

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

**NOTICE OF REGULAR AND ORGANIZATIONAL MEETING**

Date: December 6, 2013

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

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

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

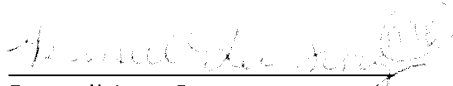
Thursday, the 12<sup>th</sup> day of December 2013

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

**Study Session-2:00 p.m.**

**Closed Session-4:00 p.m.**

**Regular Meeting-6:00 p.m.**

  
\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent, Human Resources  
(Superintendent Designee)

**BOARD OF TRUSTEES**  
**Agenda**  
**Thursday, December 12, 2013**  
**Study Session–2:00 p.m.**  
**Closed Session–4:00 p.m.**  
**Regular Meeting–6:00 p.m.**

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Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 N. Crescent Way in Anaheim, California. The office is open from 7:45 a.m. to 4:30 p.m., Monday through