michaela was especially happy to see that, with an associate's degree, she could qualify for a teacher's aide position at a public school. This job would provide much better benefits than her current one and still give her time to care for her daughter. Later, when her daughter starts kindergarten, Michaela could think about continuing on for her bachelor's degree and teaching credential.

RECOMMENDATION 6

Develop a Common Course Numbering System

To streamline transfer from two- to four-year institutions and reduce excess credit accumulation, California's community colleges must adopt a common course numbering system, starting with general education requirements and eventually expanding to transfer pathway courses. The aim would be to align all community college courses so that students transferring to four-year institutions know, as they are pursuing their courses, that they are meeting the requirements of the receiving institutions. General education courses would be targeted for common course numbering by 2023, while transfer pathway courses would be targeted for 2025. The effort to establish a common course numbering system will be extensive, requiring a multi-level, sequenced approach. The development of common course numbering would also help to facilitate reverse-transfer.

Policy Changes at the State, Segment, and Institutional Levels:

- Mandate that **community colleges work together** to develop a common course numbering system to facilitate transfer and reverse transfer.
- Create a **standard for transferring between semester and quarter units.**
- **Tie funding to courses** in the community colleges that are a part of the common course numbering system with clear pathways into CSU and UC.



Practice Changes at the Segment and Institutional Levels:

- Foster institutional collaboration to **create standards for common courses,** as well as a "rubric" for more specialized courses, to ensure course credits are properly recognized and accepted across institutions.
- Encourage **communication and regional partnerships** to ensure that community college-CSU/UC articulation agreements are updated in real time with course numbering changes.
- Align **regional institutional offices to create seamless processes** for learners moving throughout regional systems and to help keep regional systems working in sync.

Resources Needed:

Time will be the most valuable resource needed to develop a common course numbering system, including time for community college faculty to agree on course equivalencies and for institutions to align curriculum changes to allow for smooth transitions. In addition, institutions will need time to train counseling and admission staff to leverage the common course numbering system in order to make course equivalence and certificate/degree awarding processes automatic.



We must tackle the systemic barriers that students face when matriculating through California's systems of higher education by utilizing existing and emerging technologies and resources. By recognizing the new reality for the majority of California's students that are increasingly diverse and intersectional, the erosion of these barriers is critical to an equitable recovery from the inequitable impacts that the pandemic continues to have on our students."

— Michael Wiafe, Taskforce Member and Former President of the California State Student Association



Facilitating Student Transitions

High-touch, high-tech guidance and improved academic preparation for college access and success.

PROBLEM

For K–12 learners in California, inadequate college preparation, limited advising and access to college information, and constrained access to early college experiences are key contributors to equity gaps.[46]

Advising is limited at many public high schools, so students are often left to identify their academic and career interests and to navigate the college admission process on their own. In 2018–19, the student-to-counselor ratio in California was 612-to-1, well above the national average of 430-to-1 and the recommended ratio of 250-to-1.[47] The A–G course system makes it easier for students to identify courses that will qualify for UC and CSU admission, but access to these courses is limited at many California high schools. Because of these challenges, only half of California high school graduates complete the A–G course requirements necessary for admission to UC and CSU, and Black, Latinx, Indigenous, and some sub-groups of Asian Pacific Islander learners have significantly lower rates of A–G completion than their peers.[48]

Some high school learners gain early college exposure and earn early college credit—which is associated with positive outcomes including high school completion, college entry, improved college performance, credit accumulation, and degree attainment[49]—but many learners lack access to these early college opportunities and the benefits they confer.[50]

These challenges continue into higher education, where it can be difficult for students to choose an academic program and navigate the many rules and requirements, necessary forms, and deadlines. Beyond managing the college bureaucracy, students need to know that they have a knowledgeable, caring advisor to whom they can turn when they encounter difficulties.

Many of the obstacles students face can be addressed through greater K–12 accountability for college readiness, stronger advising in K–12 and higher education, and more opportunities for learners to experience college while still in high school.[51] If California does not address these institutional and informational barriers, thousands of learners across the state will be deprived of the opportunity and support needed to earn a post-secondary credential. This is all the more important to pandemic recovery as obstacles have been heightened and many learners and their families face even greater financial insecurity.

"At my school we only have two counselors, one for every two grade levels. We have 500 students total. Those counselors are really packed with a lot of work. It's hard to keep in touch with them and difficult to get information you need. I can reach out to the counselor, but the ability to communicate with counselors is really rare at my school right now."

— High School Student

GOAL

By 2030, learners in all public schools will have access to college preparatory coursework; early college experiences; and a high-tech, high-touch advising system that supports their success from middle school and high school into and through higher education and into the workforce.[52]

Students require a combination of rigorous and relevant academic preparation and proactive support and advising to meet their academic and career goals. Improving college access and success and closing equity gaps in degree attainment require expansion of college preparatory course-taking and early college experiences, paired with state-of-the-art advising that blends data and technology with proactive, personalized support. An effective system such as this would start in middle school and continue through post-secondary.

RECOMMENDATION 7

Provide High-Tech, High-Touch Advising

The integrated technology platform (referenced in previous recommendations in this report), paired with a statewide chatbot accessible 24/7 via the web and mobile devices, would allow advisors to provide data-driven, high-tech, high-touch advising to support middle school, high school, and college learners on their pathways to degrees. The platform will ensure that middle school, high school, and college learners (and those who support them) can access all the information they need regarding students' educational records, college preparation, enrollment, financial aid, and progress toward a degree. The chatbot will use this information to identify and help students resolve routine problems, freeing up advisors to provide proactive, personal support.

Policy Changes at the State, Segment, and Institutional Levels:

- Establish policies to create a statewide **integrated technology platform with a connected chatbot** that ensures middle school, high school, and college learners and their supporters can access critical information. This strategy builds on the groundbreaking work of Georgia State University, which has established national best practices for leveraging data and technology to improve student experiences and outcomes.[53] This technology will free up advisor capacity for important one-on-one advising of students.
- Create **integrated advising tools** within the technology platform and chatbot. These tools include an advisor-facing interface that helps advisors monitor their advisees' progress along personal, academic, and career goals, fueled by artificial intelligence (AI) technology that leverages predictive analytics to notify advisors when students get off track or have an important task coming up.[54]
- Establish a plan to assign learners most in need to a **professionally trained advisor**—beginning in middle school and lasting through college—who will provide encouragement and authoritative advice to facilitate their paths to high-quality post-secondary credentials.[55]



Practice Changes at the State, Segment, and Institutional Levels:

- Ensure the platform and chatbot **leverage data to proactively provide high-tech, high-touch personalized support** to learners in middle school through college.[56]
- Design the integrated technology platform and chatbot so that **learners and their parents will be able to track progress to and through college** and find/ask for the information they need, which will, in turn, provide data for targeted messaging from the chatbot (and for some learners, targeted interventions from advisors) to encourage the timely completion of critical tasks and processes.
- Make the chatbot available through the technology platform and via **texting platforms** on users' phones, so they are able to send and receive messages directly as texts.
- Using artificial intelligence, send **"personalized" nudges to learners in targeted populations** (e.g., learners who have not submitted a form, failed to register for classes, or who are eligible for a scholarship or study abroad experience), with learners having the ability to ask immediate follow-up questions and receive automated, clarifying answers.
- **Customize the knowledge base for the chatbot** so that it provides higher-level answers that pertain to all post-secondary segments, provides more specific answers that pertain to particular institutions, and uses AI to target answers to learners based on their specific characteristics (e.g., region, grades, major, college campus, financial circumstances, etc.).
- Deploy the technology platform and chatbot to support **virtual one-to-one advising appointments** and to uniformly connect with K–12, community college, and four-year university technology platforms to foster a data-driven, collaborative, case-management approach to advising California learners.

Resources Needed:

Building the integrated statewide technology platform and chatbot—and embedding advising tools within the technology—will require a significant startup investment along with ongoing financial support for system updates and maintenance. Technology costs increase with the potency of the tool: For instance, it is less expensive to deploy a chatbot that provides all students the same answer to the same question, and more costly but also more impactful to deploy a chatbot that deeply taps into data systems and uses AI to provide customized answers to questions based on students' individual characteristics. A core team of full-time staff will be needed to manage the integrated technology platform and chatbot on a daily basis, with professional experts in communication and social media approaches needed to supplement the technology team in the daily running of the platforms. Content experts from campuses, including faculty and learners, can be deployed to provide content and messaging and to maintain and update the chatbot's knowledge base.

With regard to advisors, assuming a 250-to-1 student-to-advisor ratio, a diverse group of roughly 2,000 advisors will be needed to provide support to 500,000 students deemed to be most in need of high-touch advising, and a small staff team will be needed to manage and support this network of advisors. A plan must be established for setting up and financing this system of advisors, created in partnership by K–12 and post-secondary systems.

RECOMMENDATION 8

Support College Preparation and Early Credit

Completing a college preparatory curriculum is important for high school learners' ability to transition and succeed in post-secondary education. A–G course completion sets learners up to be eligible for admission to CSU and UC, and earning early college credit—for example, through dual enrollment—not only gives learners credit toward a post-secondary degree but can also instill confidence in their ability to be successful in college. K–12 and post-secondary education should work together to make A–G coursework the default high school curriculum, strengthen K–12 accountability for college preparation, and expand access to early college experiences.

Policy Changes at the State, Segment, and Institutional Levels:

- Strengthen **K–12 accountability for post-secondary preparation** using the College and Career Indicator (CCI)[57] to measure schools' success in college preparation, including A–G completion and default scheduling, AP course-taking, and other early college credit opportunities.[58] As recommended in a recent report by the Education Commission of the States, "Organizations will pay the most attention to the measures they are required to report. With that in mind, states' departments of education could include measures of college and career readiness on district and school report cards."[59]
- Establish a plan to make **A–G coursework the default high school curriculum for all students,** with alternate programs available for students who choose to opt out of a college preparatory pathway.[60]
- Expand **early college credit opportunities.** Building on California's AB 288,[61] allow college classes to be taught on high school campuses exclusively for high school students and create College and Career Access Pathways (CCAP) partnerships between community college districts and high schools to offer dual enrollment courses that count for both a high school diploma and an associate's degree.

Practice Changes at the Segment and Institutional Levels:

- Provide **robust professional development** for faculty, administrators, and staff of middle schools, high schools, community colleges, and universities to improve college and career preparation, use of data, and advising.
- Establish **K–12/higher education teams to identify and dismantle barriers to A–G and early college course completion** for all learners, including constraints with regard to scheduling, instruction, and counselors.



"To reduce inequality in educational attainment we must better align our systems of education, reduce information barriers, and improve support for students navigating the road to a college degree."

— Michal Kurlaender, Taskforce Member and Professor and Department Chair, University of California, Davis, School of Education

Resources Needed:

Dramatically increasing student participation in college preparatory courses will require resources to support K–12 teachers over an extended timeframe, especially given that students' eligibility for college preparatory courses is often determined by their experiences in elementary and middle school. To begin that process, resources will be needed to convene administrators and faculty from K–12 and post-secondary education, first at the state level and then locally, to determine the professional development, staffing, and other changes necessary to enable broad-based expansion of A–G course-taking. Similarly, staff from high schools and community colleges will require time to address barriers to expanded early college enrollment.



CASE EXAMPLE: WHEN HELP IS ALWAYS AVAILABLE

One day, Marisol is pulled out of class to attend a meeting in her high school guidance office. Worried that she is somehow in trouble, Marisol is relieved—and excited—to learn that she has been selected for a new program that will provide her with a dedicated advisor. She soon gets an email inviting her to meet virtually with her coach, Ms. Rodriguez. At the meeting, Marisol tells Ms. Rodriguez about her dream of becoming a mechanical engineer and confides in her, asking questions about affording UC and being prepared for such a rigorous program. Ms. Rodriguez shows Marisol a degree map listing all the courses she should take in high school and the courses she will have to complete in college to earn an engineering degree. The advisor notes that there are several classes offered through the dual enrollment program with the local community college that meet the A–G admission requirements and will count toward an engineering degree. Ms. Rodriguez also shares that taking these courses will help Marisol decide whether engineering is right for her and may help her feel more confident in her preparation to succeed in that pathway. Before the meeting ends, Ms. Rodriguez shows Marisol how to establish an account on the statewide integrated technology platform. She explains that, not only is this the place to fill out her college application, it is also a means to find information, ask questions, and plan her next steps, which she can even do through an app and chatbot she can access on her phone. Soon after she signs up, Marisol receives a text about a financial aid information night that will be conducted in Spanish; she shows the text to her mom, who is relieved to know that college is within reach.



Simplifying Supports for Student Stability

Resources and structures packaged and simplified to help students meet basic, digital, and financial aid needs.

PROBLEM

One of the greatest challenges during the pandemic is that learners cannot adequately focus on learning because they must focus on meeting their basic needs.[62]

These needs include food, housing, and access to technology necessary for college participation, as well as other foundational services such as transportation and dependent care. These challenges reduce the odds of college entry and completion for many learners, particularly those who stand to benefit the most from college attainment—hindering both individual economic mobility and the state's ability to recover from the pandemic-induced recession.

Basic needs security requires "an ecosystem that supports financial stability by ensuring equitable access to nutritious and sufficient food; safe, secure, and adequate housing (to sleep, study, cook, and shower); healthcare to promote sustained mental and physical wellbeing; affordable transportation; resources for personal hygiene care; and emergency needs for students with dependents."[63]

The definition above from the University of California provides a thoughtful foundation for supporting learner needs. To further strengthen and update it for us across segments, it should be adapted to add the requirements of digital equity: affordable and reliable internet access as well as the technology devices needed for learning, particularly in light of the pandemic's implications for education.[64] Prior to the pandemic, the inability to consistently attend classes in person due to transportation issues led to students dropping out, failing to complete their coursework, and/or struggling to maintain good attendance. In the pandemic era, it is access to sufficient and reliable internet service that makes the difference. The effects of being unable to access the class, course, or instruction are the same. Support for both will be critical as pandemic recovery takes hold.

The Newsom Administration led public-private partnerships raising a total of $3.9 billion in corporate and philanthropic funding during the first eight months of the pandemic to support Californians' basic needs.[65] In addition, the Governor's 2021–2022 budget proposes to invest $100 million in one-time funds and $105 million in ongoing funds to support basic needs at the public segments. While these investments are impressive, a more systematized ongoing approach to meeting basic needs for California post-secondary learners who qualify is necessary in the long term. Without it, students are making difficult short-term choices to stop out of higher education or delay enrollment.

Finally, state and federal student financial aid amounts have not kept pace with the increased costs of student basic needs, especially in high-cost areas of the state. The need-based Cal Grant is primarily designed to support tuition costs, leaving basic need costs to be covered from other funds (e.g., federal Pell Grants, student employment, and student loans).[66] Efforts to increase financial aid have been welcome, but more needs to be done to maximize the flexibility to address ongoing severe basic needs challenges, such as doubling the Pell Grant.[67] Without all students completing the FAFSA or CADAA form before leaving high school, however, California will have only a partial picture of what that focus could accomplish.

"I know the school is doing a lot, like providing WiFi. But some families just can't afford it. How can we expect students to do well when their WiFi is cutting off, they're missing lectures, or they're getting kicked out of Zoom meetings."

— College Student

GOAL

By 2030, learners will receive support to meet basic needs through a simplified, integrated system that enables qualified college students to access California's social services, subsidized internet and technology, and increased financial aid.

Proactively supporting the basic needs of California college students can allow learners to prioritize focusing on their education, but it requires delivering that support differently. By working together across social service agencies, institutions, and regional/local partners, and by automating enrollment in these services, California can create a seamless system for qualified college students to access the state's robust social services (e.g., CalFresh; housing programs; healthcare, including mental health; direct aid; subsidized childcare; transportation; etc.) as well as federal, state, and institutional financial aid.

Meeting students' needs also requires treating access to fast, reliable, and low-cost internet as a basic need, legally and culturally, just as transportation to and from campus has been supported in the past.

Finally, California must create a pathway whereby learners can complete post-secondary education without having to take on additional debt, through a combination of refocusing and increasing student financial aid.

RECOMMENDATION 9

Integrate Platform of State Services for Students

Historically, students apply for financial aid as their main support to defray college expenses. But that solves only part of the challenge. Using the integrated platform previously described in this report, students could submit their financial aid application once and receive, in return, the full suite of supports for which they qualify (e.g., financial aid, CalFresh, housing programs, healthcare, mental healthcare, subsidized childcare, transportation, internet/technology access support, etc.). A unified application process would provide students with a complete picture of how they can earn a credential or degree and also ensure that their basic needs—and those of their family—can be met. This eliminates the need for students to apply separately for every support service they may need.

This integrated system also would provide all students, families, and advisors with a simplified, low-burden approach for completing the FAFSA and the California Dream Act Application (CADAA) prior to high school graduation and return timely information to support their next steps. Some of the services could be delivered directly from the state, and others—such mental health and counseling services—may be coordinated and delivered locally on campus or in the community where a student lives or attends class. This integrated and automated platform, which would combine financial aid and social service access with college application and advising as recommended in this report, can become a powerful one-stop shop for high school and post-secondary students and families.

Policy Changes at the State, Segment, and Institutional Levels:

- Building on the early work of the CalFresh Work Group, create a multi-agency taskforce to identify any **existing legal barriers** (California or federal) to granting college students the ability to access the full suite of support services and **align these findings with the creation of the integrated Cradle-to-Career Data System** to ensure all institutions—K–12 education, post-secondary education, health services, human services, and others—are better able to **help students qualify for and use government support programs** to effectively access and complete their educations.
- Enable students to submit a **single application to access basic needs services alongside financial aid.** This will require data integration and data sharing across numerous local state and federal programs and agencies.
- Automate eligibility for services by **pre-populating the application** based on family income tax data and the Cradle-to-Career Data System.[68]

Practice Changes at the State, Segment, and Institutional Levels:

- Determine the **extent to which student/family data submitted via the FAFSA or the CADAA is sufficient** to apply for and receive other state, local, and federal services. The multi-agency taskforce will identify any deficiencies in the FAFSA or CADAA to serve this added purpose and recommend solutions that provide the greatest ease for students and families.
- Build partnerships between post-secondary institutions, state agencies offering services, and **local community agencies, nonprofits, and employers** to communicate and coordinate service delivery locally for eligible students as appropriate.
- Design user-friendly **reports that clearly and succinctly communicate what financial and basic needs supports learners are eligible for** and identify contacts for learners seeking additional help in filling any remaining gaps of support that would prevent them from applying and enrolling.

Resources Needed:

Resources required include significant dedicated staff time for the multi-agency taskforce. This taskforce would identify legal barriers and priority functionality for the integrated technology platform. It would determine what information (from the Cradle-to-Career Data System, state tax data, and financial aid databases) is required with a single application. The taskforce would also define the characteristics of the user interface and student reports. Funds will be required for technical experts to advise on and construct a user-friendly interface, integrate the data needed to produce individualized reports, and deliver reports to students in a secure fashion.

Institutions will need to assign staff to build partnerships with local agencies and service providers that bolster basic needs supports that the state may not provide. Institutions will also need to deploy staff to train advisors to engage with students on their individualized support package.

RECOMMENDATION 10

Subsidize Internet Access for Eligible Students

To provide subsidized access to reliable internet service for students who need it, this strategy calls for expanding the amount of funds offered through Cal Grant B and working with internet service providers to ensure they are offering their low-cost plans to all students who qualify for state or federal financial aid. This work builds on and amplifies the significant effort begun early in the pandemic, and it aims to institutionalize internet access as a basic need for learners. It also intersects with the recommendations of the *California Broadband for All*[69] report issued in late 2020.

Policy Changes at the State, Segment, and Institutional Levels:

- Consider any **statutory changes necessary to mandate student access to low-cost technology/internet access programs** for students who qualify state and/or federal financial aid.
- Consider increasing the **stipend portion of Cal Grant B** to accommodate technology-related costs.



Practice Changes at the State, Segment, and Institutional Levels:

- Explore partnerships with California's internet service and technology providers to offer **low- to no-cost technology access to college students with demonstrable need,** including promoting existing state contractual vehicles with internet service providers and equipment vendors to support cost savings and efficient purchasing of broadband services by local public entities.[70] This would be accomplished working through the California Broadband Council.
- Partner with internet service providers to **promote, track, and publicly report the progress of adoption of affordable internet services and devices** throughout the state (includes developing tools for low-income individuals and service organizations to identify and subscribe to affordable broadband plans).[71] This would be accomplished working through the California Broadband Council.
- Explore partnerships with local and county agencies and providers (e.g., libraries) to **expand WiFi and technology access in unserved and underserved geographic areas** in the immediate term. For some areas, it will be necessary for institutions to explore and adopt innovative technology and new partnership solutions to establish WiFi and technology access.

Resources Needed:

The resources required for this strategy include dedicated staff time for post-secondary segments and/or institutions to participate in California Broadband deliberations and understand the options for partnership and purchasing. The work also demands dedicated staff time and modeling expertise to explore the implications and options for using Cal Grant B to support internet and device subsidies, and to determine if there are other funding sources that can be leveraged. Identifying and considering any needed statutory changes also will require staff time and conversations with leadership.

At the institutional level, it will be important to have dedicated staff assigned to exploring local partnership support for short-term efforts and determining which tools and purchasing opportunities (that might be developed through the Broadband Council) are available. The effort may require additional funds to make basic technology available at little to no cost for students who qualify.

RECOMMENDATION 11

Improve College Affordability

California would benefit from expanding opportunities for financial aid, including the opportunity to more robustly engage students in work opportunities (federal work study and others) that allow students to reduce their reliance on loans, gain relevant work experience, and earn their way forward with a reasonable workload that supports their academic progress. The California Student Loan and Debt Service Review Workgroup is already exploring creation of a pathway for learners to complete post-secondary education without having to take on additional debt, through a combination of refocusing and increasing student financial aid.

Policy Changes at the State, Segment, and Institutional Levels:

- Engage the Governor, state legislative leaders, California's congressional delegation, and its higher education and business leadership in a coordinated campaign to advocate **doubling the maximum federal Pell Grant and funding for the Federal Work Study (FWS) program.** Work to refine the distribution formula such that community colleges—many of which currently receive a disproportionately low amount of FWS relative to the significant numbers of low-income students they serve in California—receive a fair share of distributed funds.[72]
- Develop a **Cal Grant policy that provides equity for students by focusing award levels commensurate with the real cost of attendance** for students with demonstrated need. Design the policy to keep pace with the real cost of attendance.[73]
- Expand **paid internships and experiential education pilot programs,** such as the California Department of Public Health and California State University Internship Program.

Practice Changes at the Segment and Institutional Levels:

- Expand **campus-based employment and create a campus "minimum wage,"** which will enable students to meet a large percentage of their "self-help requirement" while maintaining a reasonable workload and not straining their academic progress.



"Meeting basic needs is essential to helping students to be students first, creating a path for all to achieve their full academic potential. Removing barriers and streamlining access to existing services, coupled with a strong commitment to student financial aid, will bring greater opportunity for countless individuals and benefit the entire state. Best of all, these goals are within reach if the state commits to a focused, consistent effort."

— G. Gabrielle Starr, Taskforce Member and President, Pomona College

Resources Needed:

Resources required for this strategy include time and people to design and implement the federal advocacy campaign, as well as additional data analysis to inform suggested changes in the distribution formula. Funds may be necessary for the California Student Aid Commission to convene and support an advisory group on refining and refocusing the Cal Grant program and for data modeling to understand options and likely outcomes of changes that group considers. Funds and staffing will be required to convene program directors, elevate best practices, and identify scaling opportunities for paid internships and experiential education pilot programs, as well as to support exploration of a campus minimum wage. Funds may be available through a combination of federal, state, and private philanthropic support[74] to accomplish this work.



CASE EXAMPLE: WHEN STUDENTS CAN PLAN ON SUPPORT

When Erik submitted his admission application, he was directed to complete something called the "FAFSA Comprehensive Student Needs Assessment." With his mom's help, he was able to authorize access to his parents' tax records so the system would have information on the family's income. After he answered several more questions, the system returned a report. Erik was surprised to see that in addition to showing how much financial aid he could get (he was happy to see the amount of Pell and Cal Grant funds he qualified to receive), the report also identified other benefits he could access, including CalFresh and a subsidy to help him pay for high-speed internet. Once admitted to the community college, Erik learned about additional local support services he was eligible to receive, such as mental health counseling provided through one of his community college's partner organizations.

Next Steps

The Taskforce's recommendations are rich and complex, reflecting the needs of California's diverse population, the issues and challenges identified through stakeholder research, and the varied experiences and expertise of Taskforce members. Together, these recommendations create a powerful blueprint for California's higher education system to recover from the pandemic with equity at the forefront of all its activities. At this extraordinarily challenging moment in America's history, these recommendations may also seem daunting. How can California embark on such an ambitious agenda?

Stakeholder Opportunities for Action

The answer to the question posed above lies with the commitment, drive, and creativity of Californians. From the Governor and legislators to faculty and students, many stakeholders have important roles to play in enacting these recommendations. As the Governor and the Governor's Council for Post-Secondary Education consider the Taskforce's recommendations, the following steps are offered as a starting point for key stakeholders to consider:

- **State Policymakers:** Pass legislation and prioritize resources to enact the recommendations. Hold segment leaders accountable for bringing the recommendations to fruition. Serve as public champions for the recommendations and support segment leaders as they negotiate change management.

- **Segment Leaders (senior leadership and boards):** Develop statewide and segment plans for implementing the recommendations, including metrics to monitor progress and accountability for results. As necessary, establish statewide working groups that bring together stakeholders and experts to design new systems, programs, and services. Adjust segment policies and strategic plans to incorporate the recommendations.

- **Institution Leaders (senior leadership, local boards, and administrators):** Integrate implementation of the recommendations into campus strategic plans and re-allocate staff and funds to support the work. Monitor progress and hold personnel accountable. Ensure that faculty and students play an integral role in implementation efforts.

- **Faculty and Staff:** Participate actively in professional development as well as curriculum and program redesign, incorporating input from students and employers. Embrace new teaching, learning, and advising techniques that better serve diverse learners. Collaborate across segments, campuses, academic departments, and student affairs to actively support students.

- **Students/Student Associations:** Advocate for the implementation of the recommendations before institutional, segment, and state leaders. Provide candid, direct, and ongoing input to all efforts to create a more inclusive campus culture; to streamline admission, financial aid, and transfer; and to improve college preparation and advising. Take full advantage of new opportunities as the recommendations are implemented.

- **K–12 Education Leaders:** Collaborate with post-secondary education colleagues to make college preparation the norm for K–12 students, expand early college credit opportunities, and strengthen advising. Partner in the process to streamline college admissions.

- **Business Community:** Participate in ongoing dialogue and collaboration with higher education leaders to help post-secondary education, at both the regional and state levels, make strategic adjustments to align with anticipated shifts in industry and workforce needs. Offer work-based learning opportunities, create more high-road jobs for graduates from diverse backgrounds, and build public support for the Taskforce's recommendations.

- **Nonprofit Organization Leaders:** Contribute perspectives and expertise to the development of the integrated technology platform, revamped admission and financial aid processes, and new advising services. Help ensure student, parent, and community input into plans for implementing the recommendations. Provide ongoing feedback on how well new programs and services are serving constituents.

- **Philanthropy:** Serve as conveners and trusted partners to support stakeholders as they wrestle with implementing the Taskforce's recommendations. Invest in elements of the recommendations where they align with mission and priorities. Hold leaders at all levels accountable by monitoring progress and identifying areas that need attention. Document, elevate, and celebrate progress on implementing the Taskforce's recommendations and eliminating equity gaps.



Potential Outcome Measures

The Taskforce's recommendations are based on research and experience with regard to the interventions necessary for student success. Implementing these recommendations with fidelity should, over time, significantly reduce equity gaps in educational attainment and result in improvements in economic mobility for Californians who have not shared in the state's economic prosperity.

As stakeholders do this work, a core set of outcome measures will track whether their efforts are improving the college experience and closing gaps in preparation, access, transfer, and degree attainment. **These measures will need to be disaggregated by segment, institution, and student race/ethnicity, age, and other characteristics to ensure that the recommendations result in improved outcomes for priority student populations.**

Potential outcome measures to consider may include:

GUIDING PRINCIPLE	2030 GOAL	MEASURES OF EQUITY
 **Fostering Inclusive Institutions**	Learners of all backgrounds will report that they are valued, supported, and affirmed at their institutions; that faculty are adept at creating courses that are responsive to and build upon the unique experiences, needs, and talents of all learners; and that post-secondary institutions actively support their academic success and career readiness.	• Student surveys on campus climate • Student retention • Changes to academic programs and course descriptions • Faculty and department chair survey on curricula and teaching and learning

Continued on next page

GUIDING PRINCIPLE	2030 GOAL	MEASURES OF EQUITY
 **Streamlining Pathways to Degrees**	Learners will have clear, easy-to-navigate pathways into and through post-secondary education, as well as admission and transfer processes facilitated by an integrated technology platform, dual admission, and common course numbering.	• Enrollment and retention rates • Dual enrollment and transfer • Time and credits to degree • Graduation rates
 **Facilitating Student Transitions**	Learners in all public schools will have access to college preparatory coursework; early college experiences; and a high-tech, high-touch advising system that supports their success from middle school and high school into and through higher education.	• A–G course completion rates • Early college credit participation • College enrollment and success rates of recent high school graduates
 **Simplifying Supports for Student Stability**	Learners will receive support to meet basic needs through a simplified, integrated system that enables qualified college students to access California's social services, subsidized internet and technology, and increased financial aid.	• Student participation in social service programs • Student reports of food and housing insecurity and digital access • Unmet financial need and student indebtedness

Parting Reflection

Throughout its history, California has been a beacon of opportunity, attracting people from around the country and around the world. While many have used the state's extraordinary higher education system as a springboard to achieve their dreams, too often the promise of California has gone unfulfilled. The dual crises of the pandemic and racial injustice have laid bare these inequities in the starkest terms, with Black, Latinx, Indigenous, and Asian Pacific Islander communities most severely impacted. If California hopes to recover, it can do so by only addressing these persistent and growing inequities head-on.

Thankfully, there is hope. California has everything it needs to meet this challenge: a creative, vibrant, and diverse population; committed leadership in the public and private sectors; and institutions with a long history of innovation and achievement. California's system of higher education is an extraordinary asset that can be leveraged to provide real opportunity to all Californians. New leadership and priorities at the federal level—including a notable focus on community colleges—promises renewed attention to the challenges and opportunities we face. By working together to make the system more accessible, welcoming, and responsive to the needs and ambitions of all learners, Californians can ensure that the Golden State will fulfill its enduring promise to current and future generations.



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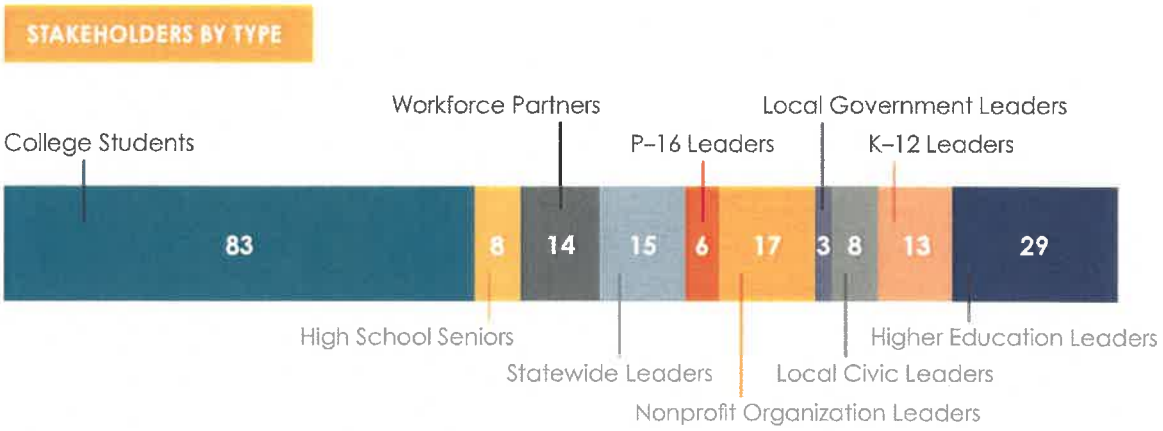
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Fresno Unified School District

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President and CEO
Bay Area Council

Jim Yovino
Superintendent
Fresno County Superintendent
of Schools

Focus Group Participants

The Recovery with Equity Taskforce thanks the schools, colleges, universities, and nonprofit organizations that assisted with recruiting students and parents to participate in the focus groups that informed its recommendations. The Taskforce is also deeply grateful to the 91 students and parents who candidly shared their experiences and perspectives.

10,000 Degrees

Avenal High School,
Reef Sunset Unified School District

Berkeley City College

California State University,
Bakersfield

California State University,
Fresno

California State University,
Los Angeles

California State University,
Northridge

California State University,
San Bernardino

California State University,
Stanislaus

Central Valley Higher
Education Consortium

College of Marin

College of the Sequoias

Corazon Healdsburg

Foothill College

Imperial Valley College

LA College Promise

La Sierra University

Los Angeles Community
College District

Making Hope Happen Foundation

Orosi High School,
Cutler-Orosi Joint Unified School District

Promise Scholars

San Bernardino Valley College

San Francisco State University

Sanger High School,
Sanger Unified School District

Santa Rosa Junior College

Sunnyside High School,
Fresno Unified School District

University of California, Berkeley

University of California, Merced

University of Redlands

Uplift San Bernardino

West Hills College

Technical Advisors

The Taskforce wishes to thank the following individuals who served as technical advisors throughout the course of this effort.

Pamela Brown
Vice President for Institutional Research and Academic Planning,
University of California Office of the President

Nathan Evans
Chief of Staff and Senior Advisor for Academic and Student Affairs,
California State University Office of the Chancellor

Amy Supinger
President and CEO, Supinger Strategies

Appendix

85 Recommendations at a Glance

86 Taskforce Equity Framework

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Recommendations at a Glance

The Recovery with Equity Taskforce developed recommendations to advance four guiding principles. These recommendations are a set of interconnected and interdependent systemic solutions meant to fundamentally change the way California supports all of its residents in equitably preparing for and engaging in education and careers.



Fostering Inclusive Institutions

Institutional cultures and approaches to teaching and learning that work for all learners, especially those left behind.

1. Improve Faculty, Staff, and Administrator Diversity
2. Cultivate Inclusive, Engaging, and Equity-Oriented Learning Environments
3. Retain Students through Inclusive Supports



Streamlining Pathways to Degrees

An integrated statewide system for admission and transfer to provide clear, easy-to-navigate pathways to degrees.

4. Establish an Integrated Admissions Platform
5. Streamline and Unify the College Admission Process
6. Develop a Common Course Numbering System



Facilitating Student Transitions

High-touch, high-tech guidance and improved academic preparation for college access and success.

7. Provide High-Tech, High-Touch Advising
8. Support College Preparation and Early Credit



Simplifying Supports for Student Stability

Resources and structures packaged and simplified to help students meet basic, digital, and financial aid needs.

9. Integrate Platform of State Services for Students
10. Subsidize Internet Access for Eligible Students
11. Improve College Affordability

Taskforce Equity Framework

The Recovery with Equity Taskforce began its work by discussing a vision of recovery for post-secondary education in California and establishing the following set of equity commitments for each phase of the Taskforce process.

The commitments that will hold us accountable to an equity-centered process.

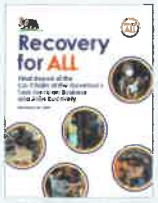
Vision-Setting	We will agree to a shared understanding of **equity representation** and priority **stakeholder groups** in the development of an **equity-focused process.**
Research Collection and Data	We will collect **disaggregated data** and identify the impact of current strategies, policies, and programs on **priority stakeholder groups.**
Stakeholder Engagement	We will conduct multiple **regionally based virtual conversations** with stakeholders to better understand and incorporate the experience of those most proximate to the problem.
Solution Development	We will assign more weight in our coherence strategies to **strategies expected to have the greatest impact on equity** for the priority stakeholder groups of Black, Latinx, Asian Pacific Islander, Indigenous, and adult students in California.
Recommendations and Dissemination	We will **prioritize the needs of priority stakeholder groups** regarding policy, implementation capacity, and resource allocation, and ensure Taskforce recommendations are **accessible** to all stakeholders.



Spectrum of design power dynamics, from the equityXdesign Collaborative

Related Reports

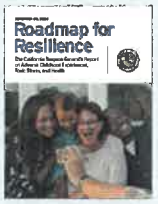
This report and its recommendations should be considered in context of a number of recent reports recommending reforms to rebuild and strengthen California's economy. These include:



Recovery for All: Final Report of the Co-Chairs of the Governor's Task Force on Business and Jobs Recovery
(released November 2020)



State of California Social Innovation Report
(released November 2020)



Roadmap for Resilience: The California Surgeon General's Report on Adverse Childhood Experiences, Toxic Stress, and Health
(released December 2020)



Master Plan for Early Learning and Care: Making California For All Kids
(released December 2020)



Cradle-to-Career Data System Legislative Report
(released December 2020)



California Broadband For All: Broadband Action Plan 2020
(released December 2020)



Master Plan for Aging
(released January 2021)



Future of Work: A New Social Compact for Work and Workers
(released March 2021)

A common throughline of this body of work is the role of colleges and universities in driving recovery and prosperity. Woven together, these reports can inspire a tapestry of reforms that will make California stronger across all economic sectors.

CALIFORNIA
Governor's Council
FOR POST-SECONDARY EDUCATION

About the Taskforce

The Recovery with Equity Taskforce was convened to envision a new approach for California's post-secondary preparation and workforce readiness. It was established in August 2020 by Governor Gavin Newsom's Senior Policy Advisor for Higher Education, Dr. Lande Ajose, in consultation with the Governor's Council for Post-Secondary Education. The Recovery with Equity Taskforce comprised California and national experts in higher education equity and innovation and was chaired by Dr. Ajose.

Learn more at:

CAPostsecondaryForAll.org **@CAPostsecForAll**

About the Author

Education First is a national, mission-driven strategy and policy organization with deep expertise in education improvement. Its mission is to deliver exceptional ideas, experience-based solutions and results so all students—and particularly low-income students and students of color—are prepared for success in college, career and life.

educationfirst

Learn more at Education-First.com.

Support for this Report

The production of this report was funded by College Futures Foundation, which works to catalyze systemic change, increase college degree completion, and close equity gaps so that the dream of opportunity can become a reality available to every student—regardless of zip code, skin color, or income.

COLLEGE FUTURES FOUNDATION
More Graduates for a Thriving California

Learn more at CollegeFutures.org.

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ADDENDUM D
Regional K-16 Education Collaborative Grant Program Grant Agreement

Regional K-16 Education Collaboratives Grant Program
Grant Agreement

GENERAL INFORMATION

Collaborative Name: OC Pathways

Region: Orange County

Lead Agency/Grantee Name (name, title, organization): Orange County Department of Education/Renee Hendrick, Associate Superintendent

Grant Amount: $18,130,000

Award Date: May 24, 2022

Funding Source: The California Regional K-16 Education Collaboratives Grant Program, authorized pursuant to the Budget Act of 2021.

Project Summary: OC Pathways, established in 2014 within the Orange County Department of Education, aims to use Career Education as the vehicle to promote career and college readiness in students so they have the skills necessary to enter the workforce and earn a livable wage. This project strengthens existing partnerships and alignment between all OC education partners and industry within our region so that Orange County students will lead the nation in College and Career readiness and success.

Pathways:
Education
Healthcare
Business Management
Engineering or Computing

Recovery With Equity Recommendations:

- Cultivate inclusive, engaging, and equity-oriented learning environments
- Retain students through inclusive support
- Provide high-tech, high-touch advising
- Support college preparation and early credit

GRANT DESCRIPTION

The California Regional K-16 Education Collaboratives Grants Program (K-16 Program), which is housed within the California Department of General Service (DGS), Office of Public School Construction (OPSC), is made possible by a $250 million appropriation to DGS in the Budget Act of 2021. The K-16 Program is part of a statewide strategy for strengthening education-to-workforce

pathways and ensuring that education, vocational, and workforce programs work in partnership to address the income, racial, and gender inequalities in education and employment.

The Grant funds are awarded generally for purposes of supporting regional K-16 education collaboratives to create streamlined pathways from high school to postsecondary education and into the workforce. The Grant funds are further awarded in accordance with and for the purpose of the proposed scope of work associated with the application documents submitted by the Phase 1 application deadline of May 2, 2022. As proposed by the Grantee, the Grant funds shall result in the creation of the pathways and implementation of the recommendations noted in the applicant proposal. A copy of those documents is available as part of the grant application file maintained by the OPSC and is also retained by the Grantee for reference and for purposes of the project compliance review.

Grant funds are to be used in accordance with the original proposed scope of work and the terms of this Agreement. The Grantee shall not make any changes to the scope of work that would have otherwise impacted scoring, and no changes shall be made without the prior written approval of OPSC.

TERMS AND CONDITIONS OF GRANT

Definitions

"Agreement" refers to this Grant Agreement.

"Compliance Review" means the annual compliance review and fiscal reviews of the Grantees expenditures and progress related to the Grant award.

"Grant" means the funding provided in support of establishing or expanding a program designed to support regional K-16 education collaboratives that create streamlined pathways from high school to postsecondary education and into the workforce.

"Office of Public School Construction (OPSC)" means the office within the California Department of General Services that administers this grant program on behalf of the Director of the Department of General Services.

"State" means the State of California.

"Collaborative" means a group that comes to a consensus on their regional goals and has concrete plans to improve student outcomes and prepare the region's next generation of workers and leaders. Each collaborative must include at least one K-12 school district, at least one University of California campus, at least one California State University campus, and at least one California Community College district.

"Pathways" means industry sectors in the local or regional economy.

"Savings" means unspent amount remaining after the completion of the scope of the project.

Term of Grant Agreement

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall

be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Grant. This Agreement becomes effective on the date of the last signature. This Agreement terminates once (1) all Grant funding is expended, and when all the parties' obligations under this Agreement are satisfied, or (2) if the Grant is rescinded, or (3) if the Grantee withdraws its request for the Grant funds.

Project Execution

The Office of Public School Construction hereby awards to the Grantee $18,130,000 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

Grantee certifies that the proposed scope of work complies with all laws and requirements applicable to the project, including but not limited to certifications made as part of the application submittal related to this Grant.

Receiving Funds

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Grant.

Grant funds are intended to be released in four installments.

- The first fund release of 40% of the Grant shall occur on or about July 1, 2022, provided this Agreement has been fully executed.
- The second fund release of 20% of the Grant shall occur the following year, on or about July 1, 2023. The release of these funds shall be contingent on the Grantee making satisfactory progress on the project, at the discretion of OPSC.
- The third fund release of 20% of the Grant shall occur on or about July 1, 2024. The release of these funds shall be contingent on meeting the July 1, 2024 goals outlined in the Grantee's Project Work Plan.
- The final fund release of 20% of the Grant shall occur on or about July 1, 2025. The release of these funds shall be contingent on the Grantee making satisfactory progress on the project, at the discretion of OPSC.
- The second, third, and fourth fund releases are contingent upon the Grantee submitting all required reports that document adequate progress consistent with the approved work plan as well as compliance with all other aspects of the Grant and this Agreement. Progress delays in implementation and/or execution of the goals in the approved work plan may result in subsequent installments being withheld in whole or in part until a reasonable plan to address lack of progress is submitted by the Grantee. If a reasonable plan cannot be developed and implemented by the Grantee, all, or a part of the subsequent fund releases may be forfeited. In the event the subsequent fund releases are forfeited, and funds remain from the first installment, a final expenditure compliance review will be conducted to determine if return of unspent or ineligible funds is necessary.
- The Grantee originally requested $20,000,000 for the scope of work included in the grant application. In the event that funding remains in the program after all awards are made,

Grantees may be offered additional funding up to the original amount proposed. Additional funds are not guaranteed, and timing is currently unknown. If additional funds are offered and accepted, the Grantee shall provide updated budget and work plan information consistent with the original proposal, and Office of Public School Construction shall provide an amendment to this Grant Agreement.

Project Work Plan

The Grantee must submit a project work plan by July 6, 2022 that covers the entire 4-year project period and includes major project milestones for each year. The work plan must include detailed project milestones, activities, timelines, outcomes, and deliverables for the first year of the project (July 1, 2022-June 30, 2023). The Grantee must submit an updated detailed work plan annually and will be expected to provide updates about progress towards goals that align with the annual work plan.

As a condition of receiving grant funds, the Grantee commits to the following:

- By June 30, 2024, the Grantee will implement two of the target Recovery with Equity report recommendations as specified in the Grantee's application.
- By June 30, 2024, the Grantee will demonstrate progress toward the remaining two target Recovery with Equity report recommendations as specified in the Grantee's application.
- By June 30, 2024, fully establish one occupational pathway.
- By June 30, 2026, fully implement both occupational pathways and all four target Recovery with Equity report recommendations.

Data Collection and Outcome Sharing Plan

No later than 60 days after receipt of funds, the Grantee shall meet with the Office of Public School Construction to collaboratively develop and establish a working plan for data collection and reporting on program outcomes specific to the Grantee's workplan and overall program goals. The intent of the plan is to encourage iterative learning with insights that may be shared across all Grantees to encourage best practices. It is anticipated that the outcomes shared may lead to annual adjustments to the work plan to incorporate refinements necessary due to lessons learned. Specific report format shall include the narrative specified above related to progress, as well as the outcome elements determined by the Grantee and the Office of Public School Construction .

The Grantee and the Office of Public School Construction will have regular check in meetings throughout the terms of the grant to refine approach, share information, and to develop specific case studies. The working plan for data collection and program outcomes shall be finalized no later than 90 days after receipt of funds and will be included as an Appendix to the Grant Agreement.

Program Reporting Requirements

On a quarterly basis (periods ending August 31, December 31, March 31, and June 30), the Grantee shall submit a cumulative report of all collaborative expenditures to date, including but not limited to a detailed listing of project expenditures organized by fund source and providing Object Code level of accounting detail. The expenditure report shall include fields to identify information including, but not limited to, warrant date, warrant amount, payees, and a description of the expenditures. The Grantee

shall retain supporting documentation such as general ledger reports, contracts, invoices, purchase orders, and timesheets/duty statements to support the expenditures; and provide copies upon request to grant auditors. The Grantee is expected to retain all pertinent records in order for OPSC to perform a closeout compliance review once all funds have been expended.

Quarterly reports must also include a narrative describing progress towards project goals and milestones, including information related to meetings, participation by collaborative partners, and accomplishments to date. Narrative reports should highlight lessons learned and identify any challenges that the collaborative has encountered along with steps taken to overcome these challenges. If any planned activities or milestones are not on track for completion by the required deadline, the Grantee must provide a written explanation describing how the collaborative will resolve these issues and make appropriate course corrections to ensure timely completion of all required project deliverables. The narrative progress reports are separate from the data reporting and program outcomes agreed to as part of the Data Collection and Outcome Sharing Plan in the prior section. Narratives must include progress made towards participation in the Cradle-to-Career Data System and use of transcript-informed tools on the CaliforniaColleges.edu website.

OPSC will provide an expenditure report template to the Grantee. Additional instructions about how to complete and submit reports will be forthcoming and may include options to submit through email, Submittable, or another online dashboard for data collection and aggregation.

Upon completion of the two required occupational pathways, and implementation of at least four of the Recovery with Equity recommendations, the Grantee shall continue to submit quarterly expenditure reports to OPSC until all grant funds have been expended. If any funds remain unspent by the end of the project period (June 30, 2026), the Grantee will be required to submit a formal request to OPSC for approval of a plan for expending the funds. This plan will need to align closely with the project activities and must ensure that remaining funds are spent in a timeframe that is agreeable by OPSC and the grantee.

Grantees must use Office of Public School Construction's form to report both annual and final expenditure reports. OPSC will perform a compliance review of the expenditure report(s) to determine if expenditures are eligible. The final compliance review shall be completed within 6 months of receipt of each expenditure report. At the conclusion of the final compliance review, the Grantee shall have 60 days to repay unspent funds or funds due back because of ineligible expenditures. All unspent funds must be returned. If there are residual funds that remain unspent, the Grantee must submit a budget request to the Office of Public School Construction identifying the request to retain the funds and identify the program budget related to the use of these funds. Once the request is approved, the Grantee must continue to use Office of Public School Construction's form annual expenditure report until all savings are expended. (See Appendix A - Audit Program/Compliance Review).

ADVISORY LISTING DETAILING COMMON ELIGIBLE AND INELIGIBLE EXPENDITURES

No more than 5% of the total grant award may be used for indirect costs. Indirect costs include general administrative functions to support the Grant that do not tie directly to grant activities, such as accounting and administrative support.

Project expenditures will only be considered eligible if:

- The expenditures are within the scope of the approved work plan that was submitted as part of the response to the original application.
- The expenditures must be aligned with the budget.
- The expenditures are substantiated with contracts, time sheets or other such measures, invoices, incremental and final billings, and verification of payment.
- The expenditures are encumbered by June 30, 2026.

The Grantee may seek written clarification from OPSC for items not included in the lists of eligible and ineligible project expenditures. The Grantee shall provide the pro-rate methodology used if the invoices or contracts include projects that do not align with the goals of the project.

Eligible Expenditures:

The following information is intended to provide an advisory list of common, but not exhaustive, eligible project expenditures.

- Additional or new staffing costs directly associated with the tasks outlined in scope of work for the grant including salaries and benefits
    - For positions that will partially support the grant program but have other tasks, the grantee shall provide the pro-rate methodology used. The pro-rate methodology shall be subject to review and approval by the State. Alternatively, the grantee may provide actual timesheet records documenting the time allocated to this project.
- Materials costs
- Advertising and marketing costs (i.e., design, print, publication, advertising costs)
- Costs associated with establishment or updating of a website to promote the grant program (costs for updating an existing website shall be limited to changes resulting from the grant program, normal maintenance costs fall under indirect costs and are included in the 5% amount allowed for those purposes)
- Non-student travel expenses directly associated with the tasks outlined in the scope of work (lodging, airfare, car rental, meal reimbursement). Travel expenses shall be limited to the reimbursement rates used by the State of California and published on the California Human Resources website
- Activities of an academic or cultural nature, such as field trips, special lectures, and symposiums, that are aligned with the grant's objectives
- Costs associated with events for the purposes of professional development, or training
- Training materials, software, curriculum

Ineligible Expenditures:

The following information is intended to provide an advisory list of common, but not exhaustive, ineligible project expenditures.

- Long-term, and on-going operating costs (i.e. salaries, website hosting fees, software licensing, etc.) incurred by the grantee that continue beyond June 30, 2026.
- Any indirect costs more than 5% of the grant award
- Grantee shall not use any of the funds from this grant to carry on propaganda, or otherwise

attempting, to influence legislation, influencing the outcome of any specific public election, carrying on, directly or indirectly, any voter registration drive, inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur.

- Food and drink, except for meal reimbursement that is part of eligible travel costs as noted above

For any cost or item that cannot be classified in one of the above categories, the Grantee is advised to consult with OPSC prior to incurring the cost to determine eligibility. Costs not associated with the approved budget will be considered ineligible.

Record Retention

Grantee shall maintain satisfactory financial accounts, documents, and records for the Grant, at a Project- specific level of detail. Grantee shall also retain such financial accounts, documents, and records necessary for the annual and final expenditure and progress reporting compliance reviews. Grantee must retain these documents for three (3) years following the termination or expiration of this Agreement.

Grantee will maintain and provide the course of the project a general ledger that reflects expenditures at a Project-specific level that includes fund, resource, project year, goal, function, and object codes for all expenditures for the Project. Grantees are required to follow the Generally Accepted Accounting Principles (GAAP), Government Accounting Standards (GASB), the California School Accounting Manual, as applicable to the lead agency, and accounting manuals that are applicable for higher education lead agencies.

Grantees will maintain and provide the rationale for the amount of equipment purchased (i.e., computers, laptops, furniture, desks).

Annual financial statements will be requested annually until the final compliance review or saving compliance review is completed.

Financial accounts, documents, and records may be retained electronically.

Grant Award Compliance Review

Upon receipt of the Final Expenditure Report, the OPSC will notify the Grantee upon commencement of a Grant Award Compliance Review. The Grantee shall provide all project documentation when requested by the OPSC Auditor to support the project expenditures.

Should the compliance review determine that the Grantee spent Grants on Ineligible Expenditures, OPSC will inform the Grantee in writing. The Grantee will be required to return any funding expended on Ineligible Expenditures. Unspent funds shall also be returned to the State.

Repayment of Grant Funds

Upon notification from OPSC of amounts to be repaid to the state, the Grantee shall remit a warrant in the amount due within 60 calendar days.

Conflict of Interest

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the Grant being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.

2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

Electronic Filing

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

Subgrantees, Contracts and Payments to Individuals

With regard to the selection of any subgrantee, contractor for services or individual service provider to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of OPSC. There is no agreement, written or oral, by which OPSC may cause Grantee to choose any particular subgrantee, contractor or individual. Grantee shall ensure that every subgrantee, contractor or individual service provider retained to carry out the purposes of the Agreement, if any, shall be bound by the terms and conditions of this Agreement with respect to the use of grant funds.

Supplement, Not Supplant

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Grant. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Grant, even if those laws and regulations are not specifically cited in this Agreement.

Publication; License

Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as OPSC may establish from time to time. Grantee grants to OPSC an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

Public Records Act

Records relating to this project are subject to the Public Records Act. If any Public Records Act requests are made to OPSC concerning this Agreement or project, OPSC shall supply pertinent records, including emails, in its possession that are not privileged or otherwise exempted that are relevant to the PRA response.

Indemnification

Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless OPSC, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of OPSC, its officers, directors, employees, or agents.

Entire Agreement; Amendments and Modifications

This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.

Compliance with Laws

Grantee shall comply with all local, state, and federal laws in the performance of this Agreement. This shall include all relevant federal and state executive orders, in particular the Governor's recent order, Executive Order N-6-22.

Exact Duplicate

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

SIGNATURES

The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.

NAME OF GRANTEE REPRESENTATIVE (PRINT) Patricia McCaughey, Administrator	PHONE NUMBER (714) 966-4085
SIGNATURE OF GRANTEE REPRESENTATIVE	DATE August 1, 2022
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE 8/9/2022

Appendix A: K-16 Expenditure Compliance Review Proposal

Period of Compliance Review: 2022-2023 (program to determine)

Purpose and Summary of Compliance Review Overview

Grantees are advised they will be required to submit three types of reports after receiving K-16 funds: a Narrative Progress Report, Budget Report, and an Expenditure Report. Reports are due quarterly until the project is complete, at which time the grantee shall submit a final report within 30 days of project completion. Should the Grantee choose to retain any project savings, the Grantee shall provide justification and a budget plan on the use of savings to the Office of Public School Construction for approval. Grantees shall continue to submit the required reports after receiving approval from OPSC. Grantees should refer to the Grant Agreement for additional details about reporting requirements.

Findings

- OPSC Auditor shall submit all findings to the Grantee within 30 days from the end of the Compliance Review.

Corrections

- Corrections to be made on expenditures or documentation shall be submitted within 30 days of notification to the Grantee.

Compliance Review Requirements

- K-16 grantees shall abide by the eligible expenditures listed on this document and provide a chart of accounts with general ledger numbers and descriptions listed.
- If the expenditures fall outside the expected parameters, additional documentation will be requested from the grantee to verify that the expenditures were not reported in error.
- Travel expenses are to be supported by receipts; travel reimbursement is based on the State of California requirements for travel and vehicle mileage reimbursement rates. The grantee will be subject to State travel and per diem maximum reimbursement rates. (Exact numbers to be determined by program contacts).
- A list of all employees paid through the K-16 program. If there is allocated personnel, please provide the allocation breakdown for each employee and must be supported by timecards and time logs
- Provide a detailed transaction list of cumulative expenditures which should include the following information for each recorded transaction. The final expenditure report should include all expenditures and encumbrances associated with scope of the project.
    a. A reference number (such as an invoice number, check number, purchase order number, or journal voucher number)
    b. Transaction date
    c. The vendor's name
    d. A brief description of the transaction
    e. The general ledger account code (object code)
    f. The amount paid
- OPSC's Auditor will determine if there are any findings/corrections needed along with suggestions to grantee.

ADDENDUM E

Interagency Data Sharing Agreement by and among the Orange County Department of Education, School Districts and Post-Secondary Institutions (Data Sharing Agreement)

INTERAGENCY DATA SHARING AGREEMENT BY AND AMONG THE ORANGE COUNTY DEPARTMENT OF EDUCATION, SCHOOL DISTRICTS AND POST-SECONDARY INSTITUTIONS

1. PARTIES

1.1 This Interagency Data Sharing Agreement (Data Sharing Agreement), is made by and entered into among the Orange County Superintendent of Schools, also referred to as the Orange County Department of Education (OCDE); Orange County School Districts, individually and separately, as listed in Addendum A (School Districts); and, Post-Secondary Institutions located within Orange County, individually and separately as listed in Addendum B (Post-Secondary Institutions); hereinafter, collectively referred to as "Parties," or individually as "Party."

1.2 School Districts and Post-Secondary Institutions may be referred to collectively as "Local Educational Agencies and Institutions."

2. TERM

2.1 This Data Sharing Agreement will be deemed to be effective as to a Party as of the date it is executed by an authorized signatory of that Party and will remain in effect until June 30, 2027, or unless terminated pursuant to Section 19 of this Data Sharing Agreement, whichever is sooner.

3. DEFINITIONS

3.1 The Family Educational Rights and Privacy Act ("FERPA"), Title 20 United States Code, §1232g, Title 34, Code of Federal Regulations, Part 99, and California Education Code Title 2, Division 4, Part 27 (§§49060 to 49085) will govern the pupil data sharing aspects of this Agreement. FERPA's definitions set forth in 34 CFR 99.3 shall be used to interpret the meaning of this Data Sharing Agreement, including the following terms:

3.1.1 "Disclosure" shall have the meaning as set forth in 34 CFR §99.3. Disclosure means to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.

3.1.2 "Education Record" shall have the meaning as set forth in 34 CFR §99.3. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws. The term education record, for the purposes of this Agreement, will include the definition of "Pupil record" under California Education Code §49061 as "any item of information directly related to an identifiable pupil, other than directory information, that is maintained by a school district or required to be maintained by an employee in the performance of

his or her duties whether recorded by handwriting, print, tapes, film, microfilm, or other means.

3.1.3 "Personally Identifiable Information" or "PII" shall have the meaning specified in FERPA regulations, 34 CFR §99.3. PII includes, but is not limited to (1) the student's name; (2) The name of the student's parent or other family members; (3) The address of the student or student's family; (4) A personal identifier, such as the student's social security number, student number, or biometric record; (5) Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (6) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (7) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

3.2 "Dual Enrollment" means a pupil who is duly enrolled in a School District and who is also specially admitted to and attends a Post-Secondary Institution under Education Code sections 48800, 48800.5, and 52620.

4. SCOPE AND PURPOSE

4.1 Consistent with California's strategy for strengthening education-to-workforce pathways, the purpose of this Data Sharing Agreement is to memorialize the Parties commitment to work in partnership to improve instruction and student preparation for college and career by accurately tracking, studying and evaluating the progress of Orange County students' success in elementary, secondary and post-secondary education.

4.2 To further the Parties' commitment, this Data Sharing Agreement sets forth terms and conditions for access, use, and disclosure of personally identifiable information from educational records in compliance with the requirements of the FERPA, California Education Code, the Student Online Personal Information Protection Act ("SOPIPA"), California Business and Professions Code section 22584, and other state and federal laws and regulations regarding educational records.

4.3 The Parties recognize that the purpose of this Data Sharing Agreement may be funded by various federal, state, or local grants, that may require separate agreements among the Parties or among OCDE and a subset of School Districts and Post-Secondary Institutions, in which case, the Parties agree that this Data Sharing Agreement may be incorporated by reference to serve as the sole agreement for sharing personally identifiable information from education records and eliminate the need for redundancy.

5. DESCRIPTION OF STUDENT DATA

5.1 School Districts will disclose personally identifiable information from education records related to work-based learning outcomes, as described in Addendum C (PK-12 Student Data), with OCDE.

5.2 Post-Secondary Institutions will disclose personally identifiable information from education records related to early college credit for students who are dually enrolled in the Post-Secondary Institution and a School District, as described in Addendum D (Post-Secondary Student Data), with OCDE.

5.3 The Parties agree to utilize an Integrated Data System (IDS) described below, which will allow the Parties to store PK-12 Student Data and Post-Secondary Student Data, collectively referred to as "Student Data," in a secured, controlled environment.

6. USE OF STUDENT DATA

6.1 OCDE will use PK-12 Student Data at the student-level for longitudinal analyses and predictive modeling to inform district leadership on progress towards improvement goals and monitor students' achievement, particularly as they transition between education segments. For example, OCDE may analyze course taking patterns and determine how those vary by school, how those vary by student characteristics, how course pathways are/are not associated with college enrollment. The information may identify the strongest predictors of success in OC community colleges and institutes of higher education.

6.2 OCDE will also use PK-12 Student Data at the student-level and aggregated data to give descriptive analyses of regional trends, resource usage, and policy influence on county education and workforce outcomes. For example, OCDE may provide California Department of Education (CDE) Dashboard forecasting by continuously monitoring dashboard metrics and using district trend data; OCDE can report to leadership their district's likely Dashboard results throughout the school year; and, OCDE may audit whether School Districts meet State standards and evaluate ways to improve practices to meet outcomes required by the State.

6.3 OCDE will match information PK-12 Student Data and Post-Secondary Data to link information on students that are or were dually enrolled in a School District and Post-Secondary Institution to analyze and determine the following:

6.3.1 College and career readiness: OCDE will conduct longitudinal analyses and predictive modeling in order to report whether district students are receiving the academic preparation needed to succeed in college and career. For instance, comparing the academic trajectories of students who choose to take a 12th year math course versus those who do not.

6.3.2 Regional Career Technical Education (CTE) pathway needs: OCDE will conduct cross-sectional analyses using data from School Districts, Post-Secondary Institutions, and industry partners to ensure that the county's workforce needs for intellectual capital are being met and to identify gaps within the education to workforce pathway that may occur.

6.3.3 Early college credit enrollment: OCDE will provide timely reports to School Districts on their current students enrolled in college credit earning courses at Post-Secondary Institutions.

7. FERPA

7.1 The Family Educational Rights and Privacy Act of 1974 (FERPA), set forth in Title 20 of the United States Code (USC) section 1232g and its implementing

regulations at Title 34 of the Code of Federal Regulations (CFR) section 99.1 et seq., generally prohibits the disclosure of students' personally identifiable information without written consent from parents or eligible students, subject to certain exceptions.

7.2 As the Student Data is to be used as part of a study on behalf of the Local Educational Agencies and Institutions to improve instruction, Section 99.31(a)(6) of Title 34 of the Code of Federal Regulations and California Education Code section 49076(a)(2)(E), allows for the disclosure of PII from educational records without the consent required by 34 CFR 99.30 and Education Code sections 49075 and 49076(a), for purposes of a study to improve instruction.

7.3 The Student Data may also be used to evaluate the effectiveness of the School District's College and Career Readiness programs, which is a state indicator on the California School Dashboard. As such, Sections 99.31(a)(3) and 99.35 of Title 34 of the Code of Federal Regulations and Education Code section 49076(a)(1)(C), also provide an exception for disclosures to organizations acting as its authorized representative in connection with an audit or evaluation of federal or state supported education programs, or for the enforcement of or compliance with federal legal requirements that relate to those programs in accordance with 34 CFR section 99.31(a)(3) and 99.35.

7.3.1 For purposes of this Data Sharing Agreement only, each Local Educational Agency and Institution designates OCDE as the "Authorized Representative," for purposes of research, audits, evaluations, and studies fulfilling the goals of this Data Sharing Agreement.

7.3.2 OCDE accepts its designation as an Authorized Representative for each Local Educational Agency and Institution and will use the Student Data only to carry out an audit or evaluation of the Federal- and/or State-supported education programs as described in Section 6, Use of Student Data.

7.3.3 Pursuant to this Data Sharing Agreement, OCDE will use the Student Data for the authorized purpose only, protect the Student Data from unauthorized disclosures or other uses; and, destroy the Student Data when no longer needed for the authorized purposes and within the specified timelines.

7.4 Post-Secondary Institutions are authorized to disclose Post-Secondary Student Data to the School District, in which the student to whom the Personally Identifiable Information pertains is dually enrolled without consent pursuant to 34 CFR 99.33(b), under the following conditions:

7.4.1 The disclosure meets the requirements of 34 CFR section 99.31, which includes disclosures to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and,

7.4.2 The School District complies with the requirements of 34 CFR section 99.32(b) to keep records of names of the additional parties to which the School District may disclose the information and the legitimate interests

under 34 CFR 99.31 for each of the additional parties has in requesting or obtaining the information.

7.5 The Parties agree that to improve efficiencies and reduce costs for all Parties, under 34 CFR 99.31(a)(6)(ii), OCDE may, on behalf of the Post-Secondary Institutions, redisclose the Post-Secondary Student Data it receives as part of its study to the School District in which the student to whom the Personally Identifiable Information pertains is or was dually enrolled so long as OCDE maintains appropriate record-keeping as required under 34 CFR 99.32(b).

7.6 Except as described in this Data Sharing Agreement, the Parties shall not disclose Student Data received from any other Party under this Data Sharing Agreement to any third party or individual without the written consent of the individual to whom the Student Data pertains or as authorized under federal or state law.

8. INTEGRATED DATA SYSTEM

8.1 Education Code section 49076(a)(4) permits School Districts and OCDE to participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or school districts as to information or records that are nonprivileged, and where release is authorized as to the requesting agency under state or federal law or regulation subject to certain requirements.

8.2 OCDE will host the data on in its Data Center located in Costa Mesa, California and a copy of the data at OCDE's co-location site in Chandler, Arizona. The Costa Mesa data center includes 24 hour/7 day video recording, limited access via biometric device, redundant air conditioning units for protection of equipment, redundant uninterrupted power supply units and power distribution units, generator, and multi-tier fire suppression.

8.3 OCDE data security consists of an annual information technology audit, 24/7 database activity monitoring and network and server monitoring by a third party, endpoint protection on servers, and data encryption. In addition, all I.T. staff annually sign an acknowledgement of the "Information Security Program and Guidelines" and certify compliance with those policies and guidelines. OCDE's Cyber Security and Data Privacy Procedures also include breach notification and response.

8.4 All Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. OCDE shall maintain all data obtained or generated pursuant to the Data Sharing Agreement in the Data Center and not copy, reproduce or transmit data obtained pursuant to this Data Sharing Agreement except as necessary to fulfill the purpose of data requests by the Parties. OCDE shall provide the Parties with contact information for the Cyber Security Architect at OCDE who the Parties may contact if they have security concerns or questions. Where applicable, OCDE will require unique account identifiers, user names and passwords that must be entered each time a client or user signs in. OCDE conducts an annual audit of user IDs on the system for validation.

9. OWNERSHIP OF DATA

9.1 The Parties agree that, at all times, the Local Educational Agencies and Institutions maintain sole control over their respective Student Data shared pursuant to this Data Sharing Agreement unless it is de-identified. Further, no Party will establish any ownership over another Party's Student Data received pursuant to this Data Sharing Agreement.

9.2 Each Party retains and reserves all rights to the data it contributes pursuant to this Data Sharing Agreement.

10. DATA TRANSFER METHOD

10.1 The exact data transfer method will be determined by the Parties, which may include a secure web transfer or secure tunnel between databases for communication. OCDE is not responsible for malware/virus transmitted in the data/file/database.

11. JOINT RESPONSIBILITIES

11.1 The Parties shall comply with the provisions of FERPA and California Education Code pertaining to student data privacy in all respects. Nothing in this Data Sharing Agreement may be construed to allow any signatory to this Data Sharing Agreement to maintain, use, disclose, or share student education records in a manner not allowed by federal or state law or regulation.

11.2 The Parties will ensure compliance with California law related to privacy of pupil records, at Chapter 6.5 (commencing at Education Code section 49060) of Title 2, Division 4, of Part 27 of the California Education Code.

11.3 Each Party will identify one point of contact/data custodian who is responsible for processing and responding to data requests between the Parties.

11.4 The Parties will ensure that use of personally identifiable information is used for the purpose and goal of measurably improving academic achievement and access to postsecondary education and workforce opportunities.

11.5 The Parties agree not to share or re-disclose personally identifiable information received under this Data Sharing Agreement with any other entity, organization, or individual except as allowed under FERPA and California Law.

12. CONFIDENTIALITY AND DATA SECURITY

12.1 The Parties will maintain the confidentiality of any and all Student Data exchanged by each as a part of this Data Sharing Agreement. The confidentiality requirements under this paragraph shall survive the termination or expiration of this Data Sharing Agreement or any subsequent agreement intended to supersede this Data Sharing Agreement.

12.2 To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this Data Sharing Agreement, the Parties shall establish a system of safeguards that will at minimum include the following:

12.2.1 Procedures and systems that ensure all Student Data is kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the Data Sharing Agreement.

12.2.2 The manner in which the study and evaluation is conducted will not permit Student Data the identification of parents or students by anyone other than representatives of the organization with legitimate interests.

12.2.3 All designated representatives and staff and of the Parties involved in the handling, transmittal, and/or processing of data provided under this Data Sharing Agreement will be required to execute a separate confidentiality and non-disclosure agreement in the form of Addendum E, requiring said personnel to maintain the confidentiality of all student related personally identifiable information.

12.2.4 Procedures and systems that shall require the use of two-factor authentication to access computer databases used to process, store, or transmit data provided under this Data Sharing Agreement.

12.2.5 The procedures and systems developed and implemented to process, store, or transmit data provided under this Data Sharing Agreement shall ensure that any and all disclosures of confidential student data comply with all provisions of FERPA and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this Data Sharing Agreement.

13. DESTRUCTION OF DATA

13.1 OCDE agrees to securely and permanently clear, purge, or destroy all Student Data it receives from the Local Educational Agencies and Institutions under this Data Sharing Agreement, when the Student Data is no longer needed for the authorized purposes for which the study or evaluation were conducted and in accordance with the time period set forth in this Data Sharing Agreement.

13.2 OCDE agrees to document the methods used to securely and permanently clear, purge, or destroy the Student Data, and upon request by a Local Educational Agency or Institution, provide such information to the Local Education Agencies and Institutions.

14. SECURITY BREACH

14.1 "Security Breach" means any breach in the security of the Student Data of any Party subject to this Data Sharing Agreement (1) whose unencrypted personally identifiable information was, or is reasonably believed to have been, acquired by an unauthorized person, or, (2) whose encrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person and the encryption key or security credential was, or is reasonably believed to have been, acquired by an unauthorized person and the agency that owns or licenses the encrypted information has a reasonable belief that the encryption key or security credential could render that personal information readable or usable.

14.2 In the event of any actual, attempted, suspected or threatened Security Breach, the Party subjected to such breach shall immediately notify OCDE upon discovery of the Security Breach in writing within forty-eight (48) hours of discovery of the Security Breach, excluding weekends and holiday. Notification shall be addressed to OCDE's Cyber Security Architect Kevin Riley at kriley@ocde.us.

14.3 The Party subjected to the Breach shall investigate the incident and provide OCDE with detailed information regarding the incident, including the identity of affected persons and notify affected persons and/or their parents and guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident.

14.4 In the event OCDE discovers a security breach in its Data Center, OCDE shall notify the affected Party or Parties and take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

15. FUNDING

15.1 The Parties agree that the functions and services provided to the Local Educational Agencies and Institutions under this Data Sharing Agreement will be funded by Legislative apportionments, grants, and donations and that the Local Educational Agencies and Institutions will not be charged or be responsible for any costs or fees associated with this Data Sharing Agreement.

15.2 In the event that the Local Educational Agencies and Institutions desire additional services supplemental to and outside the scope of the services provided under this Data Sharing Agreement, OCDE and the Local Educational Agency or Institutions may enter into a separate agreement for such services.

16. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

16.1 The Parties shall report to each other Party, in writing within forty-eight (48) hours of occurrence, the following:

16.1.1 Any accident or incident relating to duties performed under this Data Sharing Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against any of the Parties.

16.1.2 Any third-party claim or lawsuit filed against any of the Parties arising from or relating to duties performed by any of the Parties under this Data Sharing Agreement.

16.1.3 Any injury to an employee of any of the Parties that occurs on the property of any of the Parties.

16.1.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of the property, monies, or securities entrusted to any of the Parties under the term of this Data Sharing Agreement.

16.2 All notices, requests, claims correspondence, or reports authorized or required by this Data Sharing Agreement, and/or other communications shall be addressed to the School Districts as provided in Addendum A, Post-Secondary Institutions as provided in Addendum B and OCDE as follows:

Orange County Superintendent of Schools
200 Kalmus Drive
PO Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

17. INDEMNIFICATION

17.1 Each Party to this Data Sharing Agreement agrees to defend, indemnify, and hold each other Party in this Data Sharing Agreement, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this Data Sharing Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying educational institution, and/or its officers, employees or agents.

18. GENERAL PROVISIONS

18.1 Entire Agreement: This document states the entire agreement between the Parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

18.2 Assignment: None of the signatories to this Data Sharing Agreement may assign their rights, duties, or obligations under this Data Sharing Agreement, either in whole or in part, without the prior written consent of the other signatories to this Data Sharing Agreement.

18.3 Severability: If any provision of this Data Sharing Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Data Sharing Agreement such provision shall be fully severable. This Data Sharing Agreement shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Data Sharing Agreement.

18.4 Waiver: Waiver by any signatory to this Data Sharing Agreement of any breach of any provision of this Data Sharing Agreement set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this Data Sharing Agreement shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

18.5 Modification and Amendments: This Data Sharing Agreement may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this Data Sharing Agreement. The Parties further agree to amend this Data Sharing Agreement to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this Data Sharing Agreement. However, if new laws, policies, or regulations applicable to the Parties are implemented which materially affect the intent of the provision of this Data Sharing Agreement, the authorized representatives of the signatories to this MOU shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

18.6 Counterparts: This Data Sharing Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a

duplicate original, but all counterparts together shall constitute a single agreement.

18.7 Governing Law: This Data Sharing Agreement is governed by and construed under the laws of the State of California.

18.8 Electronic Signatures: The Parties agree that this Data Sharing Agreement and any amendments may be signed by means of electronic signature that complies with Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations.

19. TERMINATION OF AGREEMENT

19.1 Termination for Convenience: The Parties shall have the right to terminate this Data Sharing Agreement for any reason or no reason, at any time by providing the Parties with written notice of termination at least thirty (30) calendar days in advance.

19.2 Termination for Funding Contingency: It is mutually understood and agreed that if OCDE does not receive sufficient grant funding from the State of California to provide the Services described in this Data Sharing Agreement, OCDE may without penalty, terminate this Data Sharing Agreement by providing the Partners with written notice of termination at least fifteen (15) calendar days in advance of the Termination Date.

19.3 Upon termination of this Data Sharing Agreement, the Partners shall provide assurances to OCDE by letter that all data obtained under this Data Sharing Agreement will be promptly destroyed or returned as required by FERPA. At the conclusion of the Study, any data shared with the Study remains the property of the Partner who shared the data.

20. ADDENDUM

20.1 The following Addenda are incorporated herein by reference:

- 20.1.1 Addendum A: List of School Districts
- 20.1.2 Addendum B: List of Post-Secondary Institutions
- 20.1.3 Addendum C: PK-12 Student Data
- 20.1.4 Addendum D: Post-Secondary Student Data
- 20.1.5 Addendum E: Non-Disclosure / Confidentiality Agreement

21. SIGNATURES

21.1 The undersigned are representatives of the Parties duly authorized to execute this Data Sharing Agreement, including all its terms, conditions and obligations.

21.2 By signing, the authorized Party representatives acknowledge they understand the Data Sharing Agreement and hereby accept and agree to be bound by all the provision and terms and condition set forth in this Data Sharing Agreement.

The authorized Party representative's hereto have executed this Data Sharing Agreement in the County of Orange, California.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

By: _____

Print Name: Patricia McCaughey
Title: Administrator
Date: November 4, 2022

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____

Print Name: Dr. Jaron Fried
Title: Assistant Superintendent, Ed. Division
Date: 1/20/23

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

BREA OLINDA UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

IRVINE UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

LOS ALAMITOS UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

ORANGE UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

SANTA ANA UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

TUSTIN UNIFIED SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

ANAHEIM ELEMENTARY SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

BUENA PARK SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

CENTRALIA SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

CYPRESS SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

FULLERTON SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

HUNTINGTON BEACH CITY SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

LA HABRA CITY SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

LOWELL JOINT SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

MAGNOLIA SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY

By: _____

Print Name:
Title:
Date:

SAVANNA SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

WESTMINSTER SCHOOL DISTRICT

By: _____

Print Name:
Title:
Date:

COAST COMMUNIITY COLLEGE DISTRICT DBA COASTLINE COLLEGE

By: _____

Print Name:
Title:
Date:

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT DBA CYPRESS COLLEGE

By: _____

Print Name:
Title:
Date:

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT DBA FULLERTON COLLEGE

By: _____

Print Name:
Title:
Date:

COAST COMMUNITY COLLEGE DISTRICT DBA GOLDEN WEST COLLEGE

By: _____

Print Name:
Title:
Date:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT DBA IRVINE VALLEY COLLEGE

By: _____

Print Name:
Title:
Date:

COAST COMMUNITY COLLEGE DISTRICT DBA ORANGE COAST COLLEGE

By: _____

Print Name:
Title:
Date:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SADDLEBACK COLLEGE

By: _____

Print Name:
Title:
Date:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DBA
SANTA ANA COLLEGE

By: _____

Print Name:
Title:
Date:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DBA
SANTIAGO CANYON COLLEGE

By: _____

Print Name:
Title:
Date:

CSU FULLERTON AUXILIARY SERVICES CORPORATION

By: _____

Print Name:
Title:
Date:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA, IRVINE

By: _____

Print Name:
Title:
Date:

ADDENDUM A
LIST OF SCHOOL DISTRICTS

Addendum A is a list of Orange County School Districts that are Party to this Data Sharing Agreement.

All notices, requests, claims correspondence, reports, reports authorized or required by this Data Sharing Agreement, and/or other communications shall be addressed as follows:

A. UNION HIGH SCHOOL DISTRICTS

1. Anaheim Union High	
Address:	501 N. Crescent Way Anaheim, CA 92801
Authorized Representative:	Michael Matsuda, Superintendent Matsuda_m@auhsd.us 714-999-3502
Data Custodian:	Erik Greenwood, Chief Technology Officer greenwood@auhsd.us 714-999-3765 xt. 64003

2. Fullerton Joint Union High	
Address:	1051 W. Bastanchury Rd. Fullerton, CA 92833
Authorized Representative:	Steve McLaughlin smclaughlin@fjuhsd.org 714-870-2801
Data Custodian:	Weston Baughn, Director of Technology wbaughn@fjuhsd.org 714-870-2860

3. Huntington Beach Union High	
Address:	5832 Bolsa Ave. Huntington Beach, CA 92649
Authorized Representative:	Dr. Clint Harwick charwick@hbuhsd.edu 714-903-7000 ext. 4200
Data Custodian:	Gen Naydo, Director of Educational Technology & Information Services gnaydo@hbuhsd.edu (714) 903-7000

B. PK-12 SCHOOL DISTRICTS

1. Brea Olinda Unified	
Address:	1 Civic Center Cir, Brea, CA 92821
Authorized Representative:	Brinda Leon, Superintendent bleon@bousd.us

	714-990-7824
Data Custodian:	Josh Barton, Administrative Director, Technology Services ITHelp@bousd.us 714-990-7822

2. Capistrano Unified	
Address:	33122 Valle Rd San Juan Capistrano, CA 92675
Authorized Representative:	Kirsten Vital Brulte, Superintendent superintendent@capousd.org 949-234-9203
Data Custodian:	Sean Rozell, Chief Technology Officer SRROZELL@capousd.org 949-234-9474

3. Garden Grove Unified	
Address:	10331 Stanford Ave. Garden Grove, CA 92840
Authorized Representative:	Gabriela Mafi, Ed.D., Superintendent supt@ggusd.us 714-663-6000
Data Custodian:	John Marsh, Director jmarsh@ggusd.us 714-663-6258

4. Irvine Unified	
Address:	5050 Barranca Parkway Irvine, CA 92604
Authorized Representative:	Terry Walker, Superintendent terrywalker@iusd.org 949-936-5251
Data Custodian:	Brianne Ford, Chief Technology Officer brianneford@iusd.org (949) 936-5000

5. Laguna Beach	
Address:	550 Blumont St. Laguna Beach, CA 92651
Authorized Representative:	Jason Viloria, Ed.D. Superintendent jviloria@lbusd.org 949-497-7700 ext. 5202
Data Custodian:	Michael Morrison, Chief Technology Officer mmorrison@lbusd.org 949-497-7700 xt. 5239

6. Los Alamitos Unified School District	
Address:	10293 Bloomfield St. Los Alamitos, CA 90720

Authorized Representative:	Dr. Andrew Pulver, Superintendent apulver@losal.org (562) 799-4700 Ext. 80401
Data Custodian:	John Spiratos , Director of Information Technology jspiratos@losal.org (562) 799-4700 ext. 80443

7. Newport Mesa Unified School Districts	
Address:	2985 Bear Street Costa Mesa, CA 92626
Authorized Representative:	Dr. Wesley Smith, Superintendent superintendent@nmusd.us 714-424-5030
Data Custodian:	Asim Babovic, Director ababovic@nmusd.us 714-424-7518

8. OCDE	
Address:	200 Kalmus Dr. Costa Mesa, CA 92626
Authorized Representative:	Al Mijares, Superintendent / Kathy Boyd, Director kboyd@ocde.us 714-708-5880
Data Custodian:	LOUIS MAZZARINI, Director, IT lmazzarini@ocde.us (714) 966-4184

9. Orange Unified School District	
Address:	1401 North Handy St. Orange, CA 92867
Authorized Representative:	Gunn Marie Hansen, Ph.D., Superintendent of Schools superintendent@orangeusd.org (714) 628-4000
Data Custodian:	Christina Lin, Technology & Student Achievement, Elementary Support shaol@orangeusd.org (714) 628-4550

10. Placentia Yorba Linda Unified	
Address:	1301 E. Orangethorpe Ave. Placentia, CA 92870
Authorized Representative:	Dr. Michael Matthews , Superintendent mmatthews@pylusd.org 714-986-7000
Data Custodian:	Jeremy Powell , Chief Technology Officer jepowell@pylusd.org (714) 985-8733 x 82455

11. Saddleback Valley Unified School District

Address:	25631 Peter A. Hartman Way Mission Viejo, CA 92691
Authorized Representative:	Crystal Turner, Superintendent Crystal.Turner@svusd.org 949-586-124
Data Custodian:	Ozzy Cortez, CCTO, Chief Technology Officer ozzy.cortez@svusd.org 949-598-3714

12. Santa Ana Unified School Districts	
Address:	1601 E. Chestnut Ave. Santa Ana, CA 9201
Authorized Representative:	Jerry Almendarez, Superintendent jerry.almendarez@sausd.us 714-558-5512
Data Custodian:	Mark Rodriguez, Chief Technology Officer mark.rodriguez@sausd.us 714-480-4755

13. Tustin Unified School Districts	
Address:	300 South C Street Tustin, CA 92780
Authorized Representative:	Dr. Mark Johnson, Superintendent mjohnson@tustin.k12.ca.us (714)730-7305
Data Custodian:	David Smith, Chief Technology Officer, Information Technology ddsmith@tustin.k12.ca.us 714) 730-7301, ext. 51379

C. PK6/PK8

1. Anaheim Elementary School District	
Address:	1001 S East St, Anaheim, CA 92805
Authorized Representative:	Christopher Downing, Ed.D. Superintendent cdowning@aesd.org (714) 517-7510 Ext. 4000
Data Custodian:	Cory Robertson , Director crobertson@aesd.org (714)517-7532

2. Buena Park School District	
Address:	6885 Orangethorpe Ave, Buena Park, CA 90620
Authorized Representative:	Dr. Ramon Miramontes, Superintendent rmiramontes@bpsd.us (714) 736-4241
Data Custodian:	Mike Magboo, Chief Operations Officer

	mmagboo@bpsd.us (714) 994-9235

3. Centralia Elementary	
Address:	6625 La Palma Ave. Buena Park, CA 90620-2859
Authorized Representative:	Norma Martinez, Superintendent norma_martinez@cesd.us 714-228-3131
Data Custodian:	Stephen Powers, Technology Director Stephen_powers@cesd.us 714-228-3107

4. Cypress School District	
Address:	5816 Corporate Ave Suite 100, Cypress, CA 90630
Authorized Representative:	Anne Silavs, Superintendent asilavs@cypsd.org (714) 220-6910
Data Custodian:	Tim McLellan, Assistant Superintendent tmclellan@cypsd.org (714) 220-6941

5. Fountain Valley School District	
Address:	10055 Slater Ave, Fountain Valley, CA 92708
Authorized Representative:	Katherine Stopp , Superintendent stoppk@fvsd.us (714) 843-3255
Data Custodian:	Parham Sadegh Director, Information Technology psadegh@fvsd.us 714-843-3299

6. Fullerton School District	
Address:	1401 W Valencia Dr, Fullerton, CA 92833
Authorized Representative:	Dr. Robert Pletka, Superintendent suptoffice@myfsd.org 714-447-7405
Data Custodian:	Jeremy Davis - Assistant Superintendent of Innovation & Instructional Support jeremy_davis@myfsd.org 714-447-7471

7. Huntington Beach City	
Address:	8750 Dorsett Dr, Huntington Beach, CA 92646
Authorized Representative:	Dr. Leisa Winston Superintendent lwinston@hbcsd.us (714) 964-8888

Data Custodian:	Thomas Tan, Ed.D. Executive Director, Technology Services Ttan@hbcsd.us 714-378-2012

8. La Habra City	
Address:	500 N Walnut St, La Habra, CA 90631
Authorized Representative:	Dr. Mario A. Carlos, Superintendent mcarlos@lahabraschools.org (562) 690-2320
Data Custodian:	David H. Soto, Chief Technology Officer dsoto@lahabraschools.org (562) 690-2320

9. Lowell Joint School District	
Address:	11019 Valley Home Ave, Whittier, CA 90603
Authorized Representative:	Mr. Jim Coombs, Superintendent jcoombs@ljsd.org (562) 902-4200
Data Custodian:	Alan Mao, Director of Technology amao@ljsd.org (562) 943-0211

10. Magnolia School District	
Address:	2705 W Orange Ave, Anaheim, CA 92804
Authorized Representative:	Dr. Franklin Donavan II, Superintendent fdonavan@magnoliasd.org (714) 761-5533
Data Custodian:	Jason Pomeroy, Systems and Networking Manager jpomeroy@magnoliasd.org 714) 761-5533 xt. 1025

11. Ocean View School District of Orange County	
Address:	17200 Pinehurst Ln, Huntington Beach, CA 92647
Authorized Representative:	Dr. Michael Conroy Superintendent mconroy@ovsd.org (714) 847-2551 Ext. 1310
Data Custodian:	Rick Larson, Director rlarson@ovsd.org (714) 847-2551 Ext. 1206

12. Savanna School District	
Address:	1330 S Knott Ave, Anaheim, CA 92804
Authorized Representative:	Dr. Sue Johnson Superintendent sue.johnson@savsd.org (714) 236-3805

Data Custodian:	Mrs. Briana Schnitzer, Assistant Superintendent assistant.superintendent@savsd.org 714-236-3800

13. Westminster School District	
Address:	14121 Cedarwood St, Westminster, CA 92683
Authorized Representative:	Dr. Cindy Park, Superintendent cpark@wsdk8.us 714-894-7311
Data Custodian:	Sam Plambeck, Director Information Technology splambeck@wsdk8.us 714-894-7311

ADDENDUM B
LIST OF POST-SECONDARY INSTITUTIONS

Addendum B is a list of Post-Secondary Institutions that are Party to this Data Sharing Agreement.

All notices, requests, claims correspondence, reports, reports authorized or required by this Data Sharing Agreement, and/or other communications shall be addressed as follows:

A. COMMUNITY COLLEGES

1. Coast Community College District DBA Coastline College	
Address:	1370 Adams Avenue, Costa Mesa, CA 92626, US
Authorized Representative:	Dr. Shelly Blair, Dean sblair12@coastline.edu 714.241.6251 xt.16251
Data Custodian:	Dave Thompson, Director of Information dthompson@coastline.edu 714.241.6251 xt.16219

2. North Orange County Community College District DBA Cypress College	
Address:	9200 Valley View St, Cypress, CA 90630
Authorized Representative:	Margaret Fernandez , Interim Dean mfernandez@cypresscollege.edu (714) 484-7231
Data Custodian:	Dr. Paul R. de Dios, Vice President, Student Services pdedios@cypresscollege.edu 714-484-7346

3. North Orange County Community College District DBA Fullerton College	
Address:	321 E Chapman Ave, Fullerton, CA 92832
Authorized Representative:	ERICKA ADAKAI Director, Educational Partnerships & Programs/Dual Enrollment eadakai@fullcoll.edu 714-992-7071 JENNIFER MERCHANT Director, Career and Technical Education (CTE) jmerchant@fullcoll.edu 714.992.7010
Data Custodian:	KEN STARKMAN Dean of Technology & Engineering kstarkman@fullcoll.edu 714.992.7052

4. Coast Community College District DBA Golden West College	
Address:	15744 Goldenwest St, Huntington Beach, CA 92647

Authorized Representative:	Dorsie Brooks, Interim Dean Career Education and Business dbrooks28@gwc.cccd.edu 714-892-7711
Data Custodian:	Janet Houlihan, Vice President Administrative Services jhoulihan@gwc.cccd.edu 714-895-8240

5. South Orange County Community College District DBA Irvine Valley	
Address:	5500 Irvine Center Dr, Irvine, CA 92618
Authorized Representative:	Traci Fahimi, Dean, Social & Behavioral Sciences, Business Sciences, Academic Programs tfahimi@ivc.edu (949)451-5204
Data Custodian:	Nicholas Wilkening, Director of Technology Services nwilkening@ivc.edu 949-451-5100

6. Coast Community College District DBA Orange Coast College	
Address:	2701 Fairview Rd, Costa Mesa, CA 92626
Authorized Representative:	Lisa Knuppel, Dean, Career Education/Career Services/Business & Computing lknuppel@occ.cccd.edu 949-551-6041
Data Custodian:	Dr. Derek Vergara, Dean of Students dvergara2@occ.cccd.edu 714-432-5072

7. South Orange County Community College District DBA Saddleback College	
Address:	28000 Marguerite Pkwy, Mission Viejo, CA 92692
Authorized Representative:	Kari Irwin, Assistant Dean Career and Technical Education kirwin@saddleback.edu (949)582-4273
Data Custodian:	Thurman Brown, Director of Technology Services and Broadcast Systems tbrown95@saddleback.edu (949) 582-4882

8. Rancho Santiago Community College District DBA Santa Ana College	
Address:	1530 W 17th St, Santa Ana, CA 92706
Authorized Representative:	Dr. Larisa Sergeyeva, Dean Career and Technical Education/Technology Division sergeyeva_larisa@sac.edu (714) 564-6000
Data Custodian:	Dr. Larisa Sergeyeva, Dean Career and Technical Education/Technology Division sergeyeva_larisa@sac.edu

	(714) 564-6000

9. Rancho Santiago Community College District DBA Santiago Canyon College	
Address:	8045 E Chapman Ave, Orange, CA 92869
Authorized Representative:	Elizabeth Arteaga, CTE Dean arteaga_elizabeth@sccollege.edu 714-628-4885
Data Custodian:	Joseph Alonzo, Interim Dean of Enrollment and Support Services & Deputy Title IX Coordinator alonzo_joseph@sccollege.edu (714) 628-4933

B. HIGHER EDUCATION PARTNERS

1. CSU Fullerton Auxiliary Services Corporation (Performing Organization California State University Fullerton)	
Address:	800 N State College Blvd, Fullerton, CA 92831
Authorized Representative:	Charles D. Kissel, Executive Director ckissel@fullerton.edu 657-274-4100
Data Custodian:	deanofstudents@fullerton.edu 657-278-3211

2. The Regents of the University of California, University of California. Irvine	
Address:	401 E. Peltason Drive, Suite 3200, Irvine, CA 92617
Authorized Representative:	Stephanie Reyes-Tuccio, Assistant Vice Chancellor s.reyestuccio@uci.edu (657) 278-2011
Data Custodian:	Shohreh Bozorgmehri, Student and Academic Services Division shohreh@uci.edu (949) 824-7324

ADDENDUM C
PK-12 STUDENT DATA

School Districts listed in Addendum A will disclose the following Data Fields:

1. Student ID
2. School Name and ID
3. Total Enrollment
4. Enrollment in CTE Pathways
5. CTE Pathway Completion
6. Early College Credit Courses and Enrollment
7. Early College Credit Courses Grades
8. Student Race/Ethnicity
9. Student Gender
10. Student Poverty Status
11. Student Foster/Homeless Status
12. Student English Language Learner Status
13. Student Primary Language
14. Student Special Education Status
15. Experiences and Outcomes
16. Activities and Awards
17. Internship - Work-Based Learning
18. Student Cumulative Grade Point Average
19. All CCI Metrics
20. Demographic information
21. Staff ID
22. Staff Demographics
23. Staff Credentials
24. Attendance Reports
25. State Testing Data
26. Discipline Data
27. Graduation Status and Requirements
28. AP/IB Testing Data
29. 504 Program Participants
30. Healthy Start Program Services
31. Physical Performance Testing
32. Postsecondary Survey Results
33. Work Permit Data

ADDENDUM D
POST-SECONDARY STUDENT DATA

Post-Secondary Institutions listed in Addendum B will disclose the following Data Fields:

1. Agency ID
2. Student ID
3. Student Name
4. Student Date of Birth
5. Student Gender
6. Student Race/Ethnicity
7. Student High School Attended or Attending
8. Special Admit Students Enrollment in Dual Enrollment Courses
9. Special Admit Student Grades in Dual Enrollment Courses
10. College Enrollment Status
11. Student Cumulative GPA
12. Semester Course work
    a. Courses Enrolled
    b. Grades
    c. General Work Experience Course Enrollment
    d. Internship Experiences
    e. Job Placement

ADDENDUM E
NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT

Family Educational Rights and Privacy Act (FERPA)
Non-Disclosure / Confidentiality Agreement

The Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the confidentiality of student education records. "Education records" are those records that are directly related to a student that are maintained by an educational institution or by a party acting for the institution. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

As an employee, agent and/or representative of [SCHOOL DISTRICT OR POST-SECONDARY INSTITUTION], it is important for you to familiarize yourself with some of the basic provisions of FERPA to ensure that you do not violate this Federal law.

- You must not, under any circumstances, release to any person(s) information about a student, unless your position specifically requires you to do so. You must refer any requests for information about a student to your supervisor to ensure that you do not violate FERPA. You must not release any information about a student unless authorized to do so by your supervisor.
- You must avoid acquiring student record information that you do not need to do your job, nor should you disclose/release information about students that you may have learned while performing your job. Even a minor disclosure of information may be a violation.
- The department you work in may have additional restrictions on information sharing and/ or additional rules about privacy and confidentiality. (e.g. research results, pending policy changes, financial information). Be sure to discuss these issues with your supervisor before you begin working. In general, keep any information obtained at the workplace at work.

I have read and understand my employee responsibilities as described above and that unauthorized disclosure is a violation of Federal law.

Employee Name (Print):	Date:
_____	_____
Employee Signature:	Supervisor Name (Print):
_____	_____

ADDENDUM F
K-16 Grant Program Data Reporting Guidelines (Data Reporting Guidelines)

Data Reporting Guidelines

No later than 60 days after receipt of funds, the Grantee shall submit their completed Data Work Plan to the Office of Public School Construction (OPSC). Grantees will meet with the OPSC Research Data Specialist to collaboratively develop and establish a working plan for data collection and reporting on program outcomes specific to the Grantee's workplan and overall program goals. As reflected in the program's theory of change and learning agenda, the intent of the data plan is to encourage iterative learning with insights that may be shared across all Grantees to encourage best practices. It is anticipated that the outcomes shared may lead to annual adjustments to the work plan to incorporate refinements necessary due to lessons learned. Specific report format shall include the project work plan narrative related to progress, as well as an aggregate report on outcome metrics determined by the Grantee and the Research Data Specialist. As appropriate or requested (by OPSC), collaboratives may share data through aggregated reports or student-level datasets.

The Grantee and the Research Data Specialist will have regular check in meetings throughout the terms of the grant to refine approach, share information, and to develop specific case studies. The working plan shall be finalized no later than 90 days after receipt of funds and will be included as an Appendix to the Grant Agreement.

All collaboratives will be required to submit bi-yearly data reports that include:

1) Specified data elements on pathway participation
2) Customized data elements tailored to the specific strategies of the collaborative (subject to approval by OPSC).

Specified data elements and Customized data elements are both equally as important in developing the collaborative's data plan, and both will be included in the collaborative's aggregate report template. Baseline data will be required by the end of October 2022, with bi-yearly reports thereafter.

Specified Data Metrics

Utilizing reporting templates provided by OPSC, each specified data metric should be reported in aggregate across all required partners with breakdowns for each individual collaborative partner. Collaboratives must report on each of the pathways proposed in the grant application. Data on enrollment, retention, and completion should be based on pathway cohorts. Additionally, each element should be disaggregated by student ethnicity and socio-economic status.

- Pathway enrollment
- Pathway retention and persistence
- Participation in work-based learning (WBL) opportunities and internships
- Pathway completion rates
- Average time to pathway completion

Customized Data Metrics

Working with the Research and Data Specialist, each collaborative will define and establish metrics customized to their needs and goals. These customized metrics should track specific pathway development goals, as well as include metrics listed on the collaborative work plan (e.g., a proposed outcome of 5% increase in college admission for pathway students will need to include college application and admission data measures). While there are customized metrics that are mandatory for all collaboratives, each region will have flexibility in metric definition. For example, all collaboratives will need to report on student grades in pathway courses, but the course list will be unique to each collaborative and pathway. Once the customized metrics are defined, the Research and Data Specialist will create customized reporting templates for each collaborative to provide aggregate data for bi-yearly reports. These mandatory customized elements are:

- Pathway course pass rates and grades
- College enrollment, retention, and completion rates for pathway students
- Post-pathway completion job placement
- Recovery with Equity (RWE) related activity progress

Additionally, each of the chosen RWE recommendations will have required metrics, but the collaborative can identify additional measurable, quantitative data elements for regularly monitoring progress toward the collaborative's stated RWE goals. See the below table for a list of required metrics and example additional metrics per RWE goal. If RWE strategies are implemented for larger subgroups (not only pathway students), a demographic breakdown for pathway vs. non-pathway students will need to be included. As appropriate or requested (by OPSC), collaboratives may additionally provide student-level data, survey results, and / or narrative descriptions of progress toward RWE goals.

RWE Goal	Required metrics	Example Additional Metrics
Improve faculty, staff, and administrator diversity	• Employee type – by Race / Ethnicity • Employee rank – by Race / Ethnicity • Number of tenured / tenure track faculty – by Race / Ethnicity • Number of courses taught by adjunct faculty by department – by Race / Ethnicity	• Investments in equal opportunity hiring and employment practices • Departures by dept, employee type, and rank
Cultivate inclusive, engaging, and equity-oriented learning environments	• Grade distribution disaggregated by student ethnicity before and after course redesign • Campus climate survey results	• Student course evaluations (including questions about if the course is aligned with principles of diversity, equity, and inclusion) • Results from student focus groups
Retain students through inclusive supports	• Campus climate survey results - sense of belonging • Participation in student supports • Impacts on retention.	• Participation in student support programs • Campus Climate survey questions on student experiences with discrimination and harassment, perceptions of how institution promotes diversity across race, gender, sexual orientation, ability, socio-economic status
Provide high-tech, high-touch advising	• Number of student utilizing advising tools • Percent of students with a registered CaliforniaColleges.edu account • Average number of meetings / workshops per student	• Number of 12th graders that have completed CaliforniaColleges.edu financial aid module (12th grade lesson one) • Number of students participating in advising meetings • Number of students completing a career assessment • Student / Parent surveys on helpfulness of advising tools and chatbots.
Support college preparation and early credit opportunities	• Number of students completing A-G requirements (with area completion rates) • Number of students participating in dual enrollment / AP courses. • Number of dual enrollment / AP courses taught in pathway • Average dual enrollment / AP pass rates. • Average number of transferrable units earned	• Number of early credit instructors meeting minimum qualifications • Number of DE students who enroll at 2-year and/or 4-year colleges
Subsidize internet access for eligible students	• Number of students participating in internet subsidy program.	
Improve college affordability	• Number of students completing FAFSA / CADAA applications • Number of students participating in FA programs	• Number of students participating in paid internships / Work Based Learning opportunities.

Additional Requirements: Cradle to Career Data System and CaliforniaColleges.edu participation

The Cradle to Career system will be a suite of user-friendly resources focused on early learning through K-12 and higher education, as well as on the financial aid and social services that help students reach their goals. The data system will include dashboards, query tools, and analytic data sets for researchers, policy makers, educators, and community members to inform research, advocacy, and policy analysis.

CaliforniaColleges.edu is the state's official college and career planning and application platform for 6th-12th grade students. It provides an infrastructure for unified and verified reporting from K12 districts that are receiving funds as part of the regional workforce collaboratives.CaliforniaColleges.edu is managed by the California College Guidance Initiative (CCGI) which also provides training, capacity building, and user support to districts as they integrate CaliforniaColleges.edu into their work with students. For most collaboratives, K-12 partners will be in various stages of implementation of CCGI.

Collaboratives will be expected to meet and report on the following milestones:

- By October 31, 2022: All K-12 partners establish intent to partner with CCGI
- By February 15, 2023: All K-12 partners attend a CCGI "launch" meeting
- By March 15, 2023: All K-12 partners in contract with CCGI
- By July 1, 2023: All K-12 partners have uploaded first data files and completed initial alignment process

Progress on Cradle to Career Data System and CaliforniaColleges.edu participation can be included in the quarterly narrative reports. Baseline data on CCGI participation for each collaborative will be provided to OPSC by CCGI, and individual districts will not need to directly submit data reports on these metrics.

While only the collaborative's K-12 agencies will be required to onboard and participate in in CCGI, we encourage all education partners to utilize CCGI's reports and tools. All districts are strongly encouraged to take full advantage of CCGI's Technical Assistance, User Support, and Virtual Training services to support holistic use of CaliforniaColleges.edu. As part of that support, CCGI is available to collaborate with districts on developing viable implementation plans. Collaboratives are encouraged to use additional CCGI tools and utilize these metrics in their customized data plans, including Financial Aid module completion, college applications rates (using CaliforniaColleges.edu to apply in CCCApply, Cal State Apply, UC Application), and career assessment participation.

ADDENDUM G
Work-Based Learning Technician Job Description

Job Description

K16 Key Personnel

POSITION DESCRIPTION

This position is responsible for performing a variety of duties to assist in planning, organizing, and coordinating student enrollment in work-based learning activities based on K16 Projects.

EDUCATION AND EXPERIENCE

Education: Graduation from high school or equivalent. Associate's degree or 48-semester units of coursework from an accredited college or university.

Experience: Two years of experience in job placement or community relations work. Knowledge of Career Education and work-based learning is desired.

EXAMPLE OF DUTIES/RESPONSIBILITIES

WORK-BASED LEARNING SUPPORT

- Identify and recruit employers and business and community partners willing to work with students in a variety of work-based learning experiences.
- Establish relationships with businesses, local workforce agencies, and education partners for the purpose of providing work-based learning experiences, pre-apprenticeships, apprenticeships, industry certifications, and early college credit support.
- Contact students at job work sites; follows-up with students and employer(s) to evaluate the progress and interventions necessary for the assurance of successful completion of work training programs; maintains open and positive communication between student and outside employment supervisor(s).
- Serve as a liaison between the student, employer partner/intermediary and school system to ensure compliance in reference to paying students, etc.
- Facilitate work-based learning opportunities to assure students are effectively and efficiently developing knowledge, skills, attitudes, and work habits necessary for employment.
- Administer and interpret career inventory assessments to assist with job matching.

DATA MANAGEMENT

- Input, update and extract K-16 data; maintain automated files and records; initiate reports and generate a variety of spreadsheets, computerized lists, reports and documents; assure accuracy of input and output data for Career Education and Assessment. Design and execute specialized reports using a variety of databases and software.
- Maintain confidentiality of sensitive employee and student information.
- Monitor database for accuracy and data integrity.
- Reconcile data between student information system and district, state, and federal reporting.
- Collaborate with all stakeholders to promote career pathways as well as gather and analyze work-based learning data.

K16 PROJECT SUPPORT

- Perform complex and technical work involving reviews and audits of a variety of career education materials requiring familiarity with policies, practices, and procedures.
- Provide user training and may travel to classrooms in support of related duties.
- Assist with processing career education purchase orders and invoices; monitor office or project expenditures; process invoices, requisitions and purchase orders in accordance with established guidelines; maintain auditable records.
- Assist in developing career education advertisements, folders, and marketing information for distribution to stakeholders.
- Attend and participate in career education meetings and conferences.
- Attend and participate in OC Pathways meetings as scheduled
- Engage with Counselors, CTE Teachers, Faculty & Staff, Administrators, and OC Pathways in the planning, development and evaluation of the K-16 grant projects.

ADDENDUM H
K-16 Budget Worksheet Template

BUDGET WORKSHEET

DETAILED LISTING OF PROJECT EXPENDITURES
INSTRUCTIONS (07/22)

BUDGET SUMMARIES UPDATES:

Column	Categories	Directions
A	Partner	Enter the name of the partner/collaborator
B	Approved Budget	Enter the approved budget or award allocated for the partner/collaborator
C	Total Invoice YTD	Enter the cumulative invoice costs for the partner/collaborator
D	Balance Remaining	Autocalculate (Balance Remaining = Approved Budget - Total Invoice YTD)

PARTNER SPENDING UPDATES:

Column	Categories	Directions
E	Personnel	1) Line 10: Enter the Total Approved Budgets for each categories. 2) Starting on Line 13, for each line, add the Invoice Date, Invoice #, Description, Invoice Amount, and enter the amounts for each categories that is associated with the Invoice Amount. The total amount for each categories should equal to the Invoice Amount. 3) Very bottom of the page, autocalculate "Year to Date Cumulative" (Sum of each categories) and "Balance Remaining" (Approved Budget - Year to Date Cumulative)
F	Travel	
G	Materials and Supplies	
H	Equipment	
I	Consultants	
J	Subcontracts	
K	ODC #1	
L	ODC #2	
M	ODC #3	
N	Total Approved Budgetss	Autocalculate for all the categores (Column E-M)

Notes:

Add additional tabs as necessary for multiple Subawards and Partners.
Add additional columns (categories) as necessary such as additional Other Direct Costs (ODC).
Add additional lines as necessary for additional Invoices.
Total of all the tabs (Subawards & Partners) should equal to the total of the the Budget Summaries.

PARTNER SPENDING UPDATE, XX/XX/XXXX

K-16 EDUCATION PATHWAY: _____

PARTNER AGENCY: _____

LEAD AGENCY: _____

CERF REGION: _____

REPORT PERIOD: _____

PAGE: _____

Partner Agency Contact Name: _____

Partner Agency Contact Number: _____

Partner Agency Contact Email: _____

				Approved Budget									
				Personnel	Travel	Materials & Supplies	Equipment	Consultants	Subcontracts	Other Direct Costs ODC #1	Other Direct Costs ODC #2	Other Direct Costs ODC #3	Total Approved Budget
		Enter Total Approved Budget ---->		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Inv Date	**Inv #**	**Description**	**Inv Amount**										
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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		Cumulative Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Remaining Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

ADDENDUM I
K-16 Expenditure Worksheet Template

EXPENDITURE WORKSHEET

DETAILED LISTING OF PROJECT EXPENDITURES
INSTRUCTIONS (07/22)

Column	Categories	Directions
a	Warrant Date	Enter the Warrants Date associated with the costs
b	Payee	Enter the Payee or Vendor associated with the costs
c	Warrant Number	Enter the Warrants Number associated with the costs
d	Accounting Budget Code	Enter Fund-Resource-Year-Goal-Function-Object assoociated with the costs
e	Personnel	Enter the costs associated with Additional or New staffing costs directly associated with the tasks outlined in scope of work for the grant including salaries and benefits. Salaries must be supported by time cards or time logs.
f	Travel	Enter the costs associated with travel expenses directly associated with the tasks outlined in the scope of work (lodging, airfare, car rental, meal reimbursement). Travel expenses shall be limited to the reimbursement rates used by the State of California.
g	Consultant	Enter the costs associated with consulting directly associated with the task outlined in the scope of work.
h	Indirect Costs - 5%	Enter the costs associated with maintenance costs such as updating existing website, etc.
i	Advertising and Marketing	Enter the costs associated with design, print, publication, advertising costs, and establishing website directly associated with the tasks outline in the scope of work for the grant.
j	Student Supports	Enter the costs associated with student supports such as food, field trips, transportation, technology, and student internships must align with the goals of the project and provide a plan for sustainability to continue these supports after the grant periods ends.
k	Event Costs	Enter the costs associated with events for the purposes of recruiting, professional development, or training, such as rental space or entry fees.
l	Materials and Supplies	Enter the costs associated with materials and supplies directly associated with the tasks outlined in the scope of work for the grant.
m	Furniture & Equipments	Enter the costs associated with specific pathways equipment to house students, training materials, software, and curriculum. Include the quanity in the description/purposes.
n	Other Direct Costs	Enter any Direct costs not listed above.
o	Other Planning Costs	Enter any planning costs not listed above.
p	Description	Detailed description of the expenditures (Include quantity if applicable)

Notes:

Lead agency and all partners shall report their expenditures. Add additional tabs as necessary for multiple Partners. Total of all the tabs (Lead Agency & Partners) should equal to the total of the the Expenditure Cumulative YTD.

The list of project expenditures should reflect all expenditures for the project by warrant numbers, invoice dates, invoice payees, invoice amounts, general ledger object code, and specific descriptions of the expenditures. The description of expenditures must provide sufficient detail for the Office of Public School Construction to verify that all project expenditures are applicable to the project and that the expenditures have been recorded in the proper cost categories. Grantee shall maintain a rationale for the amount equipment purchased (ie. computers, laptops, furniture, desks) and pro-rate methodology if invoices or contract includes projects do not align with the goals of the project.

EXPENDITURE WORKSHEET

DETAILED LISTING OF PROJECT EXPENDITURES

PARTNER AGENCY:

LEAD AGENCY:

Partner Agency Contact Name:

Partner Agency Contact Number:

Partner Agency Contact Email:

CERF REGION:

REPORT PERIOD:

PAGE:

WARRANT DATE	PAYEE	WARRANT NUMBER	ACCOUNTING BUDGET CODE	PERSONNEL	TRAVEL	CONSULTANTS	INDIRECT COSTS - 5% Maximum	ADVERTISING AND MARKETING	STUDENT SUPPORTS	EVENT COSTS	MATERIALS & SUPPLIES	FURNITURE & EQUIPMENT	OTHER DIRECT COSTS	OTHER PLANNING COSTS	DESCRIPTION/PURPOSE/SUBAWARD #/PARTNER
				$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	TOTAL COSTS $0.00

ADDENDUM J

Regional K16 Education Collaborative Grant Program
Reporting Schedule and Deadlines

Regional K16 Education Collaboratives Grant Program
Partner Reporting Schedule and Deadlines

Reports must be submitted to OCDE by the Due Dates listed below

2022:

Due Date:	Type of Report:
September 30	**Budget, expenditure, and narrative reports** (All progress from July 1, 2022- September 30, 2022)

2023:

Due Date:	Type of Report:
January 17	**Budget, expenditure, and narrative reports** (All progress from October 1, 2022- December 31, 2022) **Data report** (All progress from July 1, 2022- December 31, 2022)
April 14	**Quarterly narrative report** (All progress from January 1, 2023- March 31, 2023)
July 14	**Quarterly narrative report** (All progress from April 1, 2023- June 30, 2023) **Budget and expenditure reports** (All progress from January 1, 2023- June 30, 2023) **Data report** (All progress from January 1, 2023- June 30, 2023)
October 13	**Quarterly narrative report** (All progress from July 1, 2023- September 30, 2023)

2024:

Due Date:	Type of Report:
January 12	**Quarterly narrative report** (All progress from October 1, 2023- December 31, 2023) **Budget and expenditure reports** (All progress from July 1, 2023- December 31, 2023) **Data report** (All progress from July 1, 2023- December 31, 2023)
April 12	**Quarterly narrative report** (All progress from January 1, 2024- March 31, 2024)
July 15	**Quarterly narrative report** (All progress from April 1, 2024- June 30, 2024) **Budget and expenditure reports** (All progress from January 1, 2024- June 30, 2024) **Data report** (All progress from January 1, 2024- June 30, 2024)
October 11	**Quarterly narrative report** (All progress from July 1, 2024- September 30, 2024)

2025:

Due Date:	Type of Report:
January 13	**Quarterly narrative report** (All progress from October 1, 2024- December 31, 2024) **Budget and expenditure reports** (All progress from July 1, 2024- December 31, 2024) **Data report** (All progress from July 1, 2024- December 31, 2024)
April 11	**Quarterly narrative report** (All progress from January 1, 2025- March 31, 2025)
July 14	**Quarterly narrative report** (All progress from April 1, 2025- June 30, 2025) **Budget and expenditure reports** (All progress from January 1, 2025 June 30, 2025) **Data report** (All progress from January 1, 2025 - June 30, 2025)
October 17	**Quarterly narrative report** (All progress from July 1, 2025- September 30, 2025)

2026:

Due Date:	Type of Report:
January 16	**Quarterly narrative reports** (All progress from October 1, 2025- December 31, 2025) **Budget and expenditure reports** (All progress from July 1, 2025- December 31, 2025) **Data report** (All progress from July 1, 2025- December 31, 2025)
April 17	**Quarterly narrative report** (All progress from January 1, 2026- March 31, 2026)
July 17	**Quarterly narrative report** (All progress from April 1, 2026- June 30, 2026) **Budget and expenditure reports** (All progress from January 1, 2026- June 30, 2026) **Data report** (All progress from January 1, 2026- June 30, 2026)

ADDENDUM K

K16 Grant Program Final Awards Allocation

ORANGE COUNTY
DEPARTMENT
OF EDUCATION
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

October 28, 2022

Re: K16 Award Notice

Dear Scott and Karina,

The Orange County Department of Education - OC Pathways team would like to thank you for your patience and your partnership in the OC Pathways Regional K-16 Collaborative Grant application process. As you are aware, the OC Region was awarded $18.1 million. OC project applications totaled over $60 million. Though we did not have enough funding to fully award any partner, we are optimistic that each partner receiving some funding will be enough to support personnel efforts in building and sustaining work-based learning opportunities for all students.

It is my pleasure to inform you that **AUHSD has been awarded $320,000** that is to be used for a work-based learning technician who will help implement your innovative project. Please document the breakdown of salary/benefits over the next four years in your budget.

AUHSD will be receiving an additional $80,000 to be used toward personnel (on stipends, extra earnings, etc.). Please allocate that amount in the appropriate area on the budget sheet.

OCDE business offices will soon provide the following:

- K16 Service Agreement
- OC Pathways MOU

You may also want to consider submitting a Round 5 K12 SWP application to fund aspects of the K16 projects that were unable to be funded.

The OC Pathways team remains grateful for all that you do to support student success and is proud to partner with you!

Sincerely,

Kathy Boyd, Director
Career Education, Educational Services

ORANGE COUNTY
BOARD OF EDUCATION
MARI BARKE
TIM SHAW
LISA SPARKS, PH.D.
JORGE VALDES, Esq.
KEN L. WILLIAMS, D.O.

Research Subaward Agreement
Amendment

Pass-Through Entity (PTE)		Subrecipient
CSU Fullerton Auxiliary Services Corporation	Entity Name	Anaheim Union High School District
1121 N. State College Blvd. Fullerton, CA 92831-3014	Address including City, State, Zip+4 (Country, if non-US)	501 Crescent Way Anaheim, CA 92801
David Chenot	Principal Investigator	Scott Reindl
PTE Federal Award No: 1D18HP32119	Amendment No: 06	Federal Awarding Agency: Health Resources and Services Admininstration

Project Title: Health Careers Opportunity Program

Subaward Period of Performance:	Amount Funded This Action:	Subaward No:
Start Date: Sep 1, 2018 End Date: Aug 31, 2023	$ 46,000.00	S-6874-AUHSD

Effective Date of Amendment:	Total Amount of Federal Funds Obligated to Date:	Subject to FFATA:
Sep 1, 2022	$ 131,583.48	☑ Yes ☐ No

Amendment(s) to Original Terms and Conditions
This Amendment revises the above-referenced Research Subaward Agreement as follows:

Action:

1. Period of Performance extended through August 31, 2023.
2. Modifies scope of work and budget per attachment.
3. Amount available for 2022-2023 budget period is $52,432 ($46,000 funded this action plus previous budget period remaining balance of $6,432).

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE:	By an Authorized Official of Subrecipient:
Name: Charles D. Kissel	Name: Dr. Jaron Fried
Title: Executive Director	Title: Assistant Superintendent, Ed. Division
Date: 09NOV22	Date: 1/20/23

FDP Mod Sept.2016

academic support services necessary (sub-objective 1, 3, 6)												
Coordinate a year-long community-based health enrichment program for AUHSD students, including: • Career exploration activities in the allied health field • Research skills • Networking skills, development of social capital. • Project-based learning. • (sub-objective 2, 4, 6)					x	x	x	x	x			
Participate in bi-monthly All Partner meetings	x	x	x	x	x	x	x	x	x	x	x	x
Provide AHA HCOP 2 evaluators with access to information (reports, data, etc.) pertinent to the progress of AHA HCOP 2 students at AUHSD.	x	x	x	x	x	x	x	x	x	x	x	x
Help resolve any issues that may arise among AHA HCOP 2 students at AUHSD.	x	x	x	x	x	x	x	x	x	x	x	x
Collaborate on NOCA HCOP 2 student tracking and support after students transition from high school and community college to college	x	x	x	x	x	x	x	x	x	x	x	x
Payment Information												
INVOICE Invoices must be received by month end	x	x	x	x	x	x	x	x	x	x	x	x
PAYMENT SCHEDULE Note: all tasks/aims, reports and deliverables must be completed, submitted to, and accepted and approved by the ASC.	By 10/15/22	By 11/15/22	By 12/15/22	By 1/15/23	By 2/15/23	By 3/15/23	By 4/15/23	By 5/15/23	By 6/15/23	By 7/15/23	By 8/15/23	By 9/15/23

AUHSD 09/01/2022 - 08/31/2023
HCOP_ Year 5 Budget Justification

Expenses

Transportation	Personnel	Supplies	Budget	Justification
	AUHSD Coordinator		$ 16,000.00	Teacher conference period to coordinate HCOP activities (flat rate from North Orange County ROP)
Transportation for Students to CSUF for HCOP Academic Retreats			$ 3,456.00	Transportation at $76/hour including travel to and from district office to pickup location.
	NOCROP Coordination of After-school Enrichment Program		$ 5,000.00	.05 FTE administration costs for development and delivery of after school enrichment program.
	Hourly Pay and Sub Costs - curriculum development, program coordination		$ 2,976.00	Hourly pay and sub costs for attendance at meetings, curriculum development, and additional program coordination.
	Hourly Pay - after school program		$ 20,000.00	Hourly pay for staff time to deliver after-school enrichment to HCOP students.

		Supplies for after-school program	$ 5,000.00	Food/snacks, HCOP pins and other memorabilia, goodie bags, gift cards for prizes, etc.
Fringe @ 38%				
Total Personnel			**$ 52,432.00**	
Total Budget			**$ 52,432.00**	

AHA HCOP – Year 5 Scope of Work: September 1, 2022 – August 31, 2023
Anaheim Union High School District (AUHSD)

Scope of Work	TIME PERIOD FOR COMPLETION											
	By 09/22	By 10/22	By 11/22	By 12/22	By 1/23	By 2/23	By 3/23	By 4/23	By 5/23	By 6/23	By 7/23	By 8/23
Objective 1: By 2023, a minimum of 150 high school students will graduate and matriculate into Cypress College (CC), CSUF or other 2- or 4-year college. 1. Among all students, 100% will increase their knowledge and/or utilization of counseling, mentoring, and academic advising to persist at their educational level (high school, community college, 4-year college, and graduate programs). 2. Among of high school, CC, 4-year college and graduate students, 90% will participate in academic education and health research training to complete their educational level. 3. Among high school, CC and 4-year college students, 100% will be familiar with and apply for relevant financial aid opportunities. 4. Among high school, CC, 4-year college and graduate program students, 100% will be familiar with careers in primary health care. 5. *N/A - Among matriculating graduate program students, 90% will increase their academic, communication (oral and written), and professional preparation to enter graduate school.* Among high school, CC, 4-year and graduate students, 100% will increase professional identity, self-efficacy, and sense of community regarding allied health career attainment.												
Coordinate work-based learning field trips, guest speakers, mentoring experiences, and internships for students in the program.	x	x	x	x	x	x	x	x	x			x
Coordinate referrals for students to services for social/emotional support.	x	x	x	x	x	x	x	x	x			x
Coordinate workshops provided by CSUF and other sub recipients: college entrance requirements, financial aid, study skills, etc.	x	x	x	x	x	x	x	x	x			x
Train college students to provide additional services to complement program.												
Train additional coordinators as program expands.												
Coordinate cross-curricular community action research projects to develop students' cultural competency.												
Recruit and retain a minimum of 30 juniors and seniors from within the Anaheim Union High School District per year who are interested in allied/other health careers. Students will be recruited from Magnolia HS, Savannah HS, and Western HS.					x	x	x	x	x			
Provide students with one-on-one support with FAFSA, scholarships, study skills, college applications and other					x	x	x	x	x			

2022-23 COMMUNITY ENGAGEMENT INITIATIVE (CEI)
DISTRICT PEER LEADING AND LEARNING EXCHANGE (PLLX) FACILITATION CONTRACT
COHORT I

This CONTRACT is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, "Administrative Agent"), acting on behalf of the California Collaborative for Educational Excellence ("CCEE"), and Anaheim Union High School District ("CONTRACTOR"). Hereinafter, the Administrative Agent (on behalf of the CCEE) and CONTRACTOR shall be referred to collectively as "PARTIES."

SECTION I: Purpose

The Community Engagement Initiative ("CEI") was established by the California State Legislature and the Governor on June 27, 2018 (Section 140 of Assembly Bill No. 1808 ("AB 1808"), Chapter 32 of the Statutes of 2018) for the purpose of all of the following:

(1) Building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils.

(2) Identifying effective models of community engagement and metrics to evaluate those models.

(3) Developing effective peer-to-peer partnerships between school districts and county offices of education, utilizing the existing professional learning networks structure administered by the CCEE, to deepen community engagement using lessons learned from the work identified in paragraph (1) and the models identified in paragraph (2).

(4) Scaling up the work identified in paragraphs (1), (2), and (3) to improve community engagement statewide and incorporate practices that prove effective towards school district and county office of education continuous improvement efforts.

Pursuant to AB 1808 and the resulting Request for Applications ("RFA"), the California Department of Education ("CDE") and the CCEE, with approval from the executive director of the State Board of Education ("SBE") selected the San Bernardino County Superintendent of Schools ("SBCSS"), Families In Schools ("FIS"), and the California Association for Bilingual Education ("CABE") as the expert Lead Agency Consortium, consistent with Section 52073.1 of the Education Code, to co-administer the CEI with the CCEE.

The CCEE and the Lead Agency Consortium were charged with soliciting teams to participate in the CEI and included professional learning networks. For the first professional learning network, they were required to select four to six geographically diverse teams that represent different regions of the state and include community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. In the selection process, AB 1808 required positive consideration be given to teams that are engaging in activities consistent with building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils, and teams that have been successful in engaging community members that have not historically been engaged with their school district

AB 1808 requires that the selected teams be willing to do all of the following:

- Participate in and co-facilitate a professional learning network for no less than two years.
- Engage in an open dialogue on issues related to improving local pupil outcomes.
- Partner with other communities and school districts on improving community engagement.

The goals of this first professional learning network, pursuant to AB 1808, are to accomplish the following:

- Deepen the community engagement of the school districts and communities participating in the professional learning network.
- Define common characteristics and best practices of communities where engagement between communities, pupils, schools, and school districts is strong.
- Identify and test metrics for measuring increases in community engagement.
- Develop a protocol for facilitating future professional learning networks to help other communities and school districts improve and deepen their interactions.
- Develop criteria for selecting other teams that would benefit from and be successful in improving community engagement.
- Create capacity within each team to co-facilitate a future CEI professional learning network.

After a competitive application process, teams from six school districts across California were selected to participate in the CEI's inaugural Peer Leading and Learning Network ("PLLN"). The teams represent Cohort I, including DISTRICT, represented the following school districts:

» Anaheim Union High School District
» Azusa Unified School District
» Cajon Valley Union School District
» East Side Union High School District
» Ontario-Montclair School District
» Oxnard School District

In addition to the school districts identified above, the following Geographic Lead Agencies participated in Cohort I:

» Shasta County Office of Education
» Tulare County Office of Education

For the 2020–21 and 2021–22 fiscal years, the California Collaborative for Educational Excellence and the lead agency convened five community engagement professional learning networks. Each of these professional learning networks represent a different region of the state and included community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. These teams accomplished all of the following:

1. Participate in the professional learning network for no less than two years.
2. Engage in open dialogue on issues related to improving local pupil outcomes.
3. Partner with other communities and school districts on improving community engagement.

Each of the professional learning networks convened five community engagement professional learning networks, that included as co-facilitators members of a team that participated in the initial community

engagement professional learning network, and selected four to six geographically diverse teams from the applicants solicited.

Each of the professional learning networks established accomplished the following:

1. Deepen the community engagement of the school districts and communities participating in each professional learning network, including the engagement in the protocol developed by Cohort I.
2. Use the metrics developed by Cohort I to measure changes in community engagement in each of the participating communities and school districts.

After a competitive application process, teams from twelve school districts across California were selected to participate in the CEI's Cohort II Peer Leading and Learning Network ("PLLN"). Initially, the twelve school districts included Victor Valley Union High School District, and at present there are eleven school district teams. The teams, including DISTRICT, represent the following school districts:

» Bakersfield City School District
» Chino Valley Unified School District
» Moreno Valley Unified School District
» Oakland Unified School District
» Pajaro Valley Unified School District
» Parlier Unified School District
» Riverside Unified School District
» Salinas Union High School District
» Santa Ana Unified School District
» Upper Lake Unified School District
» Val Verde Unified School District

Now collectively Cohort I/II called "Foundational" districts and networks.

SECTION II: Privileges and Obligations of CONTRACTOR and FACILITATORS, to be enforced by CONTRACTOR

A. CONTRACTOR: agrees to provide 2 or more individuals to serve as Peer Leading and Learning Exchange (PLLX) FACILITATORS of the 2022-23 CEI PLLN. Each of the six meeting cycles of the CEI PLLN during 2022-23 shall be facilitated by at least one of these named individuals. In addition, CONTRACTOR will attend PLLX general meetings and trainings.

B. FACILITATORS shall do all of the following:

- Determine, in collaboration with CEI Lead Agency Facilitators and CCEE staff, a schedule of CEI PLLN meetings every 4-6 weeks, with the first meeting commencing no later than October 31, 2022, and the last meeting commencing no later than June 30, 2023. Provide the meeting schedule by November 15, 2022. Date changes may be made so long as CEI PLLN meetings are held every 4-6 weeks. Notice of any date change shall be provided no later than two days after the change is made.

- Collaborate with other CEI PLLX Facilitators, develop plans and curricula meetings, and share those plans and curricula with CCEE staff and CEI PLLN Facilitators based on provided timelines (to be finalized during CEI PLLN Facilitator meeting). All CEI PLLN curriculum will be developed by CEI PLLN Facilitators, in collaboration with CCEE. CEI PLLN Facilitators will engage in at least six planning and curricula generation meetings with CCEE from September 15, 2022 to June 30, 2023, with regular planning and curricula deliverables due based on established timelines for 2022-23.
- Host and facilitate six CEI PLLN meetings using the plans and curricula created by the CEI PLLX Facilitators/CCEE team, addressing improving community engagement efforts in participating LEAs.
- Between each CEI PLLN meeting, check-in with all CEI PLLN Cohort III District Leaders to ensure they are making progress towards meeting Year 4 goals and objectives set forth in Section I of this contract.
- Complete CEI surveys and reflection documents as requested.
- Participate in meetings with all CEI PLLX Facilitators and CCEE at least monthly from September 15, 2022 to June 30, 2023, virtually or in-person. The meetings shall include: design and planning of PLLN meeting activities and agendas; creating presentation materials (PowerPoints, handouts, resources); debriefing the PLLN meetings; and processing and incorporating participants' feedback.
- Participate in Professional Leading and Learning Exchange (PLLX) meetings from September 15, 2022 to June 30, 2023 (unless PLLX retreat is scheduled before this date—all meeting cycles must be complete before the PLLX retreat). PLLX meetings will include six meeting cycles. Each meeting cycle may require a PLLX general meeting, planning meetings, a Cohort III PLLN meeting, and a PLLX Facilitator debrief meeting.
- CCEE invites CONTRACTOR to submit a proposal(s) for an opportunity to assist in the development of resources to support expansion work. Expansion work may involve additional in-person activities that can include hosting demonstration site activities, and/or development of resources and delivery of trainings. Proposals must be approved by CCEE and shall identify the project scope, deliverables and costs associated with those deliverables. Total amount of approved proposal costs shall not exceed $40,000, per CONTRACTOR for the 2022-23 year.

  Proposal Submission: Each proposal requires the completion of the **CEI Proposal Request Form.** CONTRACTOR interested in submitting a proposal should contact CCEE Assistant Director (smitchell@ccee-ca.org) to request a **CEI Proposal Request Form**. Proposals require CCEE approval before work can be initiated and any work performed without CCEE approval will not be reimbursed. Proposals are due no later than May 1, 2023, for activities to be performed on or before June 30, 2023.

C. Costs. CONTRACTOR agrees to bear all costs associated with satisfying this Contract.

D. Content License. CONTRACTOR and FACILITATORS agree to grant all CEI PLLN participants and the CCEE a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the CONTRACTOR or FACILITATORS and presented or distributed at CEI PLLN meetings or as part of communications with or between CEI PLLN participants provided (i) the use, reproduction,

and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product. The information and content produced, either in whole or in part, by a CONTRACTOR or FACILITATORS shall not be copyrighted or patented by anyone else.

E. Assignment. Neither this Contract nor any duties or obligations under this Contract may be assigned by CONTRACTOR, individually or collectively, without the prior written consent of CCEE and Administrative Agent. Any assignment or purported assignment of this Contract by a CONTRACTOR without prior written consent of CCEE and Administrative Agent will be deemed void and of no force or effect.

F. Conflict of Interest. CONTRACTOR, individually and collectively, covenant, by themselves and on behalf of their officers and directors, that they presently have no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the satisfaction of the obligations under this Contract. CONTRACTOR further covenant, by themselves and on behalf of its officers and directors, that in satisfying this Contract, no person having any such interest shall knowingly be employed or retained by them under this Contract.

G. Non-Discrimination. Neither CONTRACTOR, nor any officer, agent, employee, or subcontractor of CONTRACTOR shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this Contract. To the extent they shall be found to be applicable hereto, CONTRACTOR and any officer, agent, employee, or subcontractor of CONTRACTOR shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

H. Insurance. CONTRACTOR shall, at Contractor's expense, procure and maintain for the duration of this Agreement general liability, workers' compensation, if required by applicable law, automobile liability and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this Agreement by Contractor and Contractor's Subcontractors, officers, employees, agents, or representatives. MCOE/CCEE in no way represents or warrants that the insurance required under this Section H is sufficient to protect Contractor for liabilities that may arise from or relate to this Agreement.

The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars ($2,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Provider of the indemnity provisions set forth in this Agreement.

The workers' compensation insurance, if required by applicable law, shall insure Contractor's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employer's liability insurance in the limits required by the laws of California.

I. Invoicing. CONTRACTOR may submit a quarterly invoice for successful performance of all duties and obligations under this Contract, including all duties associated with providing two or more individuals to serve as CEI PLLX Facilitators and facilitating a successful CEI PLLN meeting, at a rate of $5,000 per Cohort III PLLN meeting (six total). In addition, CONTRACTOR will serve as CEI PLLX Facilitators at a rate of $5,000 per PLLX meeting cycle (six total) for a total not-to-exceed amount of $60,000 for facilitating networks. Each "cycle" may include a PLLX general meeting, planning meetings, and a PLLX Facilitator debrief meeting. Also included in the series of cycles is a launch, PLLX general meetings, and year-end retreat.

The sum of all invoices submitted by CONTRACTOR for facilitating and participation in networks under this Contract shall not exceed $60,000:

CONTRACTOR Network Activities	**Not-to-Exceed**
Facilitation of Cohort III PLLN Meetings	$30,000
Participation in PLLX Cycle of Meetings	$30,000
Total Not-to-Exceed Amount:	**$60,000**

Invoices may be submitted at any time, but no later than 30 days after the end of each quarter for the facilitation and participation of the meeting(s) during the preceding quarter. The final invoice must be submitted within 30 calendar days after the termination date of this AGREEMENT and must be marked "FINAL" by the CONTRACTOR. No payments will be made to the CONTRACTOR after this period. Invoices shall be submitted via email to the CCEE Fiscal Coordinator at ap_ccee@ccee-ca.org.

If requested by the Administrative Agent, CONTRACTOR shall provide additional documentation supporting each invoice.

In addition, as set forth in Section III.B below, up to $40,000 may also be available to CONTRACTOR Cohort I PLLX FACILITATORS for CCEE approved proposals in support of the CEI expansion work. Total amount of approved proposal costs shall not exceed $40,000, per CONTRACTOR for 2022-23.

The sum of all invoices submitted by CONTRACTOR for additional costs as per Section III.B below shall not exceed $40,000:

CONTRACTOR Additional Costs (CCEE Approved)	**Not-to-Exceed**
Total CCEE Approved Proposal(s) - Expansion Work	$40,000
Total Not-to-Exceed Amount:	**$40,000**

SECTION III: Privileges and Obligations of CCEE/Administrative Agent

A. Funding. In accordance with the invoicing conditions and requirements set forth in Section II.I. above, CCEE/Administrative Agent shall provide CONTRACTOR up to $60,000, for satisfactory network activities as per Section II.B of this Contract. CONTRACTOR will be responsible for any costs related to satisfying this Contract beyond this sum and for any costs related to the Contract beyond the Term of the Contract. Neither the Administrative Agent, nor the CCEE, nor the LEAD AGENCY

CONSORTIUM has any financial obligation to the CONTRACTOR or FACILITATORS other than those detailed in this CONTRACT.

B. Additional Costs. Notwithstanding Paragraph A above, up to $40,000 may also be available to CONTRACTOR Cohort I PLLX FACILITATORS for CCEE approved proposals in support the CEI expansion work. Expansion work may involve additional in-person activities that can include hosting demonstration site activities, and/or development of resources and delivery of trainings. Total amount of approved proposal costs shall not exceed $40,000, per CONTRACTOR for 2022-23.

In addition to the above, CCEE/Administrative Agent will offer travel airfare and lodging for CONTRACTOR FACILITATORS participating in PLLX cycle of meetings as described in Section I.A. Travel arrangements for airfare and lodging must be made pursuant to the CCEE CEI Travel Guidelines and travel expenses outside of the CEI Travel Guidelines will not be reimbursed. Mileage is not a covered travel expense under this Contract. Out-of-state travel requires pre-approval by the CCEE Assistant Director prior to making travel arrangements.

C. Content License. CCEE agrees to grant CONTRACTOR a free, non-transferable, non-assignable, non-exclusive license with respect to all information and content CCEE develops with or for use by a CEI PLLN facilitator, or with or by CEI PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product.

SECTION IV: Further agreement by all PARTIES

A. Term. The term of this Contract shall be from **July 1, 2022 through June 30, 2023**.

B. Partial Satisfaction. Acceptance by all PARTIES of some obligations to be satisfied under this Contract does not operate as a release from any remaining obligations under this Contract.

C. Independent Contractor. It is agreed that CONTRACTORS and all officers, employees and agents of CONTRACTORS are acting as independent contractors of CCEE and not as partners, joint venturers, agents or employees of CCEE. Personnel tasked by CONTRACTORS with ensuring satisfaction of the obligations under this Contract shall at all times be under the CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all the wages, salaries and other amounts due such personnel in connection with satisfying its obligations under this Contract and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the PARTIES hereto that CONTRACTOR in the satisfaction of its obligations hereunder is subject to the control or direction of CCEE merely as to the result to be accomplished by the obligations hereunder agreed to be rendered, performed, and satisfied, and not as to the means and methods for accomplishing the results. CONTRACTOR will provide a statement of activities funded by this CONTRACT if requested.

D. No Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of any third party against any PARTY.

E. Termination. CCEE may terminate this Contract without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. CONTRACTOR may terminate this Contract without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. A notice of termination shall be effective when received, and therefore the date of receipt will be the first day of the notice period.

F. Waiver of Default. Any waiver by any PARTY of any breach of any one or more of the terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any PARTY to require exact, full and complete compliance with any terms of this Contract shall not be construed as in any manner changing the terms hereof, or stopping CCEE from enforcement hereof.

G. Force Majeure.

1. In the event any CONTRACTOR is unable to comply with any provision of this Contract due to causes beyond its control such as acts of God, acts of war, flu pandemics, civil disorders, or other similar acts, no CONTRACTOR shall be held liable to CCEE for such failure to comply.

2. In the event CCEE/Administrative Agent is unable to comply with any provision of this Contract due to causes beyond its control relating to acts of God, acts of war, flu pandemics, civil disorders, or other similar acts, CCEE/Administrative Agent shall not be held liable to any CONTRACTOR for such failure to comply.

H. Hold Harmless. Administrative Agent/CCEE shall indemnify, defend and hold harmless CONTRACTOR, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of CONTRACTOR'S performance of this CONTRACT but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

CONTRACTOR shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of CONTRACTOR'S performance of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR.

I. Notices. All correspondence and notices required or contemplated by this Contract shall be delivered in electronic form to the respective PARTIES at the e-mail addresses set forth below and shall be delivered in physical form to the respective PARTIES at the addresses set forth below. Any notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE. The address to which correspondence or notices may be given to any Party may be changed by written notice given in

accordance with this Paragraph.

Notices, requests, and other communications required or contemplated under this Contract shall be sent to the Parties by electronic mail and first class mail, at the addresses set forth below. The addresses for delivery of notice may be changed by any Party by providing written notice to all other Parties in accordance with this section.

Any notice to the CONTRACTOR shall be made to the following individual:

Anaheim Union High School District
Attn: Carlos Hernandez
PO Box 3520
Anaheim, CA 92803
Hernandez_c@auhsd.us

Any notice to the California Collaborative for Educational Excellence and/or the Administrative Agent shall be made to each of the following individuals:

California Collaborative for Educational Excellence
Attn: Emma Oh
915 L Street, Suite 1430
Sacramento, CA 95814
ap_ccee@ccee-ca.org

Administrative Agent/Marin County Office of Education
c/o Iishwara Ryaru
1111 Las Gallinas Avenue
San Rafael, CA 94903
iryaru@marinschools.org

J. Review by Legal Counsel. Each of the PARTIES has had the opportunity to, and have, to the extent deemed appropriate, obtained legal counsel concerning the content and meaning of this Contract. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Contract.

K. Litigation Costs. Except as otherwise provided in this Contract, if any PARTY becomes involved in litigation arising out of this Contract or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

L. Governing Law; Jurisdiction; Venue; Interpretation; Severability. This Contract shall be governed by the laws of the State of California. Any legal action related to the satisfaction, performance, or interpretation of this Contract shall be filed only in the Superior Court of Marin County, and the PARTIES waive any provision of law, including California Code of Civil Procedure, § 394, subdivision (a), providing for a change of venue to another location. Prior to the filing of any legal action, the PARTIES shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute, with each PARTY to bear its own costs of mediation and the costs of the mediator to be evenly divided between CCEE/Administrative Agent and each CONTRACTOR involved in the dispute. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void,

or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

M. Authority to Enter into Agreement. Each Party to this Contract warrants that it has the full power and authority to enter into this Contract and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of this Contract.

N. Entire Agreement/Amendment. This Contract, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this Contract between the PARTIES pertaining to the subject matter of this Contract. It supersedes all prior and contemporaneous understandings or agreements of the PARTIES. No PARTY has been induced to enter into this Contract by, nor is any PARTY relying on, any representation or warranty outside those expressly set forth in this Contract. The provisions of this Contract may be modified only by mutual agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.

O. Counterparts and Electronic Signatures. This Contract may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all PARTIES had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereof.

Administrative Agent

Signature: _____ Date: _____

Printed Name and Title: Iishwara Ryaru, CCEE Liaison

Address: 1111 Las Gallinas Avenue

City: San Rafael State: CA Zip Code: 94903

California Collaborative for Educational Excellence

Signature: _____ Date: _____

Printed Name and Title: Matthew Navo, Executive Director

Address: 915 L Street. Suite 1430

City: Sacramento State: CA Zip Code: 95814

Signature: _____ Date: _____

Printed Name and Title: Chris Hartley, Deputy Executive Director

Address: 915 L Street. Suite 1430

City: Sacramento State: CA Zip Code: 95814

CONTRACTOR

Signature: _____ Date: 1/20/23

Printed Name and Title: Dr. Jaron Fried, Assistant Superintendent, Ed. Division

Address: 501 Crescent Way

City: Anaheim State: CA Zip Code: 92801

2022-23 COMMUNITY ENGAGEMENT INITIATIVE (CEI)
PEER LEADING AND LEARNING (PLLN) DISTRICT AGREEMENT
COHORT I/II (FOUNDATIONAL)

This AGREEMENT is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, "Administrative Agent"), acting on behalf of the California Collaborative for Educational Excellence ("CCEE"), and Anaheim Union High School District ("DISTRICT"). Hereinafter, the Administrative Agent (on behalf of the CCEE) and DISTRICT shall be referred to collectively as "PARTIES."

Background

The Community Engagement Initiative ("CEI") was established by the California State Legislature and the Governor on June 27, 2018 (Section 140 of Assembly Bill No. 1808 ("AB 1808"), Chapter 32 of the Statutes of 2018) for the purpose of all of the following:

(1) Building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils.

(2) Identifying effective models of community engagement and metrics to evaluate those models.

(3) Developing effective peer-to-peer partnerships between school districts and county offices of education, utilizing the existing professional learning networks structure administered by the CCEE, to deepen community engagement using lessons learned from the work identified in paragraph (1) and the models identified in paragraph (2).

(4) Scaling up the work identified in paragraphs (1), (2), and (3) to improve community engagement statewide and incorporate practices that prove effective towards school district and county office of education continuous improvement efforts.

Pursuant to AB 1808 and the resulting Request for Applications ("RFA"), the California Department of Education ("CDE") and the CCEE, with approval from the executive director of the State Board of Education ("SBE") selected the San Bernardino County Superintendent of Schools ("SBCSS"), Families In Schools ("FIS"), and the California Association for Bilingual Education ("CABE") as the expert Lead Agency Consortium, consistent with Section 52073.1 of the Education Code, to co-administer the CEI with the CCEE.

The CCEE and the Lead Agency Consortium were charged with soliciting teams to participate in the CEI and included professional learning networks. For the first professional learning network, they were required to select four to six geographically diverse teams that represent different regions of the state and include community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. In the selection process, AB 1808 required positive consideration be given to teams that are engaging in activities consistent with building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils, and teams that have been successful in engaging community members that have not historically been engaged with their school district.

AB 1808 requires that the selected teams be willing to do all of the following:

- Participate in and co-facilitate a professional learning network for no less than two years.
- Engage in an open dialogue on issues related to improving local pupil outcomes.
- Partner with other communities and school districts on improving community engagement.

The goals of this first professional learning network, pursuant to AB 1808, are to accomplish the following:

- Deepen the community engagement of the school districts and communities participating in the professional learning network.
- Define common characteristics and best practices of communities where engagement between communities, pupils, schools, and school districts is strong.
- Identify and test metrics for measuring increases in community engagement.
- Develop a protocol for facilitating future professional learning networks to help other communities and school districts improve and deepen their interactions.
- Develop criteria for selecting other teams that would benefit from and be successful in improving community engagement.
- Create capacity within each team to co-facilitate a future CEI professional learning network.

After a competitive application process, teams from six school districts across California were selected to participate in the CEI's inaugural Peer Leading and Learning Network ("PLLN"). The teams represent Cohort I, including DISTRICT, represented the following school districts:

» Anaheim Union High School District
» Azusa Unified School District
» Cajon Valley Union School District
» East Side Union High School District
» Ontario-Montclair School District
» Oxnard School District

In addition to the school districts identified above, the following Geographic Lead Agencies participated in Cohort I:

» Shasta County Office of Education
» Tulare County Office of Education

For the 2020–21 and 2021–22 fiscal years, the California Collaborative for Educational Excellence and the lead agency convened five community engagement professional learning networks. Each of these professional learning networks represent a different region of the state and included community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. These teams accomplished all of the following:

1. Participate in the professional learning network for no less than two years.
2. Engage in open dialogue on issues related to improving local pupil outcomes.
3. Partner with other communities and school districts on improving community engagement.

Each of the professional learning networks convened five community engagement professional learning networks, that included as co-facilitators members of a team that participated in the initial community engagement professional learning network, and selected four to six geographically diverse teams from the applicants solicited.

Each of the professional learning networks established accomplished the following:

1. Deepen the community engagement of the school districts and communities participating in each professional learning network, including the engagement in the protocol developed by Cohort I.
2. Use the metrics developed by Cohort I to measure changes in community engagement in each of the participating communities and school districts.

After a competitive application process, teams from twelve school districts across California were selected to participate in the CEI's Cohort II Peer Leading and Learning Network ("PLLN"). Initially, the twelve school districts included Victor Valley Union High School District, and at present there are eleven school district teams. The teams, including DISTRICT, represent the following school districts:

» Bakersfield City School District
» Chino Valley Unified School District
» Moreno Valley Unified School District
» Oakland Unified School District
» Pajaro Valley Unified School District
» Parlier Unified School District
» Riverside Unified School District
» Salinas Union High School District
» Santa Ana Unified School District
» Upper Lake Unified School District
» Val Verde Unified School District

Now collectively Cohort I/II, called "Foundational" districts and networks.

In the 2022-23 fiscal year, teams from 15 Foundational school districts and a Geographic Lead Agency, will continue with the CEI PLLN. The Foundational school districts include four districts and a Geographic Lead Agency from Cohort I (Anaheim Union High School District, Cajon Valley Union School District, Ontario-Montclair School District, Oxnard School District, and Shasta County Office of Education), in addition to the eleven school districts from Cohort II identified above.

The PARTIES hereby agree as follows:

SECTION I: Privileges and Obligations of DISTRICT and DISTRICT TEAM MEMBERS, to be Enforced by DISTRICT

A. Peer Leading and Learning Network. DISTRICT agrees to participate in the Foundational PLLN in pursuit of the statutorily-defined goals set forth above. Participating in the PLLN includes, but is not limited to, the following:

- Organizing a team to continue to participate in the Foundational PLLN through June 30, 2023, with a minimum of eight meetings per year (six PLLN Network meetings and two PLLN self-guided

collaborative meetings). DISTRICT shall provide CCEE and LEAD AGENCY CONSORTIUM with a list of all 2022-23 DISTRICT TEAM MEMBERS no later than November 1, 2022. All DISTRICT TEAM MEMBERS shall participate in at least 80% of all PLLN meetings.

  - If a DISTRICT TEAM MEMBER has a reasonable and irreconcilable conflict that prevents attendance at a meeting, the DISTRICT shall inform the CCEE and LEAD AGENCY CONSORTIUM immediately and seek a replacement who can fill the vacated role. DISTRICT shall secure a replacement for any DISTRICT TEAM MEMBER who is unable to continue participating in the PLLN within one month of the TEAM MEMBER providing notice of withdrawal, and, in such a circumstance, shall notify the CCEE and LEAD AGENCY CONSORTIUM of any proposed replacement with sufficient time for them to ensure the proposed replacement meets all participant requirements.
  - If a DISTRICT TEAM misses a meeting, the DISTRICT shall confer with the CCEE and LEAD AGENCY CONSORTIUM to determine whether continued participation in the PLLN is appropriate or this AGREEMENT should be terminated. If DISTRICT TEAM misses **two** meetings, this AGREEMENT shall be terminated pursuant to Section III.E below unless the CCEE and LEAD AGENCY CONSORTIUM determines an exception is warranted.
  - Each DISTRICT TEAM is responsible for organizing, planning and holding two PLLN self-guided collaborative meetings that mimic the breadth, depth, topics and time commitment of the six PLLN Network meetings.

- Communicating regularly with the CCEE and LEAD AGENCY CONSORTIUM regarding the PLLN, including reading, and responding promptly to all PLLN-related communications from the CCEE and LEAD AGENCY CONSORTIUM.
- Responding to all research inquiries regarding the CEI and the PLLN from, or facilitated by, the CCEE, the LEAD AGENCY CONSORTIUM, or anyone conducting an evaluation on behalf of the CCEE and/or LEAD AGENCY CONSORTIUM. Inquiries may include, but are not limited to surveys, focus groups, and reflection documents.
- Permitting any CCEE or LEAD AGENCY CONSORTIUM staff member or representative to attend all or part of any PLLN meeting.
- Sharing resources developed through engagement in the PLLN with the CCEE, LEAD AGENCY CONSORTIUM and future CEI PLLNs.
- Engaging in open dialogue on issues related to improving local pupil outcomes. Individual DISTRICT TEAM MEMBERS will be expected to share professional and personal experiences related to topics within the scope of the CEI and its goals to support the success of the PLLN.
- Partnering with other communities and school districts on improving community engagement.
- Actively supporting the mission, vision, values, and goals of the PLLN.
- Keeping DISTRICT's governing board regularly informed of the DISTRICT's engagement in the PLLN.
- Providing meeting space at a DISTRICT school site (or a nearby location accessible to all TEAM MEMBERS) for PLLN meetings that is video-conference capable at no cost for any participant.

B. Content License. DISTRICT agrees to grant CCEE, LEAD AGENCY CONSORTIUM, and all participants in current and future CEI PLLNs a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the DISTRICT or DISTRICT TEAM MEMBERS and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes, (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product, and (iii) the DISTRICT or TEAM MEMBER, as appropriate, is identified as the creator and/or owner of the information and content by including the appropriate name or logo on the information or content. The information and content produced, either in whole or in part, by a DISTRICT or TEAM MEMBER and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants shall not be copyrighted or patented by anyone other than the owner.

C. Assignment. Neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by DISTRICT without the prior written consent of CCEE. Any assignment or purported assignment of this AGREEMENT by DISTRICT without prior written consent of CCEE will be deemed void and of no force or effect.

D. Conflict of Interest. DISTRICT covenants, by itself and on behalf of its officers and directors, that it presently has no financial interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the satisfaction of the obligations under this AGREEMENT. DISTRICT further covenants, by itself and on behalf of its officers and directors, that in satisfying this AGREEMENT, no person having any such interest shall knowingly be employed or retained by it under this AGREEMENT.

E. Non-Discrimination. Neither DISTRICT, nor any officer, agent, employee, or subcontractor of DISTRICT shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this AGREEMENT. To the extent they shall be found to be applicable hereto, DISTRICT and any officer, agent, employee, or subcontractor of DISTRICT shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

F. Insurance Requirements. District shall, at District's expense, procure and maintain for the duration of this Agreement general liability, workers' compensation, if required by applicable law, automobile liability and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this Agreement by District and District's Subcontractors, officers, employees, agents, or representatives. MCOE/CCEE in no way represents or warrants that the insurance required under this Section F is sufficient to protect District for liabilities that may arise from or relate to this Agreement.

The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars ($2,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Provider of the indemnity provisions set forth in this Agreement.

The workers' compensation insurance, if required by applicable law, shall insure District's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employer's liability insurance in the limits required by the laws of California.

G. Invoicing. To defray some of the costs of DISTRICT TEAM MEMBERS, including parents, guardians, students, community partners, and other non-district employees on the TEAM, participating in the Foundational PLLN meetings, DISTRICT may submit quarterly invoices and supporting documents via email to the CCEE Fiscal Coordinator at ap_ccee@ccee-ca.org pursuant to Section II below. Invoices may be submitted at any time, but no later than 30 days after the end of each quarter for the meetings completed during that quarter (e.g., by January 31, 2023 for meetings completed between October 1, 2022, and December 31, 2022). The final invoice must be submitted within 30 calendar days after the termination date of this AGREEMENT and must be marked "FINAL" by the DISTRICT. No payments will be made to the DISTRICT after this period. All invoices shall state the total amount for the invoice. If requested by the Administrative Agent, DISTRICT shall provide additional documentation supporting an invoice.

For self-guided collaborative meetings each invoice shall be accompanied by:

(1) Agenda(s) for the self-guided collaborative meeting(s) held in the relevant quarter; and

(2) A complete list of participants that attended the meeting(s).

The sum of all invoices submitted by DISTRICT for participation in PLLN meetings under this Agreement shall not exceed $50,000:

DISTRICT Foundational PLLN Activity	**Not-to-Exceed**
Participation in Foundational PLLN Meetings	$50,000
Total Not-to-Exceed Amount:	**$50,000**

In addition, as set forth in Section III.B below, DISTRICT may also be available for reimbursement of the following specified actual, reasonable, and necessary travel expenses:

- Up to $3,000 annually, may be available to DISTRICT for CCEE approved mileage reimbursement requests for District Team Members
- Up to $50,000 annually, may be available to DISTRICT for CCEE approved travel expenses associated with DISTRICT presentation at any pre-approved local/national conference on behalf of the CEI. Requests for presentation at such conferences shall be made using the CCEE CEI Travel Request Form.

The sum of all invoices submitted by DISTRICT for additional costs as per Section III.B below shall not exceed $53,000:

DISTRICT Additional Costs (CCEE Approval)	**Not-to-Exceed**
CCEE Approved Travel Mileage Reimbursement	$3,000
CCEE Approved Travel Expenses – Conference Presentation	$50,000
Total Not-to-Exceed Amount:	**$53,000**

SECTION II: Privileges and Obligations of CCEE/Administrative Agent

A. Funding. In accordance with the invoicing provisions and requirements set forth in Section I.G. above, CCEE/Administrative Agent shall provide DISTRICT up to $50,000, for satisfactory participation in the 2022-23 Foundational PLLN meetings ($6,250 per meeting).

Associated costs of services (e.g., copying and printing) shall be borne by DISTRICT or DISTRICT TEAM MEMBERS within the existing contract budget will not reimburse DISTRICT or DISTRICT TEAM MEMBERS for such expenses.

Neither the Administrative Agent, nor the CCEE, nor the LEAD AGENCY CONSORTIUM has any financial obligation to DISTRICT or DISTRICT TEAM MEMBERS other than those detailed in this AGREEMENT.

It is agreed between the Parties that this total amount may only be amended in writing by mutual agreement of the Parties. DISTRICT will be responsible for any costs related to satisfying this AGREEMENT beyond this sum.

B. Additional Costs. Notwithstanding Paragraph A above, CCEE/Administrative Agent shall provide DISTRICT up to $3,000 annually for actual, reasonable and necessary related travel mileage for identified DISTRICT TEAM MEMBERS to participate in Foundational PLLN meetings as described in Section I.A. and pursuant to the CCEE CEI Travel Guidelines. Reimbursement requests are specific to mileage to and from the in-person PLLN meeting site. Reported mileage is reimbursed at the current internal Revenue Service rate. CCEE/Administrative Agent will offer travel airfare and lodging for DISTRICT TEAM MEMBERS participating in Foundational PLLN meetings as described in Section I.A. Travel arrangements for airfare and lodging must be made pursuant to the CCEE CEI Travel Guidelines and as such, travel expenses outside of the CEI Travel Guidelines will not be reimbursed. Out-of-state travel requires pre-approval by the CCEE Assistant Director prior to making travel arrangements.

Additionally, with prior-approval from the CCEE Assistant Director, DISTRICT may be compensated for presenting on behalf of the CEI at local/national conferences and convenings. Reimbursement for non pre-approved conference presentation expenses will not be accepted. The annual reimbursement for pre-approved conference presentations for the 2022-23 year, shall not exceed $50,000 (for registration, per-diem meals, and travel/lodging cost).

The sum of all reimbursement payments to DISTRICT pursuant to this paragraph shall not exceed $53,000 for 2022-23.

C. Content License. CCEE agrees to grant DISTRICT a free, non-transferable, non-assignable, non-exclusive license with respect to all information and content CCEE develops with or for use by LEAD AGENCY CONSORTIUM MEMBERS and/or PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product.

SECTION III: Further agreement by all PARTIES

A. Term. The term of this AGREEMENT shall be from September 1, 2022 through June 30, 2023.

B. Partial Satisfaction. Acceptance by all PARTIES of some obligations to be satisfied under this AGREEMENT does not operate as a release from any remaining obligations under this Agreement.

C. Independent Contractor. It is agreed that DISTRICT and all officers, employees and agents of DISTRICT are acting as an independent contractor of CCEE/Administrative Agent and not as a partner, joint venturer, agent or employee of Administrative Agent or CCEE. Personnel tasked by each DISTRICT with ensuring satisfaction of the obligations under this AGREEMENT shall at all times be under the DISTRICT's exclusive direction and control. DISTRICT shall pay all the wages, salaries and other amounts due such personnel in connection with satisfying its obligations under this AGREEMENT and as required by law. DISTRICT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the PARTIES hereto that DISTRICT in the satisfaction of its obligations hereunder is subject to the control or direction of CCEE/Administrative Agent merely as to the result to be accomplished by the obligations hereunder agreed to be rendered, performed, and satisfied, and not as to the means and methods for accomplishing the results. It is agreed that Administrative Agent/CCEE will not withhold any federal or state income tax from payment made pursuant to this AGREEMENT, but will provide DISTRICT with a statement of payments upon request if necessary.

D. No Third Party Beneficiaries. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against one or more of the PARTIES.

E. Termination. Any of the PARTIES may terminate this AGREEMENT without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. A notice of termination shall be effective when received.

F. Waiver of Default. Any waiver by any of the PARTIES of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the PARTIES to require exact, full and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or stopping CCEE from enforcement hereof.

G. Force Majeure.

1. In the event any DISTRICT is unable to comply with any provision of this AGREEMENT due to causes beyond its control such as acts of God, acts of war, civil disorders, flu pandemics, or other similar acts, no DISTRICT shall be held liable to CCEE for such failure to comply.
2. In the event CCEE/Administrative Agent is unable to comply with any provision of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, flu pandemics, or other similar acts, CCEE shall not be held liable to any DISTRICT for such failure to comply.

H. Hold Harmless. Administrative Agent/CCEE shall indemnify, defend and hold harmless DISTRICT, its Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of Administrative Agent/CCEE's performance of this AGREEMENT but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

DISTRICT shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of DISTRICT's performance of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT.

I. Notices. All correspondence and notices required or contemplated by this AGREEMENT shall be delivered in electronic form to the respective PARTIES at the e-mail addresses set forth below and shall be delivered in physical form to the respective PARTIES at the addresses set forth below. Any notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE. The address to which correspondence or notices may be given to any Party may be changed by written notice given in accordance with this Paragraph.

DISTRICT	**CCEE**	**Administrative Agent**
Anaheim Union High School District	California Collaborative for Educational Excellence	Marin County Office of Education
Attn: Carlos Hernandez	Attn: Emma Oh	Attn: Iishwara Ryaru
PO Box 3520	915 L Street, Suite 1430	1111 Las Gallinas Avenue
Anaheim, CA 92803	Sacramento, CA 95814	San Rafael, CA 94903
Hernandez_c@auhsd.us	ap_ccee@ccee-ca.org	iryaru@marinschools.og

J. Review by Legal Counsel. Each of the PARTIES has had the opportunity to, and have, to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT.

K. Litigation Costs. Except as otherwise provided in this AGREEMENT, if any PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

L. Governing Law; Jurisdiction; Venue; Interpretation; Severability. This AGREEMENT shall be governed by the laws of the State of California. Any legal action related to the satisfaction, performance, or interpretation of this Agreement shall be filed only in the Superior Court of Marin County, and the PARTIES waive any provision of law, including California Code of Civil Procedure, § 394, subdivision (a), providing for a change of venue to another location. Prior to the filing of any legal action, the PARTIES shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute, with each PARTY to bear its own costs of mediation and the costs of the mediator to be evenly divided between CCEE/Administrative Agent and each DISTRICT involved in the dispute. In the event any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void,

or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

M. Authority to Enter into Agreement. Each Party to this AGREEMENT warrants that it has the full power and authority to enter into this AGREEMENT and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of this AGREEMENT.

N. Entire Agreement/Amendment. This AGREEMENT, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this AGREEMENT between the PARTIES pertaining to the subject matter of this AGREEMENT. It supersedes all prior and contemporaneous understandings or agreements of the PARTIES. No PARTY has been induced to enter into this AGREEMENT by, nor is any PARTY relying on, any representation or warranty outside those expressly set forth in this AGREEMENT. The provisions of this AGREEMENT may be modified only by mutual agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.

O. Counterparts and Electronic Signatures. This AGREEMENT may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all PARTIES had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereof.

Administrative Agent

Signature: _____ Date: _____

Printed Name and Title: Iishwara Ryaru, CCEE Liaison

Address: 1111 Las Gallinas Avenue

City: San Rafael State: CA Zip Code: 94903

California Collaborative for Educational Excellence

Signature: _____ Date: _____

Printed Name and Title: Matthew Navo, Executive Director

Address: 915 L Street. Suite 1430

City: Sacramento State: CA Zip Code: 95814

Signature: _____ Date: _____

Printed Name and Title: Chris Hartley, Deputy Executive Director

Address: 915 L Street. Suite 1430

City: Sacramento State: CA Zip Code: 95814

DISTRICT

Signature: _____ Date: 1/20/23

Printed Name and Title: Dr. Jaron Fried, Assistant Superintendent

Address: 501 Crescent Way

City: Anaheim State: CA Zip Code: 92801

AGREEMENT NUMBER: 10002408

AGREEMENT FOR PROVISION OF
K-12 MENTAL HEALTH EDUCATIONAL SERVICES
BETWEEN
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
FISCAL YEAR 2022-2023

This AGREEMENT, entered into this 7th day of December, 2022, which date is enumerated for purposes of reference only, is by and between Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as "SUPERINTENDENT", and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92803, hereinafter referred to as "DISTRICT".

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to offer K-12 Mental Health Educational Services 2022-2023 Peer-led Campaign (PLC)to the residents of Orange County; and

WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT for the provision of K-12 Student Advocates for Mental Health Program Advisor Incentives in order to comply with the Agreement with COUNTY to provide comprehensive primary prevention programs to the residents of Orange County; and

WHEREAS, DISTRICT is specially trained, experienced and competent to perform the services required, and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to provide the services as described in the "STUDENT ADVOCATES FOR MENTAL HEALTH 2022-2023 Peer-led Campaign (PLC) Advisor Incentive Requirements", which is attached hereto as Exhibit "A" and incorporated herein by this reference. SUPERINTENDENT shall provide advisor incentives to the designated Student Advocates for Mental Health advisor(s) at: Savanna High School. DISTRICT hereby agrees to perform said work upon the terms and conditions hereinafter set forth for the Educational Services Division.

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on January 1, 2023 and will diligently perform as required and complete performance by June 30, 2023, subject to termination as set forth in this AGREEMENT.

3.0 PAYMENT.

A. SUPERINTENDENT agrees to pay DISTRICT for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT the total sum not to exceed One thousand two hundred dollars ($1,200.00). **Reimbursement for Peer-led Campaign Advisor Incentive shall be made at the maximum rate of One thousand two hundred dollars ($1,200.00) for each eligible school chapter. Verification and completion of all activities by June 1, 2023, is required to receive full Incentive.** Payment to DISTRICT shall be made upon satisfactory performance of activities identified in Section 1.0 of this AGREEMENT, satisfactory completion of reporting requirements, and receipt and approval of an itemized invoice. **DISTRICT'S invoice is due to SUPERINTENDENT no later than June 29, 2023.** Payment shall be mailed to: Anaheim Union High School District, 501 North Crescent Way, Anaheim,

California 92803, or at such other place as DISTRICT may designate in writing. Payment shall be made within thirty (30) days from receipt of an accurate invoice from DISTRICT.

B. DISTRICT shall not claim reimbursement for food, equipment purchases, or services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

C. SUPERINTENDENT may withhold or delay any payment should DISTRICT fail to comply with any of the provisions set forth in this AGREEMENT.

D. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by the State of California. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to the amount owed to DISTRICT for services thus far performed at the time notice is given to DISTRICT. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for any costs or expenses paid or incurred by DISTRICT in performing services for SUPERINTENDENT, except as follows: N/A.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided

employees of the SUPERINTENDENT and/or to which SUPERINTENDENT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. DISTRICT 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. DISTRICT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT'S employees.

6.0 HOLD HARMLESS/INDEMNIFICATION.

A. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from every claim or demand made and every liability, loss, damage or expense, or any nature whatsoever, which may be incurred by reason of any negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

B. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, or any nature whatsoever, which may be incurred by reason of any negligent acts or omissions of employees, agents or officers of SUPERINTENDENT during the period of this AGREEMENT.

7.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT without prior written approval of SUPERINTENDENT.

8.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco

products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400-7. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

9.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

10.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or without case, terminate this AGREEMENT. SUPERINTENDENT and DISTRICT shall provide written notice to the other party thirty (30) days in advance of termination. SUPERINTENDENT shall compensate DISTRICT only for services satisfactorily rendered to the date of termination. Written notice by SUPERINTENDENT shall be sufficient to stop further performance of services by DISTRICT. Notice shall be deemed given when received by SUPERINTENDENT or DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

11.0 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. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92803
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

12.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT 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. Or prevent a subsequent similar act from again constituting a violation of such term or condition. Nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

13.0 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 anyway.

14.0 APPLICABLE LAWS. The services completed herein must meet the approval of the SUPERINTENDENT and shall be subject to the SUPERINTENDENT'S general right of inspection to secure the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in

the future become applicable to DISTRICT, DISTRICT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

15.0 TRAFFICKING VICTIMS PROTECTION ACT OF 2000. DISTRICT and its Subcontractors, if any, that provide services covered by this AGREEMENT shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by Section 1702.

16.0 LOBBYING. DISTRICT shall not use the funds provided by means of this AGREEMENT for lobbying any governmental agency or official. DISTRICT shall file all certificates and reports in compliance with the requirement pursuant to Title 31, Section 1352, U.S.C.A.

17.0 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.

18.0 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.

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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: Dr. Jaron Fried	PRINTED NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Ed. Division	TITLE: Administrator
DATE: 1/20/23	DATE: December 7, 2022

Anaheim Union High SD-K-12 Mental Health Educational Services(10002408)23
Zip5

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

STUDENT ADVOCATES FOR MENTAL HEALTH

Student Advocates for Mental Health

2022-2023 Peer-led Campaign Advisor Incentive Requirements

This document reflects the integrity and funding requirements of the Student Advocates for Mental Health Peer-led Campaign. Advisors who meet the requirements listed have the opportunity to receive an advisor incentive. Amounts listed reflect payment distribution for the 2022-2023 fiscal year. Each component may be counted only one time. Maximum obligation is $1,200.00 per school site.

Components	Incentive
Youth Participation: Involve a minimum of ten (10) students to serve as peer leaders in the development and implementation of the campaign.	$50
Peer Leader Training*: Host a Mental Health 101 and/or Suicide Prevention training provided by the Orange County Department of Education (OCDE) for peer leaders. Complete by November 30, 2022.	$50
Peer Leader Discussion*: Host a discussion facilitated by OCDE staff that includes students and school counseling staff to talk about mental health and how this campaign can support student wellbeing. Complete by December 2, 2022.	$50
Campaign Plan and Supplies*: Develop a campaign plan with dates and supplies needed for the four activities described below. All activities must be completed by May 31, 2023. Submit to OCDE for approval by December 16, 2022.	$50
Student Outreach Activity*: Develop and disseminate mental health information to the student body. The activity should aim to raise awareness of mental health issues, reduce mental health stigma, increase knowledge of self-care strategies, and promote school and community resources. Dissemination of the information to the student audience can be conducted via in-class presentations, Public Service Announcements, etc. Distribute a survey to the student participants and report number of students reached to OCDE.	$200
Schoolwide Awareness Week Activity*: Host a week-long event to promote mental health resources and self-help strategies. This should include a school wide media blitz (e.g. posters, morning announcements, social media) and interactive activities with the student body. Report estimated number of students reached to OCDE.	$200
Parent Outreach Activity*: Conduct one parent outreach activity to raise awareness of mental health issues affecting youth and how families can support their children. The activity should include a youth perspective and promote school and community resources. Information can be shared through a parent presentation, parent newsletter, website, etc. Distribute survey to parents following the activity. Report the number of parents reached with the activity to OCDE.	$200
Staff Outreach Activity*: Conduct one staff outreach activity to raise awareness of mental health issues affecting youth and how school staff can support students. The activity should include a youth perspective and promote school and community resources. Distribute survey to staff following the activity. Report the number of staff reached with the activity to OCDE.	$200
Advisor Communication and Reporting: Advisor is to maintain ongoing communication with OCDE staff. In addition, they must complete the Activity Completion Form following each activity.	$100
Advisor Campaign Debrief, Advisor Survey, and Peer Leader Survey: Participate in a debrief discussion and advisor survey. Disseminate survey to peer leaders following the completion of the peer-led campaign.	$100

**These components must be completed in partnership with school administration and/or counseling staff.*

School Administrator Requirement:
The principal must notify the district office of the school's participation in the Student Advocates for Mental Health Peer-led Campaign incentive program. OCDE will initiate an agreement with the district in order to pay the incentive when requirements are met.

Please sign below to verify that you have read and understand the requirements of the Student Advocates for Mental Health Peer-led Campaign incentive program.

School Name: Savanna HS		
Print Advisor's Name: Veronica Alvarez	Advisor's Signature	Date: 12/1/22
Print Principal's Name: Mike Pooley	Principal's Signature	Date: 11/28/22
District Contact Name: Adam Hernandez	Position: Director, Student Support Services	

AGREEMENT NUMBER 10002298

AGREEMENT FOR PROVISION OF
ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES
BETWEEN
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 7th day of November 2022, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626, hereinafter referred to as "SUPERINTENDENT", and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92803, hereinafter referred to as "DISTRICT". SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has received grant funds from the United States Department of Education for the Orange County Friday Night Live Partnership (OCFNLP) Grant; and

WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to offer Orange County Friday Night Partnership services to the residents of Orange County; and

WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT for the provision of Orange County Friday Night Live Partnership advisor stipends in order to comply with the SUPERINTENDENT's Agreement with COUNTY to provide comprehensive primary prevention programs to the residents of Orange County; and

WHEREAS, DISTRICT is specially trained and experienced and competent to perform the special services required by the SUPERINTENDENT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on December 1, 2022, and will diligently perform as required and complete performance by June 30, 2023, subject to termination as set forth in this AGREEMENT.

2.0 SCOPE OF WORK.

A. SUPERINTENDENT hereby engages DISTRICT as an independent CONTRACTOR to perform the following described in the "School-Based Chapters", which is attached hereto as Exhibit "A" and incorporated herein by this reference. SUPERINTENDENT shall provide advisor stipends to designated Orange County Friday Night Live chapter advisor(s) at: Dale Junior High School, Lexington Junior High School, South Junior High School, Cypress High School, Gilbert High School, Kennedy High School, Magnolia High School, & Savanna High School. DISTRICT hereby agrees to perform said work upon the terms and conditions hereinafter set forth for the Division of Educational Services.

B. DISTRICT hereby represents and warrants that it has the skills, experience and knowledge necessary to perform in a competent and timely manner the services to be performed under this AGREEMENT, and DISTRICT acknowledges that SUPERINTENDENT shall rely on such representations by DISTRICT. Acceptance by SUPERINTENDENT of the services performed under this AGREEMENT shall not operate as a

release of DISTRICT from responsibility for such services. To the extent DISTRICT assigns the performance of the services to any of its employees, each employee shall, as applicable, hold the proper credentials authorizing him or her to perform such service.

3.0 PAYMENT.

A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to exceed Nine thousand six hundred dollars ($9,600.00) for services satisfactorily performance and reporting of requirements set forth in Section 2.0 of this AGREEMENT. **Reimbursement for Advisor Stipends shall be made at the maximum rate of One thousand two hundred dollars ($1,200.00) for each eligible school chapter. Verification and completion of all activities by June 1, 2023, is required to receive a full stipend.** Payment to DISTRICT shall be made upon receipt and approval of an itemized invoice. **DISTRICT'S invoice is due to SUPERINTENDENT no later than June 30, 2023.** DISTRICT'S expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to administration, use, and accounting for public funds. DISTRICT'S itemized invoice shall provide a detailed description of services provided, dates the services were performed, supported by documentation which shall include, but not be limited to: ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided. Payment shall be mailed to: Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92803, or at such other place as DISTRICT may designate in writing.

B. DISTRICT shall not claim reimbursement for food, equipment purchases, or services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

C. SUPERINTENDENT may withhold or delay any payment should DISTRICT fail to comply with any of the provisions set forth in this AGREEMENT.

D. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by U.S. Department of Education. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT under the grant. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for any costs or expenses paid or incurred by DISTRICT in performing services for SUPERINTENDENT, except as follows: N/A.

5.0 MATERIALS. DISTRICT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

6.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that all matters produced under this AGREEMENT shall become the property

of SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express written permission. SUPERINTENDENT 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 SUPERINTENDENT. DISTRICT agrees that Title 37 Code of Federal Regulations (CRF) Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," shall apply to this AGREEMENT and that the SUPERINTENDENT shall retain rights to any resulting invention made under this AGREEMENT. DISTRICT consents to use of DISTRICT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees of the SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT 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. DISTRICT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

8.0 HOLD HARMLESS.

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

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT. The DISTRICT shall also hold the SUPERINTENDENT, the Orange County Board of Education, and their officers, employees and agents, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or non-copyrighted material, patented or unpatented inventions, furnished or used, in connection with the Agreement.

9.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense, take out prior to commencing the services and maintain in full force and effect from the date of execution of this AGREEMENT until expiration of this AGREEMENT a policy or policies of insurance

covering DISTRICT'S services. DISTRICT shall furnish to SUPERINTENDENT certificates of insurance evidencing all coverage's and endorsements required hereunder. All insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Minimum coverage's shall be as follows:

A. Comprehensive General Liability Insurance in an amount not less than One million dollars ($1,000,000) per occurrence, combined single limit;

B. Professional Liability insurance in an amount not less than One million dollars ($1,000,000.00) including coverage for errors and omissions caused by DISTRICT'S negligence in the performance of its duties under this AGREEMENT;

C. Comprehensive Automobile liability insurance covering all owned, non-owned and hired vehicles in an amount not less than One million dollars ($1,000,000) per occurrence;

D. Statutory Workers' Compensation Insurance;

E. An endorsement to said policy(ies) naming the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents and employees as an additional insured while rendering services under this AGREEMENT;

F. DISTRICT further agrees to provide a thirty (30) day written notice to SUPERINTENDENT of cancellation or reduction in coverage of such insurance;

G. If the DISTRICT is either partially or fully self-insured for its liability exposures, DISTRICT must notify SUPERINTENDENT in

writing and provide SUPERINTENDENT with a statement signed by an authorized representative of DISTRICT stating that DISTRICT agrees to hold harmless, defend, and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and their officers, employees and agents as if the insurance requirements in the above paragraphs are in full force and effect.

10.0 NON-DISCRIMINATION. DISTRICT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. DISTRICT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

11.0 APPLICABLE LAWS. The services completed herein must meet the approval of the SUPERINTENDENT'S general right of inspection to secure the satisfactory completion thereof. Each Party 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 this AGREEMENT. DISTRICT will be required to comply with all applicable State and Federal laws and regulations regarding this AGREEMENT and administration of programs funded with this AGREEMENT, specifically, DISTRICT will be required to comply with applicable provisions of Appendix II to Title 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

12.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the performance of any of the services in this AGREEMENT without prior written approval of the SUPERINTENDENT.

13.0 EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS(EDGAR) REQUIREMENTS. DISTRICT will be required to comply with all applicable State and Federal laws and regulations regarding this AGREEMENT and administration of programs funded with this AGREEMENT. Specifically, the DISTRICT will be required to comply with relevant State laws and regulations, EDGAR 34 CFR, Part 74 and the appropriate regulations governing cost principles [Office of Management and Budget (OMB) Circular A-133]. These regulations contain information regarding the programmatic requirements and the requirements for financial management maintenance of records, programmatic changes and budget revisions, contracting, and general administrative responsibilities. In addition, federal funds are also subject to the administrative requirements at 29 CFR, Part 97 for projects administered by State, local, or Indian tribal government and at 29 CFR, Part 95 for

projects administered by institutions of higher education, hospitals, or non-profit organizations, Part 96 - Audit Requirements for Grants, Contracts and other Agreements.

14.0 PERSONNEL (EDGAR §§75.515-75.519 and 2 CFR Part 200 Subpart E). The rules in Part 75 cover issues as paying consultants with grant funds waving the requirement for a full-time project director, making changes in key project staff, and prohibiting dual compensation of staff. General rules governing reimbursement of salaries and compensation for staff working on grant projects are addressed in the cost principles in 2 CFR Part 200 Subpart E. In all cases, payments of any type to personnel must be supported by complete and accurate records of employee time and effort. For those employees that work on multiple functions or separately funded programs or projects, the grantee must also maintain time distribution records to support the allocation of employee salaries among each function and separately funded program or project.

15.0 RECORDS. DISTRICT must create or otherwise prepare and maintain, in accordance with generally accepted accounting principles, all financial and other records relating to this AGREEMENT and the services performed or to be performed pursuant to this AGREEMENT as are necessary, appropriate, or required by law ("DISTRICT Records"). DISTRICT Records must be maintained in a logical and consistent manner to facilitate filing and retrieval of documents in particular categories of information. DISTRICT Records must include, without limitation, records relating to payments made by SUPERINTENDENT to DISTRICT. DISTRICT shall at all reasonable times

give SUPERINTENDENT, United States Department of Education, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the services provided or to be provided by DISTRICT pursuant to this AGREEMENT.

16.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS. Each person who has signed this AGREEMENT on behalf of DISTRICT shall be deemed and construed to have thereby certified, to the best of his or her knowledge and belief, that DISTRICT and its principals:

1. presently are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transaction by any federal department or agency;
2. within the three-year period preceding the Parties entering into this AGREEMENT have not been convicted or had a civil judgement rendered against them for (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (ii) violation of federal or state antitrust statutes, or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. presently are not indicted or otherwise criminally charged by a governmental entity (federal, state or local) with

commission of any of the offences described in paragraph B of this section; and

4. within the three-year period preceding the Parties entering into this Agreement have not had one or more public transactions (federal, state or local) terminated for cause or default.

17.0 ANTI-LOBBYING. If the amount payable to DISTRICT pursuant to this AGREEMENT will or may be in excess of $100,000, then, each person who has signed this AGREEMENT on behalf of DISTRICT shall be deemed and construed to have thereby certified that DISTRICT will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant, or any other award covered by the Byrd-Anti-Lobbying Amendment (31 U.S.C. 1352). DISTRICT shall disclose in writing to SUPERINTENDENT any lobbying with non-federal funds, by or on behalf of DISTRICT that takes place in connection with obtaining or attempting to obtain any federal award.

18.0 TERMINATION.

A. SUPERINTENDENT may terminate this AGREEMENT, in whole or in part, and without need for cause, by giving written notice to DISTRICT stating the extent and effective date of termination. However, if any such termination notice does not set forth a date upon which the termination will take effect, the termination shall take effect on the date that is thirty (30) days after receipt of the

notice by DISTRICT. Upon any termination pursuant to this Paragraph A taking effect, DISTRICT shall cease all work and services to the extent specified in the termination notice, and SUPERINTENDENT shall pay DISTRICT, in accordance with this AGREEMENT, for all work and services performed prior to termination.

B. DISTRICT shall be in default of its obligations pursuant to this AGREEMENT if DISTRICT refuses or fail to comply, or to timely comply, with any one or more of the provisions of this AGREEMENT. In any such event, SUPERINTENDENT in its sole discretion may provide written notice to DISTRICT setting forth the nature of the default, the actions that DISTRICT must take (if there are any or any are known) in order to cure the default, and the deadline by which DISTRICT must cure the default. If DISTRICT does not cure a default within the time specific in an applicable notice of default, SUPERINTENDENT may terminate this AGREEMENT, in whole or part, by giving written notice of termination to DISTRICT, and the termination shall take place effective immediately upon receipt of such a notice by DISTRICT. In the event of any termination pursuant to this Paragraph B, SUPERINTENDENT may cause the terminated portion of the work to be completed in any manner SUPERINTENDENT deems proper. In the event of any default by DISTRICT or termination by SUPERINTENDENT pursuant to this Paragraph B, neither Party's remedies shall be limited. Notwithstanding anything to the contrary, in connection with any default by DISTRICT, SUPERINTENDENT in its sole discretion may, by providing written notice to DISTRICT:

1. Discontinue reimbursement to DISTRICT for, and during the period in which DISTRICT is in default, the reimbursement of which CONSULTANT shall not be entitled to recover later; and/or

2. Withholding funds pending a cure for the default; and/or

3. Offset against any monies billed by DISTRICT but yet unpaid by SUPERINTENDENT.

19.0 WAIVER. Absent an applicable waiver, no failure by a Party to require compliance by the other Party with any provision or requirement of this AGREEMENT shall be deemed or construed to preclude subsequent enforcement of that or any other provision or requirement of this AGREEMENT. Each waiver of any provision, requirement, or breach of this AGREEMENT must be in writing and signed by the waiving Party. Oral waivers shall not be binding or enforceable. Except as expressly provided in the waiver, a waiver of any provision, requirement, or breach shall not be construed as: (i) a waiver of any other provision, requirement, or breach; or (ii) as a continuing waiver.

20.0 FORCE MAJEURE.

A. In the event DISTRICT is unable to comply with any provisions of this AGREEMENT due to causes beyond its control such as acts of God, acts of war, civil disorders, and other similar acts, DISTRICT shall not be held liable to SUPERINTENDENT for such failure to comply.

B. In the event SUPERINTENDENT is unable to comply with any provisions of this AGREEMENT due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, SUPERINTENDENT shall not be held liable to DISTRICT for such failure to comply.

21.0 CLEAN AIR ACT. (For AGREEMENTS of amounts in excess of $100,000) (42 U.S.C. 7401 et. seq.) THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et. seq.) The DISTRICT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et.seq.) Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22.0 RIGHTS TO INVENTIONS. For the performance of experimental, developmental, or research work, the federal government and the SUPERINTENDENT shall retain rights to any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements". The DISTRICT shall hold the SUPERINTENDENT, the Orange County Board of Education and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses for infringement or use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented inventions, regarding any items, article or appliance furnished or used in connection with the AGREEMENT. DISTRICT may be

required to furnish a bond or other indemnification to the SUPERINTENDENT against claims or liability for patent infringement.

23.0 CONFLICT OF INTEREST. DISTRICT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. DISTRICT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed or retained by DISTRICT.

24.0 DISPUTES. Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this AGREEMENT that is not resolved by agreement of the Parties hereto shall be disposed by SUPERINTENDENT, which shall furnish the decision in writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. DISTRICT shall in each case proceed diligently with the performance of the AGREEMENT pending SUPERINTENDENT'S decision. As a condition precedent to the filing of any action arising from dispute between the Parties hereto, the Parties shall be obligated to attend and participate in a mediation session with a third party mediator in an attempt to resolve the dispute.

25.0 INSPECTION AND AUDIT. The SUPERINTENDENT, Department of Justice (DOJ) State of California Department of Education, and United States

Department of Education and their respective authorized agents, shall have access, for the purpose of audit or examination, to any records of DISTRICT pertinent to this AGREEMENT. DISTRICT certifies that it will comply with the records retention requirements detailed in 2 CRF 200.333. The DISTRICT will retain all records as required by 2 CRF 200.333 for a period of three (3) years from the date of final payment under this AGREEMENT and all pending matters are closed, and for such longer period, if any, as is required by applicable statute, or by any other cause of this AGREEMENT.

26.0 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. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92803
ATTN:_____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

27.0 GOVERNING LAW; VENUE; AND SEVERABILITY. This AGREEMENT shall be governed by and enforced in accordance with the laws of the State of California, notwithstanding any conflict-of-laws, choice-of-laws, or similar provision set forth in any state or federal law. Each action arising from this AGREEMENT shall be filed and conducted only in an applicable state or federal court located in the County of Orange, California, and the Parties hereto waive any provision of law providing for a change of venue to another location. In the event any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the AGREEMENT, the prevailing Parties shall be entitled to attorneys' fees in addition to whatever other relief is granted.

28.0 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.

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IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed as evidenced by the signatures below of their respective duly-authorized representatives.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINT NAME: Dr. Jaron Fried	PRINT NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Ed. Division	TITLE: Administrator
DATE: 1/20/23	DATE: November 7, 2022

Anaheim UHSD-OCFNLP Advisor Stipend-Federal(10002298)23
Zip5

EXHIBIT A

ORANGE COUNTY Friday Night live PARTNERSHIP

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2022-2023 Participation and Stipend Requirements

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Friday Night Live (FNL), Club Live, and FNL Kids chapter advisors who meet the requirements listed have the opportunity to receive an advisor stipend from the Orange County Department of Education (OCDE). Amounts listed reflect payment distribution for the 2022-2023 school year. Each component may be counted only one time. Maximum obligation is $1,200.00 per school site.

Requirement	Stipend
1. **Program Administration:** a. **Name** - Utilize the Friday Night Live (FNL), Club Live, or FNL Kids name for meetings, events, and activities. b. **Membership** - Maintain a FNL, Club Live, or FNL Kids chapter, including a minimum of one (1) advisor and aim to maintain a minimum of ten (10) youth. c. **Standards of Practice** - Uphold the Standards of Practice. d. **Co-Branding** - Chapters implementing FNL, Club Live, or FNL Kids as part of another leadership program must adhere to the Co-Branding Guidelines. e. **Annual Paperwork** - Submit the Advisor Profile, Chapter Application, and Participation Requirements. f. **Program Evaluation** - Administer the year-end survey to chapter youth in April 2023. Aim to have a minimum of 80% of current active chapter members participate. Online or paper surveys will be available.	$100
2. **Meetings**: Hold and facilitate a minimum of two (2) chapter meetings per month.	$200
3. **Monthly Logs:** Submit monthly logs by the 5th day of the following month.	$100
4. **Advisor Leadership Training:** Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the online Advisor 101 training.	$100
5. **Youth Advocate Training:** Host a two-hour leadership training for chapter youth or participate in countywide event. This training will be facilitated by OCFNLP staff.	$100
6. **Chapter Recognition Event:** Promote and participate in the Chapter Recognition Ceremony in May 2023 (advisor and chapter youth).	$100
7. **Red Ribbon Week (RRW):** In partnership with youth, conduct one (1) week-long RRW or substance use prevention event that results in contact with a majority of the student population by December 15, 2022. FNL Kids activities can focus on positive health choices. For credit: Submit description in monthly logs and include photo and/or other artifacts.	$200
8. **Alcohol and Other Drug Prevention Activities:** In partnership with youth, implement three (3) substance use prevention activities by June 15, 2023. FNL Kids activities can focus on positive health choices. For credit: Submit description in monthly logs and include photo and/or other artifacts.	$300

I have read and understand the requirements in this document. The principal will notify the district office of the school's participation in the Friday Night Live, Club Live, or FNL Kids program. OCDE will initiate a contract agreement with the district in order to pay the stipend.

School: Dale JHS		
Print Advisor's Name: Amy Joy Lemley	Advisor's Signature: Amy Joy Lemley	Date: 9/28/22
Print Advisor's Name (if more than one advisor)	Advisor's Signature	Date
Print Principal's Name: Rafael Santiago	Principal's Signature	Date: 9.27.22
District Contact Name: Dr. Adam Hernandez	District Contact Title: Director of Student Support Services	

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2022-2023 Participation and Stipend Requirements

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School Lexington JHS		
Print Advisor's Name AJ Dunham	Advisor's Signature	Date 9/19/22
Print Advisor's Name (if more than one advisor)	Advisor's Signature	Date
Print Principal's Name Daniel Klatzker	Principal's Signature	Date 9/21/22
District Contact Name Vicky Azevedo	District Contact Title TUPE Coordinator	

Orange County Friday Night Live Partnership is administered by the Orange County Department of Education with funding from the OC Health Care Agency, Alcohol and Drug Education and Prevention Team.

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ORANGE COUNTY Friday Night live PARTNERSHIP

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2022-2023 Participation and Stipend Requirements

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School: South Junior High School		
Print Advisor's Name: Jason Collar	Advisor's Signature:	Date: 9/19/22
Print Advisor's Name (if more than one advisor)	Advisor's Signature	Date
Print Principal's Name: Yolanda Mejia	Principal's Signature	Date: 9/19/22
District Contact Name: Dr. Adam Hernandez	District Contact Title: Director of Student Support Services	

OC health CARE AGENCY

Orange County Friday Night Live Partnership is administered by the Orange County Department of Education with funding from the OC Health Care Agency, Alcohol and Drug Education and Prevention Team.

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EXHIBIT A

ORANGE COUNTY Friday Night Live PARTNERSHIP

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2022-2023 Participation and Stipend Requirements

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School Cypress High School		
Print Advisor's Name Shelley Hawkins	Advisor's Signature Shelley Hawkins	Date 10/5/22
Print Advisor's Name (if more than one advisor)	Advisor's Signature	Date
Print Principal's Name Jennifer Brown	Principal's Signature Jennifer Brown	Date 10/11/22
District Contact Name Vicky Azevedo or Dr. Hernandez	District Contact Title District Project Coordinator	

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2022-2023 Participation and Stipend Requirements

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I have read and understand the requirements in this document. The principal will notify the district office of the school's participation in the Friday Night Live, Club Live, or FNL Kids program. OCDE will initiate a contract agreement with the district in order to pay the stipend.

School: Gilbert High School		
Print Advisor's Name: Nikki Resch	Advisor's Signature	Date: 9.12.22
Print Advisor's Name (if more than one advisor)	Advisor's Signature	Date
Print Principal's Name: JOSÉ LARA	Principal's Signature	Date: 9-13-22
District Contact Name	District Contact Title	

Orange County Friday Night Live Partnership is administered by the Orange County Department of Education with funding from the OC Health Care Agency, Alcohol and Drug Education and Prevention Team.

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CamScanner

ORANGE COUNTY Friday Night Live PARTNERSHIP

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2022-2023 Participation and Stipend Requirements

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Friday Night Live (FNL), Club Live, and FNL Kids chapter advisors who meet the requirements listed have the opportunity to receive an advisor stipend from the Orange County Department of Education (OCDE). Amounts listed reflect payment distribution for the 2022-2023 school year. Each component may be counted only one time. Maximum obligation is $1,200.00 per school site.

Requirement	Stipend
1. **Program Administration:** a. **Name** - Utilize the Friday Night Live (FNL), Club Live, or FNL Kids name for meetings, events, and activities. b. **Membership** - Maintain a FNL, Club Live, or FNL Kids chapter, including a minimum of one (1) advisor and aim to maintain a minimum of ten (10) youth. c. **Standards of Practice** - Uphold the Standards of Practice. d. **Co-Branding** - Chapters implementing FNL, Club Live, or FNL Kids as part of another leadership program must adhere to the Co-Branding Guidelines. e. **Annual Paperwork** - Submit the Advisor Profile, Chapter Application, and Participation Requirements. f. **Program Evaluation** - Administer the year-end survey to chapter youth in April 2023. Aim to have a minimum of 80% of current active chapter members participate. Online or paper surveys will be available.	$100
2. **Meetings:** Hold and facilitate a minimum of two (2) chapter meetings per month.	$200
3. **Monthly Logs:** Submit monthly logs by the 5th day of the following month.	$100
4. **Advisor Leadership Training:** Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the online Advisor 101 training.	$100
5. **Youth Advocate Training:** Host a two-hour leadership training for chapter youth or participate in countywide event. This training will be facilitated by OCFNLP staff.	$100
6. **Chapter Recognition Event:** Promote and participate in the Chapter Recognition Ceremony in May 2023 (advisor and chapter youth).	$100
7. **Red Ribbon Week (RRW):** In partnership with youth, conduct one (1) week-long RRW or substance use prevention event that results in contact with a majority of the student population by December 15, 2022. FNL Kids activities can focus on positive health choices. For credit: Submit description in monthly logs and include photo and/or other artifacts.	$200
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I have read and understand the requirements in this document. The principal will notify the district office of the school's participation in the Friday Night Live, Club Live, or FNL Kids program. OCDE will initiate a contract agreement with the district in order to pay the stipend.

School Kennedy H.S.		
Print Advisor's Name Bandes	Advisor's Signature [signature]	Date 9/23/22
Print Advisor's Name (if more than one advisor)	Advisor's Signature	Date
Print Principal's Name Seema Sidhu	Principal's Signature [signature]	Date 9/23/22
District Contact Name [illegible]	District Contact Title [illegible]	

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2022-2023 Participation and Stipend Requirements

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Friday Night Live (FNL), Club Live, and FNL Kids chapter advisors who meet the requirements listed have the opportunity to receive an advisor stipend from the Orange County Department of Education (OCDE). Amounts listed reflect payment distribution for the 2022-2023 school year. Each component may be counted only one time. Maximum obligation is $1,200.00 per school site.

Requirement	Stipend
1. **Program Administration:** a. **Name** - Utilize the Friday Night Live (FNL), Club Live, or FNL Kids name for meetings, events, and activities. b. **Membership** - Maintain a FNL, Club Live, or FNL Kids chapter, including a minimum of one (1) advisor and aim to maintain a minimum of ten (10) youth. c. **Standards of Practice** - Uphold the Standards of Practice. d. **Co-Branding** - Chapters implementing FNL, Club Live, or FNL Kids as part of another leadership program must adhere to the Co-Branding Guidelines. e. **Annual Paperwork** - Submit the Advisor Profile, Chapter Application, and Participation Requirements. f. **Program Evaluation** - Administer the year-end survey to chapter youth in April 2023. Aim to have a minimum of 80% of current active chapter members participate. Online or paper surveys will be available.	$100
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I have read and understand the requirements in this document. The principal will notify the district office of the school's participation in the Friday Night Live, Club Live, or FNL Kids program. OCDE will initiate a contract agreement with the district in order to pay the stipend.

School Magnolia High School		
Print Advisor's Name Cynthia Ting	Advisor's Signature	Date 10/13/22
Print Advisor's Name (if more than one advisor) Allan Sherman	Advisor's Signature	Date 10/13/22
Print Principal's Name Aaron Chan	Principal's Signature	Date 10/17/22
District Contact Name	District Contact Title	

EXHIBIT A

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2022-2023 Participation and Stipend Requirements

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Friday Night Live (FNL), Club Live, and FNL Kids chapter advisors who meet the requirements listed have the opportunity to receive an advisor stipend from the Orange County Department of Education (OCDE). Amounts listed reflect payment distribution for the 2022-2023 school year. Each component may be counted only one time. Maximum obligation is $1,200.00 per school site.

Requirement	Stipend
1. **Program Administration:** a. **Name** - Utilize the Friday Night Live (FNL), Club Live, or FNL Kids name for meetings, events, and activities. b. **Membership** - Maintain a FNL, Club Live, or FNL Kids chapter, including a minimum of one (1) advisor and aim to maintain a minimum of ten (10) youth. c. **Standards of Practice** - Uphold the Standards of Practice. d. **Co-Branding** - Chapters implementing FNL, Club Live, or FNL Kids as part of another leadership program must adhere to the Co-Branding Guidelines. e. **Annual Paperwork** - Submit the Advisor Profile, Chapter Application, and Participation Requirements. f. **Program Evaluation** - Administer the year-end survey to chapter youth in April 2023. Aim to have a minimum of 80% of current active chapter members participate. Online or paper surveys will be available.	$100
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School Savanna HS			
Print Advisor's Name Veronica Alvarez	Advisor's Signature Veronica Alvarez		Date 9/26/2022
Print Advisor's Name (if more than one advisor)	Advisor's Signature		Date
Print Principal's Name Mike Pooley	Principal's Signature		Date 9/26/2022
District Contact Name Adam Hernandez	District Contact Title Director, Student Support Services		

Orange County Friday Night Live Partnership is administered by the Orange County Department of Education with funding from the OC Health Care Agency, Alcohol and Drug Education and Prevention Team.

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 NORTH CRESCENT WAY - ANAHEIM, CA - 92801
(714) 999-3526 Fax: (714) 635-5903
SPECIAL YOUTH SERVICES

EXHIBIT WW

Contract to Provide

Speech and Language Evaluation

[redacted] and [redacted], the educational rights holder of [redacted], requested that the Anaheim Union High School District fund an independent speech and language evaluation and has requested that the District contract with Susan Hollar. for the evaluation. The District has agreed to fund the evaluation pursuant to the Greater Anaheim SELPA IEE Policy and contract with Susan Hollar to complete the evaluation under the following terms and conditions:

1. The District agrees to fund a speech and language evaluation to be conducted by Susan Hollar at a total cost not to exceed Two Thousand Six Hundred Dollars ($2,600).

2. In exchange for the total amount not to exceed $2,600, Ms. Hollar agrees to the following:
   a. Perform a speech and language evaluation by June 30, 2023.
   b. Create a written report.
   c. Attend an IEP meeting to review the evaluation and findings. Attendance may be telephonic.

3. In addition to completing the foregoing, Ms. Hollar agrees to the following:

   a. Will consult and collaborate with District assessment personnel.

   b. Provide the District the written report at least 5 business days prior to any IEP meeting scheduled to review the evaluation.

   c. Provide the District a copy of all protocols used in the evaluation. The protocols shall be provided with the written report.

   d. Will not use any subcontractor or other personnel to provide any portion of the work to be performed without first obtaining written approval by the District.

   e. Will be acting as an independent contractor and will not be working directly for the District.

4. It is understood and agreed that any recommendation for services made following the evaluation and agreed to by the IEP team will not be implemented by Ms. Hollar.

5. This Agreement requires approval by the Board of Trustees of Anaheim Union High School District. Once executed by all Parties, this Agreement will be placed on the agenda for the next regularly scheduled Board of Trustees meeting.

6. Payment contained herein is contingent upon Board approval and submission of an original itemized invoice detailing the work completed and/or expenses incurred. The District agrees to pay the invoice within 45 days of receipt of all of the following: (1) an itemized invoice; (2) the written evaluation including protocols, and (3) this fully executed Agreement.

7. Indemnification and Hold Harmless:

    a. To the fullest extent allowed by law, Ms. Hollar shall defend, indemnify and hold harmless the District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Ms. Hollar or her directors, officers, agents, employees, volunteers or guests arising from Ms. Holler's duties and obligations described in this agreement or imposed by law.

    b. To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless Ms. Hollar and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers were guests arising from the District's duties and obligations described in this agreement or imposed by law.

8. Parties shall cooperate in executing any documents and/or completing any actions necessary to implement this Agreement.

9. The Parties acknowledge that this Agreement is confidential and will not be shared except as required by law. The Parties agree to disclosure and admissibility of this Agreement for implementation and/or enforcement.

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

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

The Parties hereto have approved this Agreement.

Hollar Pediatric Speech Language Services

Dated: 12/10/2022 By:



Anaheim Union High School District

Dated: 1/20/23 By: _____

Dr. Jaron Fried
Assistant Superintendent, Ed. Division

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 NORTH CRESCENT WAY - ANAHEIM, CA - 92801
(714) 999-3526 Fax: (714) 635-5903
SPECIAL YOUTH SERVICES

EXHIBIT XX

Contract to Provide

Speech and Language Evaluation

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    b. Create a written report.
    c. Attend an IEP meeting to review the evaluation and findings. Attendance may be telephonic.

3. In addition to completing the foregoing, Ms. Hollar agrees to the following:

    a. Will consult and collaborate with District assessment personnel.

    b. Provide the District the written report at least 5 business days prior to any IEP meeting scheduled to review the evaluation.

    c. Provide the District a copy of all protocols used in the evaluation. The protocols shall be provided with the written report.

    d. Will not use any subcontractor or other personnel to provide any portion of the work to be performed without first obtaining written approval by the District.

    e. Will be acting as an independent contractor and will not be working directly for the District.

4. It is understood and agreed that any recommendation for services made following the evaluation and agreed to by the IEP team will not be implemented by Ms. Hollar.

5. This Agreement requires approval by the Board of Trustees of Anaheim Union High School District. Once executed by all Parties, this Agreement will be placed on the agenda for the next regularly scheduled Board of Trustees meeting.

6. Payment contained herein is contingent upon Board approval and submission of an original itemized invoice detailing the work completed and/or expenses incurred. The District agrees to pay the invoice within 45 days of receipt of all of the following: (1) an itemized invoice; (2) the written evaluation including protocols, and (3) this fully executed Agreement.

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    a. To the fullest extent allowed by law, Ms. Hollar shall defend, indemnify and hold harmless the District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Ms. Hollar or her directors, officers, agents, employees, volunteers or guests arising from Ms. Holler's duties and obligations described in this agreement or imposed by law.

    b. To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless Ms. Hollar and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers were guests arising from the District's duties and obligations described in this agreement or imposed by law.

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

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

The Parties hereto have approved this Agreement.

Hollar Pediatric Speech Language Services

Dated: 12/10/2022 By: 

Susan Hollar

Anaheim Union High School District

Dated: 1/20/23 By: _____

Dr. Jaron Fried
Assistant Superintendent, Ed. Division

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of December, 2022, between the **Anaheim Union High School District** ("District") and **New Direction Solutions, LLC dba: ProCare Therapy** ("Contractor") (each a party, collectively, "Parties").

WHEREAS, the 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 those persons are specially trained and experienced and competent to perform the special services required; and

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

WHEREAS, the Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the District outside the usual course of the District's business; and

WHEREAS, the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. The detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and language set forth Exhibit A, the terms of the body of the Agreement shall govern. Contractor will provide the Services to the District during the Term.

2. **Term**. The term for services pursuant to this Agreement is from December 12, 2022 through May 25, 2023.

3. **Submittal of Documents**. The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:

   ____ Signed Agreement
   ____ Insurance Certificate(s) and Endorsements (Section 10)
   ____ Criminal Background Investigation Certification(s) (Section 16)
   ____ W-9 Form

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of One Hundred Forty-One Thousand and Four Hundred Dollars ($141,400) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers 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 Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

10.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

10.1.1 General Liability. One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice

the required occurrence limit.

10.1.2 Is this Contractor interacting with students? Yes ☒ No ☐ For interaction with students, 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, Contractor 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.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Contracts - (including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

The coverage described above is not required for contractors or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

10.2 Other Insurance Provisions. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the District and approved by the District. The Certificates and insurance policies shall include the following:

10.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

10.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

10.2.3 Waiver of Subrogation. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the District.

10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.

10.2.5 All policies shall be written on an occurrence form.

10.2.6 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.2.7 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

11. **Compliance With Laws, Rules, and Regulations**. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **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.

13. **Safety and Security**. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment With Another 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.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Fingerprinting of Employees.** Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☒ No ☐ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The 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 Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Jaron Fried
Copy: Amie Maya
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714)999-3527
Email: maya_a@auhsd.us

Contractor
New Direction Solutions, LLC dba:
ProCare Therapy
Attn: Jeremy Mims
5550 Peachtree Parkway, Suite 500
Peachtree Corners, GA 30092
Phone: (770)325-0358
Email:Jeremy.mims@procaretherapy.com

Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

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

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

25. **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.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Anaheim Union High School District

Date: 1/20/23

By: _____

Print Name: Jaron Fried

Title: Asst. Superintendent, Ed. Division

New Direction Solutions, LLC dba: ProCare Therapy

Date: 12/9/2022

By: _____

Print Name: Jeremy Mims

Title: Department Manager

EXHIBIT A

Provide a detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services:

Contractor shall: Provide RN's to support the Health Services department.

Qualifications:

1. Possession of a current Registered Nurse License in the State of California .
2. A Baccalaureate Degree.
4. Current CPR Certification

Functions and Responsibilities:

- Participates with team members for the student's Individualized Educational Plan (IEP) and 504 plans, by completing health assessments for initial, annual and triennial evaluations.
- Conducts medical case findings, screenings, referral activities, and follow up related to health defects of selected pupils. Identifies health findings which do not fall within the normal range and refer to appropriate resource.
- Interprets the defined health problem, application of school Health law's, current trends, and general health information to the school staff and parents.
- Develops Individual Health Care Plans for students with chronic illnesses or special health care needs.
- Provides health counseling services to pupils and their families with health related problems, providing resources as needed. Correspond with parents on health needs of their child.
- Conducts health and developmental assessments for students undergoing initial or triennial evaluation pursuant to special education.
- Monitors compliance with immunization requirements according to legal mandates and District policy and procedures. Oversees follow-up with noncompliant cases.
- Notifies parents of pupils about illness: Medical, dental, Vis ion, Mental Health, behavioral issues and provides counseling directed towards pursuit of appropriate action.
- Oversees and provides emergency service for ill or injured pupils at schools.
- Completes accident reports as needed.
- Administers, Monitors, trains staff and supervises Specialized Health Care Services and medication prescribed by physician and performed by Unlicensed Assistive Personnel (UAP), 1:1 Aides, and to Licensed Vocational Nurses (LVN), Health Technicians. Provide resources as needed.
- Acts as a liaison between parents, physician and staff to verify need for home teaching, obtain physician authorization and notify appropriate district Personnel
- Participates in the MAA I LEA I Medical programs and provides accurate documentation required for program support.
- Provide health assessments for students upon request of teachers, parents or staff.
- Informs appropriate school personnel of a student with health issues, that may need accommodations during the school hours.
- Serves as health education resource person to staff and pupils
- Assists in identification of safety and health hazards on school sites
- Assist with mandated Vision/hearing State screening programs.
- Initiates referrals to parents, school personnel or health resources for intervention, remediation and follow through to Community Resources as needed
- Keeps and maintains accurate health documentation in Aeries or on the Health File.
- Supports the organizational and maintenance of school health office standards

• Monitors and maintains health records for each pupil, including the update of immunization requirements I TB Assessments and Tdap according to legal mandates and district's policy and procedures into student records and or database system. Educates on communicable diseases.
• Provide staff Principals, AP, RN's, LVN's, Health Aids, Health Technicians with health education in-services as needed.
• Monitors and maintains health services equipment.
• Performs other duties as assigned

Instructional Materials Submitted for Adoption
Thursday, January 19, 2023
December 14, 2022 - January 19, 2023

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Dual Enrollment	Basic	Criminal Investigation (CE5561)	9-12	*Criminal Investigation 12th Edition*	Cengage
Dual Enrollment	Basic	Intermediate Chinese 3 (WL5003)	9-12	*New Practical Chinese Reader, 3rd edition*	Beijing Language an Culture University Press
Dual Enrollment	Basic	Introduction to Travel Careers (TBD)	9-12	*Tourism: The Business of Hospitality and Travel, 6th Edition*	Pearson

Instructional Materials Submitted for Display
Thursday, January 19, 2023
January 20, 2023-February 16, 2023

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Dual Enrollment	Basic	Intro to Hospitality Careers (CE5032)	9-12	*Introduction to Hospitality Management*	Wiley
Dual Enrollment	Basic	Sanitation & Safety (CE5033)	9-12	*ServSafe Manager*	National Restaurant Association

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Addendum Regular School Year 2022-2023

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
2223 – 214	04/24/2006	10	01/19/2023	BEACON DAY SCHOOL	$210,000

*Includes transportation costs, if applicable.

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2022-2023

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
2223 – 293	03/31/2007	10	01/19/2023	BEACON DAY SCHOOL	$110,000
2223 – 294	05/25/2010	7	01/19/2023	Olive Crest Academy	$100,000
2223 – 295	10/30/2006	10	01/19/2023	Rossier Park	$100,000

*Includes transportation costs, if applicable.

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Residential School Year 2022-2023

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	RESIDENTIAL SCHOOL	TOTAL CONTRACT COST*
2223 – 238	06/09/2006	11	1/19/2023	PROVO CANYON	$200,000

*Includes transportation costs, if applicable.

Field Trip Report

Board of Trustees January 19, 2023

1. RATIFICATION: Anaheim Union High School District: AUHSD Community Engagement Initiative (CEI), (1 male student)
   Adviser/Lead Chaperone: Kenny Perez (male)
   Chaperones: Carlos Hernandez (male) and Araceli Chavez (female)

   To: Ontario Convention Center, Ontario, CA
   Dates: January 11, 2023 to January 13, 2023
   Purpose: CEI Peer Leading and Learning Network
   Expenses: CEI Funds- registration, meals, transportation, accommodations

   Number of school days missed for this trip: 2
   Number of school days missed previously: 0
   Total number of days missed by this group: 2

2. Cypress High School: Varsity Baseball (22 male students)
   Adviser/Lead Chaperone: John Weber (male)
   Chaperones: Adam Wilk (male) and Konrad Colby (male)
   To: Phoenix, AZ
   Dates: February 22, 2023 to February 26, 2023
   Purpose: Baseball Tournament
   Expenses: Booster Club- registration, transportation, accommodations, substitutes
   Parent Student- meals

   Number of school days missed for this trip: 3
   Number of school days missed previously: 0
   Total number of days missed by this group: 3

3. Loara High School: PUENTE (40 students- 16 male, 24 female)
   Adviser/Lead Chaperone: Helen Chung (female)
   Chaperones: Wendy Dotan (female), Rachel Grefe (female), Karina Bradford (female), Eder Palma (male), and Daniel Martinez (male)

   To: Southern California Colleges
   Dates: February 23, 2023 to February 24, 2023
   Purpose: College Visits
   Expenses: ASB/Club Fundraiser- meals, transportation, accommodations
   Site Funds- substitutes

   Number of school days missed for this trip: 2
   Number of school days missed previously: 0
   Total number of days missed by this group: 2

4. Magnolia High School: Band (11 students- 10 male, 1 female)
   Adviser/Lead Chaperone: Aaron Yim (male)
   Chaperones: Alan Garcia (male), Maria Martinez (female), and Jenny Truong (female)

   To: Las Vegas, NV
   Dates: March 24, 2023 to March 26, 2023
   Purpose: To perform in the Southwestern Regional Winterguard Competition
   Expenses: Booster Club- registration, meals, transportation, accommodations
   Parent/Student- meals, 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

5. Oxford Academy: HOSA (88 students- 40 male, 48 female)
   Adviser/Lead Chaperone: Jun Cuenca (male)
   Chaperones: Michael Rylaarsdam (male), Francisco Alonso (male), Ralph Stricker (male), Milton Phan (male), Anthony Magani (male), Carolann Magani (female), Shirly Tran (female), Kathi Kent (female), Daylin Nguyen (female), Elizabeth McPeak (female), Le Don Stricker (female)

   To: Sacramento, CA
   Dates: March 22, 2023 to March 26, 2023
   Purpose: Participate in the 2023 CAL-HOSA State Leadership Conference
   Expenses: ASB/Club Fundraiser- registration, transportation, accommodations
   Parent/Student- meals
   NOCROP- Substitutes

   Number of school days missed for this trip: 3
   Number of school days missed previously: 0
   Total number of days missed by this group: 3

6. Oxford Academy: Robotics (24 students- 16 male, 8 female)
   Adviser/Lead Chaperone: Francisco Alonso (male)
   Chaperones: Brandon Nguyen (male), Alejandro Peralta (male), and Niketa Mehta (female)

   To: Lancaster, CA
   Dates: March 29, 2023 to April 1, 2023
   Purpose: To compete in the Aerospace Valley Regional First Robotics Competition
   Expenses: Booster Club- registration
   Parent Student- meals, transportation, accommodations
   Site Funds- substitutes

   Number of school days missed for this trip: 0
   Number of school days missed previously: 1
   Total number of days missed by this group: 1

7. Oxford Academy: Future Business Leaders of America (FBLA) (32 students- 24 male, 8 female)
   Adviser/Lead Chaperone: Mike Rylaarsdam (male)
   Chaperones: Jun Cuenca (male), Michael Gasinski and Catherine Fog (female)

   To: Sacramento, CA
   Dates: April 27, 2023 to April 30, 2023
   Purpose: Compete in FBLA State Leadership Conference
   Expenses: ASB/Club Fundraisers- registration, meals, transportation, accommodations, substitutes
   Parent/Student- registration, meals, transportation, accommodations
   Outside source- transportation, accommodations, substitutes

   Number of school days missed for this trip: 2
   Number of school days missed previously: 0
   Total number of days missed by this group: 2

Orange County Department of Education
Educational Services Division

EXHIBIT DDD

Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2022-23

District: Anaheim Union High School District

District Contact: Brad Jackson

Title: Assistant Superintendent, Human Resources

☐	Quarter #1	July 1 – September 30, 2022	**Report due by October 31, 2022**
☑	Quarter #2	October 1 – December 31, 2022	**Report due by January 31, 2023**
☐	Quarter #3	January 1 – March 31, 2023	**Report due by April 28, 2023**
☐	Quarter #4	April 1 – June 30, 2023	**Report due by July 28, 2023**

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:

Orange County Department of Education
P.O. Box 9050, Costa Mesa, CA 92628-9050
Attention: Alicia Gonzalez, Sr. Administrative Assistant/R101

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us

ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved on 1/19/23

EXHIBIT EEE

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
18	SOCIAL WORKER	11.0	198	73,980.00	84,974.00	95,968.00	106,963.00	117,955.00	128,949.00	Annually
21	JR HIGH ASSISTANT PRINCIPAL	11.0	198	121,715.00	125,373.00	129,041.00	132,702.00	136,365.00	140,027.00	Annually
22	SR HIGH ASSISTANT PRINCIPAL INSTRUCTIONAL ANALYST PROGRAM ADMINISTRATOR I	11.0	204	133,665.00	137,330.00	140,991.00	144,650.00	148,314.00	151,978.00	Annually
24	JR HIGH PRINCIPAL	11.5	214 *	143,133.00	146,798.00	150,460.00	154,115.00	157,783.00	161,452.00	Annually
25	SR HIGH PRINCIPAL COORDINATOR	14.4	224 *	156,606.00	160,268.00	163,934.00	167,598.00	171,260.00	174,927.00	Annually
28	PROGRAM ADMINISTRATOR II	14.4	224 *	141,205.00	144,868.00	148,528.00	152,187.00	155,857.00	159,518.00	Annually
30	NURSE PRACTITIONER AUTISM SPECIALIST/GASELPA PROGRAM SPECIALIST PROGRAM SPECIALIST/GASELPA REGIONAL NURSE	11.0	200	115,312.00	118,972.00	122,638.00	126,305.00	129,966.00	133,628.00	Annually
31	BEHAVIOR SPECIALIST PSYCHOLOGIST SOCIAL WORKER LEAD	11.0	198	115,312.00	118,972.00	122,638.00	126,305.00	129,966.00	133,628.00	Annually
32	ASST DIRECTOR-PLANNING/DESIGN/CONST	14.4	224 **	122,161.00	125,785.00	129,411.00	133,037.00	136,660.00	140,292.00	Annually
33	CONSTRUCTION SERVICES ADMINISTRATOR	14.4	224**	134,061.00	137,696.00	141,339.00	144,976.00	148,612.00	152,253.00	Annually
35	DIRECTOR (CERTIFICATED)	14.4	224 *	163,261.00	166,918.00	170,591.00	174,255.00	177,920.00	181,576.00	Annually
36		14.4	224 **	133,714.00	137,376.00	141,037.00	144,698.00	148,362.00	152,024.00	Annually
36B	DIRECTOR OF RISK MANAGEMENT & INSURANCE DIRECTOR OF TRANSPORTATION	14.4	224 **	139,669.00	143,331.00	146,994.00	150,654.00	154,320.00	157,979.00	Annually
37	DIRECTOR OF FOOD SERVICES DIRECTOR OF PURCHASING & CENTRAL SERVICES PUBLIC INFORMATION MANAGER	14.4	224 **	145,625.00	149,283.00	152,949.00	156,610.00	160,275.00	163,934.00	Annually
37B		14.4	224 **	151,743.00	155,402.00	159,016.00	162,731.00	166,398.00	170,056.00	Annually
38	CONTROLLER DIRECTOR OF BUSINESS OPERATIONS DIRECTOR OF MAINTENANCE & OPERATIONS	14.4	224 **	157,861.00	161,518.00	165,191.00	168,855.00	172,520.00	176,176.00	Annually

ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved on 1/19/23

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
39	DIRECTOR PLANNING/DESIGN/CONSTRUCTION	14.4	224 **	167,222.00	171,098.00	174,986.00	178,867.00	182,748.00	186,622.00	Annually
40	CHIEF TECHNOLOGY OFFICER EXECUTIVE DIRECTOR OF FACILITIES/MAINT/OPS EXECUTIVE DIRECTOR OF FISCAL SERVICES EXECUTIVE DIRECTOR OF HUMAN RESOURCES	14.4	224 **	176,714.00	180,565.00	184,179.00	187,861.00	191,616.00	195,452.00	Annually
42	EXECUTIVE DIRECTOR OF EDUCATIONAL SERVICES	14.4	224*	187,289.00	191,038.00	194,860.00	198,759.00	202,737.00	206,793.00	Annually

*23 non-duty days excluded from work days
**excludes 23 vacation days and 14 paid holidays

Longevity -
16th-20th year - $5,533
21st-25th year - $11,069
26th-30th year - $16,600
31st year on - $16,600

Doctorate $2700

Mileage Allowance:
$216/month: Certificated Director, Senior High Principal, Coordinator, Public Information Manager
$189/month: Junior High Principal, Program Administrator II, Classified Director, Chief Technology Officer
$135/month: Senior High Assistant Principal, Psychologist, Program Specialist, Program Administrator I, Nurse Practitioner, Behavior Specialist, Social Worker Lead
$81/month: Junior High Assistant Principal

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2021/2022 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved 7/14/22 - Revised 1/19/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	CAMPUS SAFETY AIDE	3011.00	3132.00	3263.00	3389.00	3522.00	3668.00	3737.00	3814.00	3891.00	3967.00	Monthly
		17.09	17.78	18.55	19.24	20.02	20.84	21.25	21.66	22.09	22.53	Hourly
43	INSTR ASSISTANT	3160.00	3292.00	3428.00	3561.00	3703.00	3857.00	3930.00	4004.00	4086.00	4168.00	Monthly
	INSTR ASSISTANT-SPECIALIZED ACADEMIC INSTR OFFICE ASSISTANT PUBLIC INFORMATION ASSISTANT	17.96	18.71	19.47	20.22	21.04	21.91	22.34	22.75	23.22	23.67	Hourly
47	COMPUTER LAB ASSISTANT	3484.00	3627.00	3766.00	3927.00	4079.00	4242.00	4327.00	4413.00	4505.00	4587.00	Monthly
	INSTR ASST - BILINGUAL (SPANISH) INSTR ASST - BILINGUAL (VIETNAMESE) INSTR ASST - BILINGUAL (KOREAN) INSTR ASST - BILINGUAL (ARABIC) INSTR ASST - BILINGUAL (ROMANIAN) INSTR ASST - SPEC ACADEMIC INSTRUCT/BILINGUAL INSTR ASST - STUDENT/PARENT LIAISON/BILINGLUAL OFFICE ASSISTANT/BILINGUAL SCHOOL COMMUNITY LIAISON	19.78	20.61	21.38	22.30	23.18	24.14	24.58	25.06	25.60	26.09	Hourly
49		3665.00	3813.00	3956.00	4120.00	4288.00	4460.00	4543.00	4640.00	4728.00	4818.00	Monthly
		20.82	21.66	22.47	23.40	24.35	25.36	25.81	26.37	26.87	27.40	Hourly
51	CHILD WELFARE & ATTENDANCE LIAISON	3846.00	3996.00	4164.00	4325.00	4501.00	4678.00	4767.00	4873.00	4962.00	5070.00	Monthly
	COLLEGE & CAREER READINESS SPECIALIST DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECHNICIAN I INSTR ASST - ADULT TRANSITION INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MEDICALLY FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - DEAF/HARD OF HEARING INSTR ASST - VISUALLY IMPAIRED INSTRUCTIONAL MATERIALS TECHNICIAN LANGUAGE TESTING ASSISTANT PUBLICATIONS TECHNICIAN SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASSISTANT	21.85	22.73	23.65	24.57	25.59	26.59	27.10	27.67	28.20	28.80	Hourly
53	SECRETARY-BILINGUAL/ATTENDANCE	4043.00	4197.00	4365.00	4540.00	4726.00	4916.00	5008.00	5112.00	5209.00	5317.00	Monthly
	SECRETARY-BILINGUAL/PROGRAM SUPPORT SECRETARY-BILINGUAL/REGISTRAR-RECORDS SECRETARY-BILINGUAL/SCHOOL SUPPORT TRANSLATOR	22.97	23.85	24.81	25.80	26.86	27.92	28.47	29.06	29.60	30.22	Hourly

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2021/2022 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved 7/14/22 - Revised 1/19/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
54		4153.00	4327.00	4501.00	4689.00	4875.00	5074.00	5172.00	5283.00	5386.00	5503.00	Monthly
		23.61	24.58	25.59	26.63	27.68	28.81	29.41	30.02	30.62	31.27	Hourly
55	ASB ACCOUNT TECHNICIAN	4241.00	4408.00	4584.00	4767.00	4960.00	5158.00	5257.00	5365.00	5471.00	5584.00	Monthly
	BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN LICENSED VOCATIONAL NURSE	24.13	25.05	26.05	27.10	28.20	29.31	29.88	30.48	31.08	31.73	Hourly
56		4351.00	4518.00	4700.00	4887.00	5084.00	5286.00	5391.00	5502.00	5611.00	5726.00	Monthly
57	ACCOUNTING TECHNICIAN	4459.00	4627.00	4815.00	5006.00	5206.00	5412.00	5526.00	5638.00	5749.00	5863.00	Monthly
	ADMINISTRATIVE ASSISTANT BENEFITS TECHNICIAN BUSINESS TECHNICAN CREDENTIALS TECHNICIAN HUMAN RESOURCES TECHNICIAN PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN SPEECH LANGUAGE PATHOLOGY ASSISTANT	25.34	26.28	27.39	28.46	29.57	30.75	31.39	32.05	32.67	33.32	Hourly
58	ATHLETIC TRAINER (until 12/31/22)	4,567.00	4,745.00	4,935.00	5,132.00	5,337.00	5,550.00	5,664.00	5,778.00	5,892.00	6,008.00	Monthly
		25.96	26.96	28.06	29.17	30.33	31.54	32.18	32.84	33.49	34.14	
59	ADMINISTRATIVE ASSISTANT BILINGUAL	4675.00	4863.00	5054.00	5256.00	5468.00	5686.00	5800.00	5918.00	6035.00	6153.00	Monthly
	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST INFORMATION SYSTEMS SPECIALIST I LANGUAGE PROGRAM TECHNICIAN LEGAL ADMINISTRATIVE ASSISTANT SR ACCOUNTING TECHNICIAN SR BUDGET TECHNICIAN SR ADMINISTRATIVE ASSISTANT PROGRAM SUPPORT SR ADMINISTRATIVE ASSISTANT SCHOOL SUPPORT SR ADMINISTRATIVE PROCUREMENT ASSISTANT SR CREDENTIAL TECHNICIAN SR PAYROLL TECHNICIAN WORKABILITY PLACEMENT SPECIALIST (eff. 5/1/22)	26.57	27.64	28.72	29.87	31.07	32.31	32.96	33.63	34.31	34.96	Hourly
60	SIGN LANGUAGE INTERPRETER	4,790.00	4,983.00	5,179.00	5,388.00	5,607.00	5,826.00	5,944.00	6,064.00	6,184.00	6,308.00	Monthly
		27.22	28.32	29.44	30.62	31.86	33.11	33.77	34.47	35.16	35.84	
61	FOOD SERVICE TECHNICIAN	4906.00	5104.00	5305.00	5521.00	5746.00	5967.00	6088.00	6210.00	6333.00	6463.00	Monthly
	SR ADMIN ASST SCHOOL SUPPORT/BILINGUAL SR ADMIN ASST PROGRAM SUPPORT/BILINGUAL	27.87	29.00	30.15	31.36	32.65	33.91	34.58	35.30	36.01	36.72	Hourly
62	ASSESSMENT/EVALUATION TECHNICIAN	5112.00	5322.00	5534.00	5756.00	5982.00	6226.00	6356.00	6483.00	6619.00	6747.00	Monthly
	ATHLETIC TRAINER (eff. 1/1/23) BENEFITS SPECIALIST PARENT INVOLVEMENT SPECIALIST	29.06	30.23	31.43	32.71	34.00	35.38	36.11	36.83	37.62	38.35	Hourly

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2021/2022 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved 7/14/22 - Revised 1/19/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
63	BEHAVIOR INTERVENTION SPECIALIST	5155.00	5356.00	5570.00	5799.00	6030.00	6266.00	6394.00	6521.00	6653.00	6788.00	Monthly
	BUYER FOOD SERVICE ACCOUNTING SPECIALIST MEDI-CAL BILLING SPECIALIST	29.75	30.89	32.14	33.46	34.79	36.15	36.90	37.63	38.38	39.15	Hourly
64	WEBMASTER	5,285.00	5,494.00	5,714.00	5,946.00	6,181.00	6,427.00	6,557.00	6,687.00	6,822.00	6,960.00	Monthly
		30.25	31.42	32.69	34.03	35.4	36.77	37.53	38.27	39.04	39.83	Hourly
65	ART DESIGNER	5415.00	5632.00	5858.00	6092.00	6333.00	6590.00	6720.00	6855.00	6992.00	7132.00	Monthly
		30.75	31.95	33.23	34.60	36.00	37.39	38.16	38.91	39.69	40.51	Hourly
66	PROCUREMENT CONTRACT SPECIALIST SENIOR BUYER	5564.00	5786.00	6019.00	6259.00	6509.00	6769.00	6907.00	7044.00	7183.00	7326.00	Monthly
68	INFORMATION SYSTEMS ANALYST	5861.00	6094.00	6340.00	6594.00	6858.00	7132.00	7275.00	7420.00	7568.00	7718.00	Monthly
75	NETWORK ANALYST PROGRAMMER ANALYST	6904.00	7175.00	7469.00	7767.00	8078.00	8400.00	8564.00	8734.00	8913.00	9090.00	Monthly
		39.24	40.77	42.42	44.14	45.90	47.72	48.63	49.62	50.66	51.67	Hourly
76	SYSTEMS ADMINISTRATOR	7255.00	7539.00	7839.00	8153.00	8476.00	8820.00	8992.00	9176.00	9365.00	9549.00	Monthly
		41.22	42.85	44.55	46.32	48.15	50.10	51.10	52.12	53.20	54.24	Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:
Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $572 after ten (10) years of service with AUHSD
4% plus $1703 additional after fifteen (15) years of service with AUHSD
7% plus $3,135 additional after twenty (20) years of service with AUHSD
10% plus $4,089 additional after twenty-five (25) years of service with AUHSD
12% plus $4,089 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: $149.00

ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved on 7/14/22 - Revised 1-19-23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
1		4,965.00	5,151.00	5,355.00	5,566.00	5,777.00	5,995.00	6,121.00	6,233.00	6,361.00	6,484.00	Monthly
2		5,099.00	5,283.00	5,489.00	5,697.00	5,910.00	6,128.00	6,254.00	6,366.00	6,494.00	6,618.00	Monthly
3		5,206.00	5,408.00	5,614.00	5,833.00	6,060.00	6,297.00	6,420.00	6,544.00	6,672.00	6,800.00	Monthly
4		5,338.00	5,539.00	5,747.00	5,964.00	6,195.00	6,431.00	6,550.00	6,677.00	6,803.00	6,934.00	Monthly
5	** FOOD PRODUCTION CENTER MANAGER	5,454.00	5,670.00	5,886.00	6,120.00	6,355.00	6,600.00	6,734.00	6,867.00	6,999.00	7,137.00	Monthly
6		5,430.00	5,642.00	5,861.00	6,093.00	6,332.00	6,575.00	6,707.00	6,839.00	6,974.00	7,112.00	Monthly
7	WAREHOUSE SUPERVISOR	5,694.00	5,913.00	6,144.00	6,395.00	6,641.00	6,898.00	7,036.00	7,174.00	7,314.00	7,456.00	Monthly
8	COMMUNITY SCHOOLS COORDINATOR	5,851.00	6,075.00	6,303.00	6,549.00	6,801.00	7,053.00	7,192.00	7,333.00	7,473.00	7,616.00	Monthly
9	GARAGE SUPERVISOR (Until 8/31/22)	5,968.00	6,204.00	6,449.00	6,700.00	6,966.00	7,233.00	7,376.00	7,523.00	7,670.00	7,821.00	Monthly
11		6,265.00	6,510.00	6,762.00	7,031.00	7,303.00	7,591.00	7,744.00	7,895.00	8,048.00	8,209.00	Monthly
12	COMMUNITY SCHOOLS MANAGER FAMILY & COMMUNITY ENGAGEMENT MANAGER LANGUAGE ASSESSMENT CENTER SUPERVISOR	6,418.00	6,669.00	6,929.00	7,204.00	7,485.00	7,779.00	7,935.00	8,091.00	8,249.00	8,412.00	Monthly
13	* DISTRICT & COMMUNITY USE MANAGER GARAGE SUPERVISOR (Effective 9/1/22) GRAPHIC PRODUCTION MANAGER	6,572.00	6,828.00	7,096.00	7,375.00	7,667.00	7,966.00	8,122.00	8,284.00	8,449.00	8,613.00	Monthly
14	CREDENTIALS ANALYST EMPLOYEE RELATIONS ANALYST FOOD SERVICES OPERATIONS SUPERVISOR HUMAN RESOURCES ANALYST	6,749.00	7,012.00	7,287.00	7,575.00	7,874.00	8,182.00	8,343.00	8,507.00	8,677.00	8,846.00	Monthly
15		6,927.00	7,196.00	7,479.00	7,775.00	8,082.00	8,396.00	8,562.00	8,732.00	8,904.00	9,078.00	Monthly
16		7,103.00	7,380.00	7,671.00	7,974.00	8,290.00	8,613.00	8,781.00	8,956.00	9,131.00	9,313.00	Monthly
17	TRANSPORTATION SUPERVISOR	7,291.00	7,579.00	7,878.00	8,187.00	8,510.00	8,846.00	9,020.00	9,198.00	9,379.00	9,564.00	Monthly
18	* EDUCATION TECHNOLOGY SUPERVISOR	7,482.00	7,779.00	8,085.00	8,402.00	8,737.00	9,078.00	9,260.00	9,441.00	9,626.00	9,816.00	Monthly

ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved on 7/14/22 - Revised 1/19/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
19		7,672.00	7,977.00	8,292.00	8,617.00	8,960.00	9,313.00	9,498.00	9,682.00	9,873.00	10,068.00	Monthly
20	OPERATIONS MANAGER PAYROLL MANAGER	7,807.00	8,118.00	8,440.00	8,776.00	9,126.00	9,489.00	9,677.00	9,869.00	10,062.00	10,264.00	Monthly
21	ACCOUNTING MANAGER BUDGET MANAGER OCCUPATIONAL THERAPIST PROJECT MANAGER - FACILITIES & PLANNING	7,942.00	8,260.00	8,590.00	8,931.00	9,291.00	9,663.00	9,856.00	10,054.00	10,255.00	10,459.00	Monthly
22	ENERGY MANAGER *MAINTENANCE MANAGER	8082.00	8406.00	8742.00	9088.00	9454.00	9832.00	10029.00	10231.00	10435.00	10643.00	Monthly
24		8,361.00	8,696.00	9,043.00	9,405.00	9,780.00	10,173.00	10,377.00	10,584.00	10,797.00	11,011.00	Monthly
25	*ASSISTANT DIRECTOR - FOOD SERVICES	8,508.00	8,850.00	9,203.00	9,571.00	9,953.00	10,351.00	10,558.00	10,770.00	10,987.00	11,205.00	Monthly
26	ASSISTANT DIRECTOR - MAINT & OPERATIONS NETWORK & PROGRAM MANAGER	8,654.00	9,002.00	9,361.00	9,736.00	10,126.00	10,529.00	10,740.00	10,954.00	11,176.00	11,398.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $618 after ten (10) years of service with AUHSD
4% plus $1839 additional after fifteen (15) years of service with AUHSD
7% plus $3,386 additional after twenty (20) years of service with AUHSD
10% plus $4,416 additional after twenty-five (25) years of service with AUHSD
12% plus $4,416 additional after thirty (30) years of service with AUHSD

* Overtime Exempt
** Ten Month Employees

ANAHEIM UNION HIGH SCHOOL DISTRICT
MID-MANAGERS ASSOCIATION
2021/2022 SALARY SCHEDULE
Effective 7/1/21 - BOT Approved 4/7/22 - REVISED - 1/19/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
2	PLANT MANAGER I	4,721.00	4,892.00	5,082.00	5,275.00	5,472.00	5,674.00	5,791.00	5,894.00	6,013.00	6,128.00	Monthly
3	** FOOD SERVICES SITE MANAGER I	4,820.00	5,007.00	5,198.00	5,401.00	5,611.00	5,831.00	5,944.00	6,059.00	6,178.00	6,296.00	Monthly
4	PLANT MANAGER II	4,943.00	5,129.00	5,321.00	5,522.00	5,736.00	5,955.00	6,065.00	6,182.00	6,299.00	6,420.00	Monthly
5	**FOOD SERVICES SITE MANAGER II	5,050.00	5,250.00	5,450.00	5,667.00	5,884.00	6,111.00	6,235.00	6,358.00	6,481.00	6,608.00	Monthly
9	MAINTENANCE FOREMAN	5,526.00	5,744.00	5,971.00	6,204.00	6,450.00	6,697.00	6,830.00	6,966.00	7,102.00	7,242.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $572 after ten (10) years of service with AUHSD
4% plus $1703 additional after fifteen (15) years of service with AUHSD
7% plus $3,135 additional after twenty (20) years of service with AUHSD
10% plus $4,089 additional after twenty-five (25) years of service with AUHSD
12% plus $4,089 additional after thirty (30) years of service with AUHSD

* Overtime Exempt
** Ten Month Employees

ANAHEIM UNION HIGH SCHOOL DISTRICT
NON CLASSIFIED EMPLOYEES
2022/2023 SALARY SCHEDULE
Effective 1/1/22 - BOT Approved on 4/7/22 - Revised 1/19/23

	Position Title	SALARY	
	STUDENT WORKER WORKABILITY STUDENT	15.50	HOURLY
	INTERN - GENERAL (CLASSIFIED) PSYCHOLOGY INTERN (eff. 71/22) TUTOR	16.00	HOURLY
	SUBSTITUTE INSTRUCTIONAL ASSISTANT/BABYSITTER	17.35	HOURLY
	VAPA PE: CHOREOGRAPHY-TECHNICIAN 1 VAPA PE: COLORGUARD-TECHNICIAN 1 VAPA PE: MUSIC-TECHNICIAN 1 VAPA PE: PERCUSSION/DRUMLINE-TECHNICIAN 1	20.00	HOURLY
	VAPA PE: CHOREOGRAPHY-TECHNICIAN 2 VAPA PE: COLORGUARD-TECHNICIAN 2 VAPA PE: MUSIC-TECHNICIAN 2 VAPA PE: PERCUSSION/DRUMLINE-TECHNICIAN 2	25.00	HOURLY
	VAPA PE: CHOREOGRAPHY-TECHNICIAN 3 VAPA PE: COLORGUARD-TECHNICIAN 3 VAPA PE: MUSIC-TECHNICIAN 3 VAPA PE: PERCUSSION/DRUMLINE-TECHNICIAN 3	30.00	HOURLY
	VAPA PE: CHOREOGRAPHY-LEAD VAPA PE: COLORGUARD-LEAD VAPA PE: MUSIC-LEAD VAPA PE: PERCUSSION/DRUMLINE-LEAD	40.00	HOURLY

*VAPA PE= VISUAL AND PERFORMING ARTS PROFESSIONAL EXPERT

Human Resources Division, Certificated Personnel

1. Resignations/Retirements, effective as noted:

Le, Jenny	Resignation	12/23/22
Martinez, Angelica	Resignation	12/23/22
Neal, Lance	Resignation	12/23/22

2. Employment:

A. Teacher(s)/Temporary:

		Column	Step
Crespo, Joshua	12/19/22	4	5
Foytek, Emily	1/10/23	3	1
Terriquez, Korrine	1/9/23	1	1

B. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Bedolla, Crystal	1/9/23
Carranza, Christopher	12/5/22
Danandeh, Nili Mae	1/10/23
Estigoy, Darrius	12/13/22
Garcia, Alex	12/22/22
Guevara Erazo, Luz Mary	1/9/23
Hernandez, Karina	1/9/23
Latham Bui, Lisa	12/21/22
Lee, Edward	11/15/22
Levoit, Stacey	12/7/22
Lopez Jr, Alejandro	12/12/22
McCullagh, Melissa	1/9/23
Nichols, Kevin	12/19/22
Penaloza Hernandez, Mariana	12/19/22
Rojas, Hunter	12/20/22
Suarez Tello, Alexander	1/9/23
Toczek, Gabrielle	12/7/22
Uhles, Karen	11/29/22

C. Counselor(s)/Temporary:

		Column	Step
Yasin, Husein	1/9/23	2	1

D. Day-to-Day Substitute Speech Language Pathologist(s), on an if and as needed basis, to be paid $45 per hour, effective as noted:

Villmer, Paula	12/2/22

E. Speech Language Pathologist(s)/Probationary:

		Column	Step
Black, Kelsey	12/20/22	3	1

F. Administrator Substitute, on an if and as needed basis, at the noted authorized salary per day, effective as noted:

McGhee, Joan	$690	1/9/23

G. Administrator Salary Placements, effective as noted:

		Range	Step
Flores-Ruiz, Claudia	1/17/23	22	4
Interim Assistant Principal, Senior High School			
Ruelas, Ryan	1/17/23	21	4
Interim Assistant Principal, Junior High School			

3. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2022-23, effective as noted: (General Funds)

Portillo, Aracely	9/20/22

B. American Speech-Language-Hearing Association (ASHA) Certificate of Competence Stipend, to be paid to the following individual(s), in the amount of $1,350, for an earned ASHA Certificate of Competence, effective as noted:

Black, Kelsey	12/20/22

C. California Speech-Language Pathology License Stipend, to be paid to the following individual(s), in the amount of $1,350, for an earned CA Speech-Language Pathology License, effective as noted:

Black, Kelsey	12/20/22
Usery, Catherine	1/9/23

D. National Board for Professional Teaching Standards Stipend (NBPTS), to the following individual(s) for an earned National Board Certification stipend, effective as noted:

Doherty, Michelle	1/9/23	$2,693

E. Doctorate Stipend, to be paid to the following individual(s) for an earned doctorate stipend, effective as noted:

Lieu, Daniel	1/9/23

F. Orange County Friday Night Live/Club Partnership Stipend, to be paid for the 2022-23 school year to the following individuals as noted: (Orange County Department of Education Grant Funds)

Alvarez, Veronica	$1,200
Banales, Catarina	$1,200
Collar, Jason	$1,200

Dunham, AJ	$1,200
Hawkins, Shelley	$1,200
Joy, Amy	$1,200
Resch, Nikki	$1,200
Sherman, Allan	$600
Ting, Cyndi	$600

G. OCDE Peer–Led Campaign, to be paid for the 2022-23 school year to the following individuals as noted, effective January 1, 2023: (General Funds)

Alvarez, Veronica	$1,200

H. Teacher Support Group Stipend, to be paid to the following individuals for the 2022-23 school year, to be paid monthly in the amount of $2,499 per participating teacher, effective August 8, 2022. (General Funds)

Morganstern, Geoff

I. Puente Counselors Stipend, for the 2022-23 year, for the following individuals, to be paid one half at the end of each semester. Total amount not to exceed $1,200 per individual. (Site Funds)

Alvarez, Veronica	Savanna High School
Cuellar, Amie	Anaheim High School
Dion, Candace	South Junior High School
Helen, Chung	Loara High School
Mounger, Lacie	Katella High School
Roberts, Diane	Orangeview Junior High School
Kretz, Cory	Western High School
Sarvi, Nasreen	Magnolia High School
Pena, Karen	Dale Junior High School

J. National Board for Professional Teaching Standards (NBPTS) Certification Incentive Program Stipend, for the 2021-22 year, for the following individuals, in the amount not to exceed $5,000 per individual. (NBCT Grant Funds)

Aguayo, Jairo
Alvarado, Jessica
Blackshear, Sherrita
Chaudry, Amtul Sabooh
Criner, Wendy
Duarte, Thomas
Fuentes, Jennifer
Kile, Ryan
Kim, Jeffrey
Kim, Virginia
Leang, Charlene
Meza, Susanna
Noh, Esther
Park, Andrew
Ramstetter, Michele
Reed, Angela

Serrano, Guadalupe
Smith, Jason
Tagler, Margaret
Wetrosky, Marina

4. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Acosta, Ashley	12/16/22
An, Lahee	12/14/22
Arredondo, Daniel	1/6/23
Blaney, Nicole	12/8/22
Cervantes, Yazmin	12/21/22
Cheguen, Hazel	12/9/22
Combs, Jessica	12/23/22
Garcia, Jessica	12/7/22
Hinrichs, Jessica	1/8/23
Hwang, Sara	10/14/22
Ibarra, Nathaniel	6/24/22
Jiang, Minghan	1/10/23
Lopez, Louie	12/14/22
Mendoza, Brian	12/9/22
Moore, Karen	1/6/23
Newmanwidosh, Amanda	12/14/22
Patington, Scott	11/28/22
Perkins, Talinda	12/10/22
Polezhaev, Katerina	12/23/22
Saners, Tranette	12/16/22
Smith, Kerrigan	12/27/22
Valencia, Maria	12/19/22
Wong, Kimberly	12/8/22

5. Extra Service Assignments, employment effective as noted:

Classified:

	Salary	Term	Effective
Anaheim			
Cortes II, Arturo Basketball, Assistant	$3,688	Season	11/1/22
Garcia, Befael Band, Assistant	$3,499	2nd Semester	1/9/23
Garcia, Breysi Band, Jazz	$1,689	2nd Semester	1/9/23
Gomez, Vincent Basketball	$4,621	Season	11/1/22
Harrison, Lisa Water Polo, Assistant	$3,328	Season	11/1/22

Ibarra, Jose Basketball, Assistant	$3,688	Season	11/1/22
Key, Martha Accompanist	$905	1st Semester	8/8/22
Key, Martha Accompanist	$905	2nd Semester	1/9/23
Martinez, Angel Basketball, Assistant	$3,688	Season	11/1/22
Medina Cruz, Fernando Wrestling, Assistant	$3,688	Season	11/1/22
Osorio, Denise Water Polo	$4,090	Season	11/1/22
Papandrea, Christina Dance, Assistant	$1,749	2nd Semester	1/9/23
Perez, Antonia Soccer, Assistant	$3,328	Season	11/1/22
Price, Diondre Basketball, Assistant	$3,688	Season	11/1/22
Ramirez, John Wrestling, Assistant	$3,688	Season	11/1/22
Vargas, Ernesto Wrestling	$4,621	Season	11/1/22
Vega Krebs, Christopher Color Guard	$2,996	1st Semester	8/8/22
Vega Krebs, Christopher Color Guard	$2,996	2nd Semester	1/9/23
Vega Maciel, Roberto Drill	$2,996	2nd Semester	1/9/23
Zendejas, Sandy Cheer	$2,999	2nd Semester	1/9/23
<u>Ball</u> Castillo, Jesus Soccer	$2,737	2nd Quarter	10/24/22
Castillo, Jesus Soccer	$2,737	3rd Quarter	1/9/23

Gonzales, Emily Basketball	$1,094.80	3rd Quarter	1/9/23
Lopez, Katheryn Journalism	$689	2nd Semester	1/9/23
Reyes, Gerardo Tennis	$2,737	2nd Quarter	10/24/22
Reyes, Gerardo Soccer	$2,737	3rd Quarter	1/9/23
Sohng, Eunyoung Accompanist	$689	2nd Semester	1/9/23
Villegas, Adelaida Basketball	$1,642.20	3rd Quarter	1/9/23
<u>Brookhurst</u> Marrero, Adolfo Cross Country	$2,737	3rd Quarter	1/9/23
Ramirez, Michael Soccer	$2,737	3rd Quarter	1/9/23
<u>Cypress</u> Alfajora, Karina Dance, Assistant	$583.16	2nd Semester	1/9/23
Baguioro, Jebbangelo Dance, Assistant	$583.16	2nd Semester	1/9/23
Baker, Kristen Softball, Asst./Lower Level	$3,688	Season	2/5/23
Belmares, Annalise Cheer	$1,499.50	2nd Semester	1/9/23
Butsumyo, Russell Basketball, Asst./Lower Level	$2,950	Season	11/1/22
Gallagher, Aimee Accompanist	$905	2nd Semester	1/9/23
Halcomb, Nicholas Dance, Assistant	$583.16	2nd Semester	1/9/23
Hoang, Canh Benny Basketball, Asst./Lower Level	$737.60	Season	11/1/22
Mitchell, Derek Basketball	$4,621	Season	11/1/22

Paige, Cameron Basketball, Asst./Lower Level	$2,950.40	Season	11/1/22
Rivera, Nicole Basketball, Asst./Lower Level	$3,688	Season	11/1/22
Takimoto, Curtis Basketball, Asst./Lower Level	$3,688	Season	11/1/22
Thompson, Terry Softball	$4,621	Season	2/5/23
Wong, Thomas Basketball, Asst./Lower Level	$2,950	Season	11/1/22
Katella			
Cobian Mejia, Erik Cheer	$2,049.26	1st Semester	8/8/22
Garcia, Daniel Drill	$5,992	2nd Semester	1/9/23
Luis Mendez, Dennis Soccer, Asst./Lower Level	$3,328	Season	11/1/22
Zachary, Felicity Basketball, Asst./Lower Level	$3,688	Season	11/1/22
Kennedy			
Aguilar, Nancy Drill	$2,996	2nd Semester	1/9/23
Barragan, Marcel Band, Assistant	$1,749	2nd Semester	1/9/23
Cozine, Derek Color Guard	$100	2nd Semester	1/9/23
Getz, Stephanie Band	$100	2nd Semester	1/9/23
Hansberger, Aria Cheer, Assistant	$1,499.50	2nd Semester	1/9/23
Harvey, Jalen Band	$100	2nd Semester	1/9/23
Hull, Brittany Cheer, Assistant	$1,499.50	2nd Semester	1/9/23

Johnson, Benjamin Band, Assistant	$100	2nd Semester	1/9/23
Joyce, Ryan Band	$100	2nd Semester	1/9/23
Kim, Noel Accompanist	$100	2nd Semester	1/9/23
King, Nathan Band	$100	2nd Semester	1/9/23
Kuhl, Douglas Dance* *REVISED	$2,045*	1st Semester	8/8/22
Kuhl, Douglas Dance	$1,749	2nd Semester	1/9/23
Malone, Patrick Band	$100	2nd Semester	1/9/23
Mann, Jonathan Accompanist	$100	2nd Semester	1/9/23
Morales, Janae Vocal	$2,045	2nd Semester	1/9/23
Parsons, Bernie Band	$100	1st Semester	8/8/22
Parsons, Bernie Band	$100	2nd Semester	1/9/23
Portillo, Amarilis Water Polo	$4,090	Season	11/1/22
Pun, Jeanette Drill	$100	2nd Semester	1/9/23
Salvatierra, Natalie Color Guard	$2,996	2nd Semester	1/9/23
Schmitz, Christopher Drill	$100	2nd Semester	1/9/23
Smith, Madison Cheer	$2,996	2nd Semester	1/9/23
White, Lilly Wrestling, Asst./Lower Level	$3,688	Season	11/1/22

Loara			
Ezell, Marissa Softball	$4,621	Season	2/5/23
Jiron, Tera Swimming	$3,688	Season	2/5/23
Notarangelo, Elizabeth Softball, Assistant	$3,688	Season	2/5/23
Magnolia			
Gonzalez, Nathan Football	$856.86	Season	11/1/22
Oxford			
Clark, Samuel Tennis	$2,737	2nd Quarter	10/24/22
Lee, Daniel Basketball	$2,737	2nd Quarter	10/24/22
Savanna			
Arevalos, Rudy Color Guard	$2,996	2nd Semester	1/9/23
Long, Destiny Dance, Assistant	$1,749.50	2nd Semester	1/9/23
Nakamura-Robinson, Tanner Cheer	$2,996	2nd Semester	1/9/23
Ruelas, Briana Soccer, Asst./Lower Level	$3,328	Season	11/1/22
Spence, James Basketball, Asst./Lower Level	$3,688	Season	11/1/22
Sycamore			
Key, Martha Accompanist	$689	2nd Semester	1/9/23
Walker			
Key, Martha Accompanist	$689	2nd Semester	1/9/23
Pickel, Degala Basketball, Assistant	$2,024	2nd Quarter	10/24/22
Western			
Agostini, Christopher Color Guard	$2,996	2nd Semester	1/9/23

Key, Martha Accompanist	$905	2nd Semester	1/9/23
Parsons, Bernie Band, Assistant	$1,749.50	2nd Semester	1/9/23
Redlawsk, Madison Dance, Assistant	$1,889.50	2nd Semester	1/9/23
Rivera, Hiram Drill	$2,996	2nd Semester	1/9/23
Taylor, Natasha Cheer	$2,996	2nd Semester	1/9/23

Human Resources Division, Classified Personnel

1. **Retirements/Resignations/Terminations, effective as noted:**

	Location:	**Effective**
Garcia Amezola, Daisy Health Services Technician	Anaheim High School	11/29/2022
Hernandez, Jordan Instructional Assistant – Behavioral Support	Lexington Jr. High School	12/23/2022
Kennedy-Cummings, Bronson Campus Safety Aide	Katella High School	01/20/2023
Limon, Jamie Food Services Manager I	Lexington Jr. High School	05/31/2023
Lowe, John II Technology Services Technician II	Kennedy High School	12/29/2022
Saldana Lopez, Azalie Instructional Assistant – Specialized Academic Instruction	Gilbert High School	12/22/2022
Slaughter, Tanisha Instructional Assistant – Behavioral Support	Savanna High School	01/09/2023
Zuniga, Natalie Instructional Assistant – Specialized Academic Instruction	Katella High School	10/13/2022

2. **Employment, effective as noted:**

	Range/Step:	**Effective:**
Permanent Employees:		
Barnett, Xavier ASB Accounting Technician	55/01	12/15/2022
Carpio, Yoseline Campus Safety Aide	41/03	01/09/2023
Casillas, Lauren Instructional Assistant – Specialized Academic Instruction	43/02	12/19/2022
Duran, Isidro Jr. Instructional Assistant – Bilingual (Spanish)	47/04	12/20/2022
Gonzalez, Daniel Jr. Instructional Assistant – Specialized Academic Instruction	43/01	12/12/2022

Gonzalez-Feig, Kathleen Instructional Assistant – Behavioral Support	51/01	12/07/2022
Guerrero, Jessica Board Member	01/01	12/09/2022
Huerta, Joseph Instructional Assistant – Specialized Academic Instruction	43/01	12/13/2022
Josef, Dan Technology Services Technician	57/03	01/04/2023
Laciste, Guadalupe Food Services Assistant I	41/01	01/09/2023
Moreno, Maria Office Assistant – Bilingual	47/04	01/09/2023
Perales, Celena Instructional Assistant – Specialized Academic Instruction	43/01	12/12/2022
Pisani, Andrew Instructional Assistant – Specialized Academic Instruction	43/01	12/19/2022
Rahmany, Masud Bus Driver	55/03	12/13/2022
Ramirez Avalos, Gustavo Campus Safety Aide	41/03	12/12/2022
Ramos, Jenny Food Services Assistant I	41/01	01/09/2023
Reyes, Ana Instructional Assistant – Bilingual (Spanish)	47/01	12/13/2022
Salas, Tiffanie Secretary – School Support	51/03	12/12/2022
Simpson, Mercedes Campus Safety Aide	41/03	12/13/2022
Velasquez, Tanya Office Assistant - Bilingual	47/01	01/09/2023

Promotions:

Burdick, Brandon Custodian	48/01	01/19/2023

Kneeskern, Ana Instructional Assistant – Behavioral Support	51/03	12/06/2022
Regino Aguilar, Saul Secretary – Registrar/Records (Bilingual)	53/01	12/21/2022
Salazar, Daniela Administrative Assistant - Bilingual	59/01	01/09/2023

Substitute Employees:

Ahn, Brian Intern	$16/Hr.	12/16/2022
Barron, Lucy Substitute Instructional Assistant – Bilingual	47/01	12/12/2022
Escobar, Jared Substitute Custodian	48/01	12/21/2022
Garcilazo, Dioscelina Substitute Campus Safety Aide	41/03	12/22/2022
Gray, Jack Substitute Bus Driver	55/01	12/15/2022
Ibarra, Andre Substitute Custodian	48/01	01/06/2023
Ortiz, Jacob Substitute Custodian	48/01	12/21/2022
Perez, Oscar Jr. Substitute Custodian	48/01	12/22/2022
Perez-Delgado, Jerry Substitute Custodian	48/01	12/21/2022
Reyes, Cesar Substitute Custodian	48/01	12/21/2022
Sadat, Mohammad Substitute Custodian	48/01	01/06/2023
Santiago, Joshua Substitute Custodian	48/01	01/06/2023
Vasquez, Karina Substitute Instructional Assistant – Adult Transition	51/01	01/09/2023

Vasquez, Karina Substitute Instructional Assistant – Behavioral Support	51/01	01/09/2023
Vasquez, Karina Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	01/09/2023
Vasquez, Karina Substitute Instructional Assistant – Specialized Academic Instruction	43/01	01/09/2023

3. **Workability, current minimum wage or stipend of $256 effective as noted:**
(Workability Grant Funds)

	Effective
Alzualde Sequeira, Douglas	01/09/2023
Carrigan, Kevin	01/09/2023
Monroy Castillo, Sarai	01/10/2023

4. **Food Service Student Workers**

	Effective
Luu, Katherine	12/08/2022

5. **Pay adjustments for the following military instructors for the JROTC/NJROTC program unless otherwise noted by military contract, effective as noted:**

	Salary	**Effective**
Pearce, Jerry	$9,293.49	12/01/2022

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, November 17, 2022

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Jabbar called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:00 p.m.

Present: Al Jabbar, president; Katherine H. Smith, assistant clerk; Annemarie Randle-Trejo and Anna L. Piercy, members; Jaron Fried, Ed.D., and Nancy Nien, Ph.D., assistant superintendents; Robert Saldivar, executive director; and Karl H. Widell, District counsel.

Absent: Brian O'Neal, clerk; Michael B. Matsuda, superintendent; and Brad Jackson, assistant superintendent.

2. ADOPTION OF AGENDA

Staff requested the following amendment to the agenda:

- Replace Exhibit SS to reflect the correct number of school days missed for the Kennedy High School field trip.

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees Piercy, Randle-Trejo, Smith, and Jabbar
Absent: Trustee O'Neal

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:05 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 6:00 p.m.

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

Student Representative to the Board of Trustees Omkar Katre 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 Assistant Clerk Smith reported the following actions taken during closed session.

5.3.1 No reportable action taken regarding anticipated litigation.

5.3.2 The Board of Trustees unanimously approved the settlement agreement in OAH Case No. 2022070633, resolving all issues in Student's due process complaint by amending student's IEP and providing reimbursements.

5.3.3 The Board of Trustees unanimously approved the settlement agreement with Student, providing funding for tuition and fees in lieu of Student's IEP.

5.3.4 No reportable action taken regarding negotiations.

5.3.5 No reportable action taken regarding personnel.

5.3.6 The Board of Trustees unanimously voted to dismiss employee HR-2022-23-04.

5.3.7 The Board of Trustees unanimously voted to accept the agreement with employee HR-2022-23-06.

5.3.8 The Board of Trustees unanimously approved the agreement for the stipulated expulsion of student 22-04.

5.3.9 The Board of Trustees unanimously approved the expulsion of student 22-11.

6. RECOGNITIONS

6.1 ***Kindness Matters Awards***

Celebrating kindness is a valued quality and a priority of the Board of Trustees. It is acknowledged that even the smallest acts of kindness by a single person have the power to change the lives of our students and community. With this in mind, the Board of Trustees began this recognition in 2011 honoring students, parents, District employees, and community members for their acts of kindness. All individuals recognized were nominated by a student, staff member, or community member and selected by the Kindness Matters Committee.

The Board of Trustees honored the following individuals:

Zineh Abu Khalaf	Bilingual Instructional Assistant	District
David Alcala	Senior Administrative Assistant	CVA
Terry Burdick	Custodian	CVA/Dale
Sharon Coffee	Teacher	Cypress
Jenifer Coleman	Teacher	Kennedy
Lisa Cruz	Senior Administrative Assistant	Savanna
Melanie Crystal Garcia Ramirez	Student	Anaheim
Katelyn Garton	Speech Language Pathologist	Cypress
Craig Herrick	Teacher	Cypress
Natalia Nguyen	Student	Cypress
Aracely Portillo	Teacher	Savanna
Paola Rosenberg	Teacher	Kennedy

Valerie Salce	Teacher	Savanna
Hayleigh Smith	Student	Kennedy
Amanda Verzani	Student	Cypress
Linda Wong	Parent	Oxford Academy

6.2 ***Perfect Attendance Awards***

The Anaheim Union High School District values and appreciates perfect attendance of employees. It has become the District's tradition to recognize and applaud, on an annual basis, staff members who have perfect attendance.

Consequently, a Red Apple Award will be sent to each employee of the District with perfect attendance for the 2021-22 year. A Gold Apple Award will be sent to each employee with three consecutive years of perfect attendance.

Congratulations to staff who have earned this coveted recognition as indicated on the exhibit.

7. REPORTS

7.1 ***Student Representative's Report***

Student Representative to the Board Omkar Katre reported on Districtwide events such as the Beyond the Grave Dance at Anaheim High School, Gratefulness Tree at Cambridge Virtual Academy, La Opera Night at Gilbert High School, Talent Show at Cypress High School, and many more.

7.2 ***Student Speakers***

There were no requests to speak.

7.3 ***Reports of Associations***

Grant Schuster, ASTA president, announced that there is a tentative agreement, which shows the gratitude and appreciation that the District feels for its employees. Bargaining units came together as one during the process. He also thanked and acknowledged Trustee Jabbar for his representation and support.

Hilda Vazquez, ALTA president, stated that students and staff are looking forward to the Thanksgiving break. She highlighted several events across the District such as Day of the Dead celebrations, Band Spectacular, and TUPE Spirit Week. Additionally, she thanked Trustee Jabbar for his leadership and commitment.

7.4 ***Parent Teacher Student Association (PTSA) Report***

Jessie Alvarez, PTSA president, reported on the PTA Reflections Gallery event in which 230 entries were submitted. The winners will be submitted to the county level. She expressed her gratitude for the District's support.

8. PRESENTATIONS

8.1 ***North Orange County Regional Occupational Program (NOCROP)***

Background Information:
Through a Joint Powers Agreement with the District, North Orange County Regional Occupational Program ROP (NOCROP) offers coursework in over a dozen Career and Technical Education pathways throughout the District. NOCROP provides instructors, curriculum, work-based learning experiences, and more to students to prepare them for their future careers.

Current Consideration:
NOCROP provided a presentation updating the Board on its partnership with the District and listen to student testimonials.

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 ***Work Experience Opportunity at Magnolia Agriscience Community Center (MACC)***

Background Information:
In the spring of 2022, the District held the grand opening and ribbon-cutting for the Magnolia Agriscience Community Center (MACC) at Magnolia High School. The MACC has been designed to help address the food desert impacting families in Anaheim and to provide access and education to the community to improve environmental, health, as well as policy outcomes. During the summer of 2022, the District collaborated with the City of Anaheim to utilize grant funding from the Californian's For All Youth Jobs Corp program to employ 10 students to work at the MACC, at an hourly wage and for 30 hours a week. The purpose of the grant was to provide opportunities for the youth to gain critical job skills while making a positive, lasting impact in their communities, and enhance the capacity of the community to address challenges in the key areas such as food insecurity.

Current Consideration:
District staff and a student from the MACC presented on the outcomes of the work experience opportunity at the MACC and how we will continue to sustain the work through the Community Schools Model.

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.

9. PUBLIC COMMENTS, OPEN SESSION ITEMS

9.1 Linda Martinez, District parent, thanked city of Anaheim councilmembers for donating to Sycamore Junior High School's Band program. She also stated there is a need for more

academic counselors and social workers. Lastly, she shared her concerns about student safety at Anaheim High School.

9.2 Mazatl Tepehyolotzin, Anaheim High School alumni, spoke in support of item 10.8.

10. ITEMS OF BUSINESS

EDUCATIONAL SERVICES

10.1 ***School-Sponsored Student Organizations***

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

Current Consideration:
The following schools have submitted school-sponsored student organization applications:

10.1.1 Centurion Student Investigations (CSI) Club, Cypress High School
10.1.2 Ethics Bowl Club, Cypress High School
10.1.3 International Youth Neuroscience Association (IYNA), Cypress High School
10.1.4 Mindful Money, Cypress High School
10.1.5 You Are Not Alone (YANA), Katella High School
10.1.6 Baile Folklorico, Magnolia High School
10.1.7 Building Bridges, Magnolia High School
10.1.8 Magnolia Dance Appreciation (MDA), Magnolia High School
10.1.9 Dungeons and Dragons Club, Savanna High School
10.1.10 AVID, Ball Junior High School

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

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school-sponsored organization applications.

The student representative to the Board of Trustees, Omkar Katre, cast his preferential vote for the school-sponsored organizations.

RESOLUTIONS

10.2 ***Resolution No. 2022/23-E-08, Day of the Special Educator***

Background Information:
Day of the Special Educator is a day observed throughout the nation to recognize the anniversary of the signing of the nation's first federal special education law by Gerald R. Ford on December 2, 1975. National Special Education Day was first celebrated in 2005, and that year marked the 30th anniversary of the Individuals with Disabilities Education Act (IDEA).

Current Consideration:
The District will acknowledge Day of the Special Educator, December 2, 2022, and will encourage all staff to celebrate the students, families, and educators who ensure that students with disabilities have equal access to a free and appropriate public education.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2022/23-E-08. The roll call vote follows.

Ayes: Trustees Piercy, Randle-Trejo, Smith, and Jabbar
Absent: Trustee O'Neal

Public Comment

Rana Hassan spoke in support of item 10.3 and the importance of its adoption.

10.3 ***Resolution No. 2022/23-E-09, International Mother Language Day***

Background Information:
International Mother Language Day (IMLD) is an international day celebrated every year on February 21. The United Nations Educational, Scientific and Cultural Organization (UNESCO) declaration in November of 1999 acknowledged the diversity of the people around the world who speak in an estimated 7,000 distinct languages. The UNESCO resolution asserted that by observing IMLD every year, not only would it promote linguistic diversity and plurilingual education, but it would also develop awareness about linguistic and cultural traditions.

Current Consideration:
The District will acknowledge February 21, 2023, as International Mother Language Day. The Board will recognize that the District pursues plurilingualism as a means of promoting, protecting, as well as preserving diversity of languages and cultures.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2022/23-E-09. The roll call vote follows.

Ayes: Trustees Piercy, Randle-Trejo, Smith, and Jabbar
Absent: Trustee O'Neal

BUSINESS SERVICES

10.4 ***Consulting Agreement, Eric Hall & Associates***

Background Information:
Eric Hall & Associates (EH&A) is an independently established business providing services to local educational agencies. EH&A provides facility planning and construction management, financial, and organizational solutions. Powered by former top superintendents and administrators for K-12 districts from across California, the team offers expertise in long-

range facilities master plans, architect and demographic consultant selection, classroom and school site enrollment capacity analysis, real estate advice, acquisition and site analysis, budgeting and funding solutions, as well as human resources studies and training programs.

Current Consideration:
The District has an interest in consulting services with EH&A for classroom and school site enrollment capacity analysis. EH&A will provide services as follows.

Phase I: Evaluation criteria, data collection, and School Efficiency Committee. (November 2022-December 2022)

Phase II: School Efficiency Committee evaluation, analysis, and reporting. (January 2023-December 2023)

Budget Implication:
The services will be provided at a cost of $97,800; this is an estimated cost and may be higher depending upon the demand for the hours of EH&A's time and engagement. Services will commence on November 18, 2022. (General Fund)

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.5 ***Selection of Lease-Leaseback Contractor for the Districtwide HVAC Replacements-RFP #2023-08***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Districtwide HVAC Replacement project, as previously approved by the Board of Trustees. Education Code Section 17406 is the LLB statute, which allows school districts to lease real property for the purpose of constructing buildings and improvements for district use during the term of the lease, and requires that title to the buildings and improvements vest in the District at the expiration of that term.

Current Consideration:
The District issued RFP #2023-08 inviting contractors to submit qualifications and proposals to perform the work associated with the subject project, and for preconstruction services. Staff received proposals from prequalified contractors. After a review of the submitted qualifications and proposals, and interviews of shortlisted firms, staff recommends to the Board of Trustees the selection of Scorpio Enterprises dba AireMasters Air Conditioning and AP Construction Group, Inc. dba Air Plus as the LLB contractors for the project, based on the fact it achieved the highest best value score pursuant to the criteria set forth in the RFP. Next, staff will commence negotiations with the selected contractor for preconstruction services, and for the final LLB Agreement, which will include the guaranteed maximum price (GMP), and other related costs.

Budget Implication:
There is no budget impact for the selection of the LLB contractors. The final LLB Agreement, which includes the GMP, and the Preconstruction Services Agreements, will be presented to the Board of Trustees for ratification at an upcoming Board meeting.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the selection of Scorpio Enterprises dba AireMasters Air Conditioning and AP Construction Group, Inc. dba Air Plus as the LLB contractors pursuant to RFP #2023-08, for the Districtwide HVAC Replacement project, and delegated authority to the assistant superintendent, Business to: (1) negotiate and enter into the LLB Agreement pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board, subject to minor revisions approved by staff and legal counsel; (2) negotiate and enter into a Preconstruction Services Agreement, subject to approval by staff and legal counsel; and (3) take all steps and perform all actions necessary to execute, as well as implement the LLB Agreement and the Preconstruction Services Agreement, and to take any actions deemed necessary to best protect the interest of the District, all subject to ratification by the Board of Trustees.

10.6 ***Consulting Agreement, Fiscal Crisis & Management Assistance Team (FCMAT)***

Background Information:
The District has contracted with The Fiscal Crisis & Management Assistance Team (FCMAT) to provide ASB Training. The District has on obligation to provide regular training to staff regarding ASB accounting, policies, and procedures.

Current Consideration:
The District desires to engage the services of FCMAT to provide professional development workshops to staff on the topics of ASB accounting, policies, and procedures. Services will be provided December 6, 2022.

Budget Implication:
The cost of these services will be for a total not to exceed $2,200, plus expenses. (General Fund)

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

EDUCATIONAL SERVICES

10.7 ***Revised Board Policy 8803.04 (5141.21), Administering Medication and Monitoring Health Conditions, First and Final Reading***

Background Information:
On April 7, 2022, the Board of Trustees approved the adoption of revised Board Policy 8803.04 (5141.21), Administering Medication and Monitoring Health Conditions.

Current Consideration:
Since the adoption of the revised policy, the fentanyl crisis has increased, particularly among school-aged children. Fentanyl is a synthetic opioid that is 50-100 times stronger than morphine. So-called Rainbow fentanyl, i.e., fentanyl-laced pills that look like candy in a variety of colors, shapes, and sizes, has resulted in the deaths of students during and outside school hours, including in Los Angeles and Orange counties. Naloxone hydrochloride is a lifesaving medication that can reverse overdose by blocking the effects of opioids like fentanyl. Pursuant to the Education Code, the District may stock opioid antagonists like naloxone hydrochloride to combat overdose. This revision to Board Policy 8803.04

(5141.21) would authorize the District to stock and administer opioid antagonists to be used in the event of a related emergency on campus. Various programs make such medications available to school sites at no charge.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board determined the fentanyl crisis constitutes an emergency pursuant to Bylaw 10311, allowing for policy adoption after a single read, and adopted revised Board Policy 8803.04 (5141.21), Administering Medication and Monitoring Health Conditions.

10.8 ***Educational Consulting Agreement, Jacque Nunez, Journeys to the Past***

Background Information:
Journey's to The Past is a Native American, family-owned, company that focuses on teaching that every culture is important and should be celebrated. Their unique programs take students on a journey into the lifestyle of the California Indian, in particular the Acjachemen Nation, which flourished in Southern California hundreds of years ago. Jacque Nunez shares through stories and songs her people's indigenous tools, instruments, games and clothing. She includes how American Indians preserve their culture today by participating in Intertribal Pow wows.

Current Consideration:
Jacque Nunez will host an assembly for Anaheim High School students. She will speak to students about cultural values of Indigenous people, history and stories of the people, as well as artistry values of Indigenous basket making. Services will be provided November 18, 2022, through December 31, 2022.

Budget Implication:
The total cost for these services is not to exceed $750. (Site Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the educational consulting agreement.

HUMAN RESOURCES

10.9 ***Revised Board Policy 8708, Sexual Harassment, Students, Second Reading***

Background Information:
Board Policy 8708, Sexual Harassment, Students, provides the procedure for students to make complaints alleging sexual harassment. The policy was last revised in 2020.

Current Consideration:
The Board of Trustees was requested to review the second reading of revised Board Policy 8708, Sexual Harassment, Students. The revised policy includes new contact information for complaint submission.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees reviewed and approved revised Board Policy 8708, Sexual Harassment, Students.

10.10 ***Revised Board Policy 6106; 6106-R, Sexual Harassment, Employees and Applicants, Second Reading***

Background Information:
Board Policy 6106; 6106-R, Sexual Harassment, Employees and Applicants, provides the procedure for District employees and applicants to make complaints alleging sexual harassment. The policy was last revised in 2020.

Current Consideration:
The Board of Trustees was requested to review the second reading of revised Board Policy 6106; 6106-R, Sexual Harassment, Employees and Applicants. The revised policy includes new contact information for complaint submission.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees reviewed and approved revised Board Policy 6106; 6106-R, Sexual Harassment, Employees and Applicants.

10.11 ***Memorandum of Understanding (MOU) with ASTA, Health and Welfare Program Changes for 2023***

Background Information:
From years 2009-10 to 2021-22 costs for health and welfare benefits have grown from $39.8 million per year to $61.2 million per year, which is an increase to the District of $21.4 million. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:
The District has negotiated this MOU with the Anaheim Secondary Teachers Association (ASTA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2023 plan year, which will take effect January 1, 2023. For calendar year 2023, the maximum District contribution to the blended super composite rate will be $17,022, which is an increase of $778, per employee from calendar year 2022.

Budget Implication:
The projected increase for all employee groups is projected to be $2 million, which for the 2023 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the MOU with ASTA for the 2023 health and welfare program.

10.12 ***Memorandum of Understanding (MOU) with APGA, Health and Welfare Program Changes for 2023***

Background Information:
From years 2009-10 to 2021-22 costs for health and welfare benefits have grown from $39.8 million per year to $61.2 million per year, which is an increase to the District of $21.4 million. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:
The District has negotiated this MOU with the Anaheim Personnel Guidance Associate (APGA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2023 plan year, which will take effect January 1, 2023. For calendar year 2023, the maximum District contribution to the blended super composite rate will be $17,022, which is an increase of $778, per employee from calendar year 2022.

Budget Implication:
The projected increase for all employee groups is projected to be $2 million, which for the 2023 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the MOU with APGA for the 2023 health and welfare program.

10.13 ***Memorandum of Understanding (MOU) with CSEA, Health and Welfare Program Changes for 2023***

Background Information:
From years 2009-10 to 2021-22 costs for health and welfare benefits have grown from $39.8 million per year to $61.2 million per year, which is an increase to the District of $21.4 million. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring,

and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:
The District has negotiated this MOU with the California School Employees Association (CSEA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2023 plan year, which will take effect January 1, 2023. For calendar year 2023, the maximum District contribution to the blended super composite rate will be $17,022, which is an increase of $778, per employee from calendar year 2022.

Budget Implication:
The projected increase for all employee groups is projected to be $2 million, which for the 2023 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the MOU with CSEA for the 2023 health and welfare program.

10.14 ***Memorandum of Understanding (MOU) with AFSCME, Health and Welfare Program Changes for 2023***

Background Information:
From years 2009-10 to 2021-22 costs for health and welfare benefits have grown from $39.8 million per year to $61.2 million per year, which is an increase to the District of $21.4 million. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:
The District has negotiated this MOU with the American Federation of State, County, and Municipal Employees (AFSCME) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2023 plan year, which will take effect January 1, 2023. For calendar year 2023, the maximum District contribution to

the blended super composite rate will be $17,022, which is an increase of $778, per employee from calendar year 2022.

Budget Implication:
The projected increase for all employee groups is projected to be $2 million, which for the 2023 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the MOU with AFSCME for the 2023 health and welfare program.

10.15 ***Memorandum of Understanding (MOU) with MMA, Health and Welfare Program Changes for 2023***

Background Information:
From years 2009-10 to 2021-22 costs for health and welfare benefits have grown from $39.8 million per year to $61.2 million per year, which is an increase to the District of $21.4 million. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:
The District has negotiated this MOU with the Mid-Managers Association (MMA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2023 plan year, which will take effect January 1, 2023. For calendar year 2023, the maximum District contribution to the blended super composite rate will be $17,022, which is an increase of $778, per employee from calendar year 2022.

Budget Implication:
The projected increase for all employee groups is projected to be $2 million, which for the 2023 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the MOU with MMA for the 2023 health and welfare program.

11. CONSENT CALENDAR

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 11.6, 11.8, and 11.17 pulled by Trustee Randle-Trejo. The roll call vote follows.

Ayes: Trustees Piercy, Randle-Trejo, Smith, and Jabbar
Absent: Trustee O'Neal

BUSINESS SERVICES

11.1 ***Agreement Amendment, Express Scripts, Inc.***

Background Information:
The Board of Trustees approved a contract with Express Scripts, Inc. (ESI) at the October 15, 2020, Board Meeting, to serve as the pharmacy benefit manager of the District's self-funded Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) medical plans.

Current Consideration:
The current contract stipulates that the District will pay ESI by wire, ACH transfer or pre-authorized debit within two days from the date of District's receipt of an ESI invoice. Failure to pay the amount due, by the date due, would incur interest at the rate of 1.5 percent per month or, if lower, the highest interest rate permitted by law. Due to the District's accounts payable process, and the Orange County Department of Education's limitations on ACH transfer, invoices have not been being paid consistent with the agreement. Fortunately, the District has not had the interest rate penalty imposed against it for late payments.
The Board of Trustees was requested to approve the agreement amendment that will allow the District to pay an ESI invoice by check, within seven business days of receipt. The changes to the billing and payment terms will help prevent late payments. The amendment shall be effective January 1, 2023.

Budget Implication:
There is no expense associated with this amendment and no budget implications.

Action:
The Board of Trustees approved the amended agreement.

11.2 ***Membership, Super Co-Op***

Background Information:
The Super USDA Foods Cooperative (Super Co-Op), is a California cooperative consisting of public school agencies for the purpose of obtaining USDA foods for school meals. Anaheim Union High School District is a member of the Super Co-Op with San Mateo-Foster City School District as the Lead Agency. Each year, by December 1, each member of the Super Co-Op must inform the Lead Agency of their intent to continue membership or assign their commodities to the California Department of Education's Food Distribution Program.

Current Consideration:
Anaheim Union High School District would like to continue its membership in the Super Co-Op for the 2023-24 year. This membership assigns the Lead Agency of the Super Co-Op with the authority to contract for USDA commodity processed foods and related services on behalf of the District. This one-year membership is for the 2023-24 year, renewable annually by the District's assistant superintendent, Business.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the membership with Super Co-Op.

11.3 ***Agreement Amendment, Orbach Huff & Henderson, LLP***

Background Information:
Orbach Huff & Henderson, LLP, provides specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at Orbach Huff & Henderson, LLP, specialize in legal issues related to school districts and are experts in many facilities matters.

Current Consideration:
The District desires to continue the agreement with Orbach Huff & Henderson, LLP, for legal consultation and services related to land use, environmental, energy, real estate, and facilities matters.

Budget Implication:
The amendment to the agreement will be increased by $50,000, for a total cost not to exceed $75,000. Services will be provided based on an hourly rate through June 30, 2024. (Measure H, Developer Fee Funds, and/or other funds as appropriate)

Action:
The Board of Trustees approved the agreement amendment.

11.4 ***Agreement Amendment, Twining Consulting***

Background Information:
Twining Consulting (Twining) has been providing geotechnical soils inspections and material testing services for the District's public works, renovation and the Division of the State Architect projects. The Board of Trustees approved an agreement amendment with Twining on June 17, 2021.

Current Consideration:
The District has an interest in continuing to utilize the services provided by Twining as required for the ongoing Measure H projects, and other construction work associated with the Maintenance and Facilities departments. An amendment to the agreement is required to increase and extend the services with Twining for ongoing projects. The firm has prior knowledge of the District's facilities, projects, and standard procedures.

Budget Implication:
The amendment to the agreement will be increased by $550,000, for a total cost not to exceed $2,300,000 through April 30, 2023. (Measure H Funds, Facilities Funds, Maintenance Funds, and various funds as appropriate)

Action:
The Board of Trustees approved the agreement amendment.

11.5 ***Award of Bid***

The Board of Trustees was requested to award the following bid.

Bid#	Service	Award	Amount
2023-07	Kennedy High School Savanna High School Exterior Lighting (Maintenance Funds)	Giannelli Electric	$688,688

Action:
The Board of Trustees awarded Bid No. 2023-07.

11.6 ***Piggyback Bid, Purchase Through Public Corporation or Agency***

Background Information:
The District is currently planning and/or bidding three track and field projects at Anaheim, Cypress, and Western high schools to address ongoing drainage issues, maintenance costs, limited watering restrictions, as well as poor condition issues that continue to impact and compete with the required nonstop playability of the fields.

An extensive and inclusive process was used to determine the standard for the Districtwide turnkey artificial turf solution. Ghataode Bannon Architects and District staff held multiple meetings with a committee of 25 key stakeholders (Committee) including athletic directors, maintenance staff, site and District administrators, to evaluate three of the largest and most commonly used manufacturers of artificial turf solutions. These manufacturers were all highly experienced and had completed successful installations ranging from high school fields to the National Collegiate Athletic Association (NCAA) and the National Football League (NFL).

The Committee visited local artificial fields selected by each manufacturer, which were of equal age and type, to compare, see, feel, and ultimately understand the variables amongst the different manufacturers to determine the best fit for the District. Every member was given the opportunity to provide a rank for each manufacturer based on scoring factors such as experience, product, installation, maintenance, and cost. The committee unanimously selected the solution provided by AstroTurf Corporation as the best overall choice for the District's artificial turf solution.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with AstroTurf Corporation, which provides for the purchase, warranty, installation, maintenance, and repair of synthetic surfaces for sports fields, running tracks, courts, playground, and land. All of the material including artificial turf, underlayment, cooling infill, track surfaces, equipment, installation, warranties, as well as related items and services, will be purchased utilizing DGS CMAS Number 4-20-00-0130A. The entire turnkey solution will be fulfilled and provided by the approved Authorized Reseller, Asphalt Fabric and Engineering, Inc.

The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100. This CMAS purchase is in the best interest of the District.

Budget Implication:
The cost is not to exceed the following. (Measure H, Facilities Funds, Maintenance Funds, and/or other funds as appropriate)

1. $1,530,864 for Anaheim High School
2. $1,530,308 for Cypress High School
3. $741,527 for Western High School

Action:
On the motion of Trustee Randle Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the purchase of materials, equipment, and labor necessary to install in-place the turnkey synthetic turf fields and tracks utilizing DGS's CMAS contract 4-20-00-0130A with the state approved Authorized Reseller, Asphalt Fabric and Engineering, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100.

11.7 ***Piggyback Bid, 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.

Riverside Unified School District School District-RFP 2017/18-11: Fresh Bread Products awarded to Gold Star Foods through June 30, 2023. The projected expenditures for the procurement of these products will be approximately $275,000 annually.

The use of this bid 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)

Action:
The Board of Trustees approved the use of Riverside Unified School District RFP 2017/18-11: Fresh Bread Products, pursuant to PCC 20118, for the purchase and delivery of fresh bread products and related items from Gold Star Foods, Inc., through June 30, 2023.

11.8 ***Piggyback Bid, Purchase Through Public Corporation or Agency***

Background Information:
The District uses ContentKeeper, for its content filter, which is in compliance with the Children's Internet Protection Act (CIPA). The District presently has capacity for 10 gigabytes per second (gbps) of traffic, but due to factors including 1:1 computing and increased use of online software, most days the District has the highest data use in the county. The District has a need to increase to 20 gbps.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with BorderLAN, Inc. The software, ongoing support, and services will be purchased utilizing DGS CMAS 3-19-70-3372B. Services will be provided through November 30, 2025, making them concurrent with existing licenses. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100.

Budget Implication:
The cost is not to exceed $137,119 for three years. (Various Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the purchase of software utilizing DGS's CMAS contract 3-19-70-3372B to BorderLAN, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100.

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

Action:
The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 or 17546.

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

Action:
The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

11.11 ***Donations***

Action:
The Board of Trustees accepted the donations as submitted.

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

Action:
The Board of Trustees ratified the reports October 4, 2022, through November 7, 2022.

11.13 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report October 4, 2022, through November 7, 2022.

11.14 **SUPPLEMENTAL INFORMATION**

11.14.1 ASB Fund, July 2022

11.14.2 Cafeteria Fund, August 2022

11.14.3 Enrollment, Month 2

EDUCATIONAL SERVICES

11.15 ***Memorandum of Understanding (MOU), SETI Institute***

Background Information:
The SETI Institute is a nonprofit scientific research and educational organization dedicated to exploring the nature of life in the universe and applying the knowledge to inspire and guide generations of people interested in astronomy. Since 2011, the SETI Institute has partnered with the NASA Airborne Astronomy Ambassador (AAA) program. The AAA program is focused on NASA's Stratospheric Observatory for Infrared Astronomy (SOFIA), the largest airborne observatory in the world. Over several years, District physics and earth science teachers have had the opportunity to fly on SOFIA. Participation in the past AAA programs included professional learning support, access to astrophysics curriculum to execute with their students, as well as an opportunity to interact with and learn from the scientists, engineers, and flight crew aboard SOFIA. Nine teachers have participated in the AAA program over the last three cycles.

Current Consideration:
The District would once again like to partner with the SETI Institute in order to continue to offer the AAA opportunity to teachers across the District. The purpose of the MOU is to establish an agreement between the Institute and the District that will foster development and delivery of science teacher professional learning, support classroom implementation of a NASA AAA science curriculum, enable measurement of student standard-based learning outcomes, as well as enable measurements of student attitudes toward Science, Technology, Engineering, and Mathematics (STEM), learning, and careers. Services will be provided November 17, 2022, through July 1, 2024.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the MOU.

11.16 ***Educational Consulting Agreement, Dr. Jose Paolo Magcalas***

Background Information:
In May of 2021, the Board of Trustees took action to adopt Resolution No. 2020/21-E-22, recognizing the importance Ethnic Studies has in the District, making Ethnic Studies a graduation requirement starting with the class of 2026. In March of 2022, the Board approved the consultant agreement with Dr. Jose Paolo Magcalas, a former District teacher, who helped create the first approved Ethnic Studies course in the District. The purpose of the consultant agreement was to help interested teacher participants build their capacity on the AUHSD Ethnic Studies Framework, along with an overview on the adopted Ethnic Studies courses in order to build their ability and in preparation to teach one of these Ethnic Studies courses.

Current Consideration:
The Board of Trustees is again requested to approve the consultant agreement with Dr. Jose Paolo Magcalas. The purpose of the consultant agreement will be to help further develop the capacity of our teachers teaching Ethnic Studies and those who plan to teach it during the 2023-24 year. The professional learning will include direct, hands-on, kinesthetic and dialogical instruction in the use of various pedagogical approaches to teaching Ethnic Studies. Services will be provided December 13, 2022, through June 30, 2023.

Budget Implication:
The total cost for these services is not to exceed $5,000. (Ethnic Studies Grant Funds)

Action:
The Board of Trustees approved the educational consulting agreement.

11.17 ***Agreement, Grant Award, California's Adolescent Literacy Initiative (CALI READS)***

Background Information:
The CALI Reads project is a U.S. Department of Education State Personnel Development Grant administered through the California Department of Education (CDE), Special Education Division, in partnership with the Napa County of Education (COE). The CALI Reads project will span five years: Spring 2019 through 2022-23 year.

Current Consideration:
District curriculum specialists along with staff from Ball, Brookhurst, Orangeview, and South junior high schools will receive ongoing literacy coaching, professional learning, and systems support for participating teachers and administrators, as well as annual project funds to support participation in CALI Read's activity. CDE and Napa COE awarded the CALI Reads grant to the District. The grant will focus on literacy to address the needs of striving learners, targeting students with disabilities (SWD). Services for the 2022-23 year are being provided July 1, 2022, through June 30, 2023.

Budget Implication:
The District will receive funds, goods, and services in the amount of $650,000 over the term of the grant. For the 2022-23 year, the grant amount is $25,500.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the grant award agreement.

11.18 ***Educational Consulting Agreement, Vicki Sundgren***

Background Information:
The District Summer Arts Academy, established in 2019, provides extended learning opportunities in visual and performing arts. Students participate in learning experiences at their school sites that enrich their arts education. Additionally, the summer musical brings together student actors, dancers, instrumentalists, and singers from across the District to perform a full-length musical production.

Current Consideration:
Vicki Sundgren has established a regional reputation as a recognized authority in theatrical special effects make-up. She provided services supporting the summer musical. Services were provided June 27, 2022, through July 2, 2022.

Budget Implication:
The total costs for these services are not to exceed $500. (Title IV Funds)

Action:
The Board of Trustees ratified the educational consulting agreement.

11.19 ***Individual Service Contracts***

Action:
The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

11.20 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee recommended the selected books for English and Science courses. The books have been made available for public view.

Action:
The Board of Trustees adopted the selected materials.

11.21 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in English, and science. 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, November 18, 2022, through December 13, 2022.

Action:
The Board of Trustees approved the display.

11.22 ***Field Trip Report***

Action:
The Board of Trustees approved/ratified the report, as amended prior to the adoption of the agenda.

HUMAN RESOURCES

11.23 ***2021-22 Williams Settlement Legislation Review Report***

Background Information:
The Orange County Department of Education (OCDE) conducts a semi-annual review of decile 1-3 schools based on the 2012 Academic Performance Index and school sites participating in the Quality Education Investment Act (QEIA) program to ensure compliance with Williams Settlement Legislation requirements. This process is conducted in addition to the District's submission of Williams Uniform Complaints reports, which summarize all complaints relative to the sufficiency of textbooks and instructional materials, maintenance of facilities, accuracy of data reported on School Accountability Report Cards (SARC), and compliance with teacher assignments.

Current Consideration:
According to Education Code Section 1240(2)(H), the findings of the review by OCDE must be publicly shared with the Board of Trustees. The reports, as provided, indicate any deficiencies during 2021-22 year, which were reported to school administrators for remediation.

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 report.

11.24 ***Agreement, American Red Cross***

Background Information:
The District utilizes health and wellness professionals to provide targeted programs and services that fulfill the mission and vision of the Well Done! employee wellness program. The American Red Cross will be conducting blood drives at District school sites.

Current Consideration:
Participation in the blood drive is voluntary. Information shared with the District will be aggregated and will not identify any single individual. Services will be provided January 1, 2023, through December 31, 2024.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the agreement.

11.25 ***Agreement, Chapman University, Communication Sciences and Disorders***

Background Information:
The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable professional experiences. This agreement provides the opportunity for Chapman University speech pathology interns to provide supervised support services to District students and staff. The District has had various agreements in place with Chapman University since 2013.

Current Consideration:
The agreement with Chapman University will provide for clinical training in the area of speech pathology. The agreement will be effective December 1, 2022, through December 31, 2027. University students will meet with District clinical supervisors (speech language pathologists) at the intern's assigned school site to be involved in the student's preparation for speech language pathology. This agreement provides opportunities for the student to observe, participate, and assist in the District's speech language pathology program. Clinical supervisors will model to the student effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. Due to the university's policy for executing agreements, this agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the agreement.

11.26 ***Agreement Amendment, School Psychology Supervised Unpaid Practicum and Internship Fieldwork, Chapman University***

Background Information:
The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within AUHSD school sites. The District has had a school psychology agreement in place with Chapman University since 2014.

Current Consideration:
University interns will have the opportunity to develop a broad range of experiences including, but not limited to, research and program evaluation, interventions and mental health services, data-based decision making and accountability, legal, ethical, and professional practice, as well as preventive and responsive services. Additionally, professional attire, development, and conduct will be reviewed. The agreement amendment updates Attachment A. The agreement effective dates will remain as January 1, 2020, through July 31, 2025.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees ratified the agreement amendment.

11.27 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

11.28 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

11.29 ***Conferences and/or Meetings***

It was recommended that the Board of Trustees ratify and/or approve the attendance to the following conference for the superintendent with payment of necessary expenses (registration, travel, hotel, parking, taxi, etc.)

National League of Cities Summit, November 17-19, 2022, Kansas City, Missouri, at a cost not to exceed $1,500. The Kauffman Foundation will reimburse all travel costs. (General Fund)

Action:
The Board of Trustees ratified the superintendent's attendance to the conference.

11.30 ***Board of Trustees' Meeting Minutes***

11.30.1 September 13, 2022, Regular Meeting

11.30.2 October 13, 2022, Regular Meeting

Action:
The Board of Trustees approved the minutes as submitted.

12. SUPERINTENDENT AND STAFF REPORT

Dr. Fried verbalized his gratitude towards Trustee Jabbar for his leadership, service, and support to the community, as well as wished everyone a Happy Thanksgiving.

Dr. Nien thanked Trustee Jabbar for the support and the impact he has had on all those he has worked with.

Mr. Widell shared his appreciation for the work Trustee Jabbar has done as Board president and wished all a Happy Thanksgiving.

Mr. Saldivar acknowledged all the work Trustee Jabbar has done for the community and the District. In addition, he wished everyone a Happy Thanksgiving.

13. BOARD OF TRUSTEES' REPORT

Trustee Piercy reported she attended the USDA/CDE visit to the Magnolia Agriscience Community Center (MACC), Fun Run at Lexington Junior High School, Loara-Ball Drone Pathway Ribbon Cutting Ceremony at Loara High School, and spoke about the Sycamore Junior High School Fishing Trip. She also wished Trustee Jabbar good luck in the future and applauded his commitment to the District throughout his nine years of service.

Trustee Randle-Trejo indicated she attended the Loara-Ball Drone Pathway Ribbon Cutting Ceremony at Loara High School, GASELPA Board Meeting, Band Spectacular, Coffee with the Principal at Hope School, NOCROP Board Meeting, OCDE Teacher of the Year Dinner, City of Anaheim Fall Festival and Halloween Parade, and wished everyone a Happy Thanksgiving. In addition, she expressed it has been great watching Trustee Jabbar make an impact in the community.

Trustee Smith said she attended the Loara-Ball Drone Pathway Ribbon Cutting Ceremony at Loara High School, as well as stated she is very thankful for Trustee Jabbar. She also wished all a Happy Thanksgiving.

Dr. Fried shared, on behalf on Trustee O'Neal, that he is thankful for Trustee Jabbar's devotion to his role as Board member and has made a difference in improving the education of the students.

Trustee Jabbar reported he attended the USDA/CDE visit to the MACC and the City of Anaheim Fall Festival and Halloween Parade. He thanked the Board for their work and putting students at the forefront, as well as expressed it has been an honor to have served on the Board.

14. **ADVANCE PLANNING**

14.1 ***Future Meeting Dates***

The annual organization meeting of the Board of Trustees is set to be held on Tuesday, December 13, 2022, at 6:00 p.m.

14.2 ***Suggested Agenda Items***

There were no suggested agenda items.

15. **ADJOURNMENT**

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 8:48 p.m.

Approved _____
Clerk, Board of Trustees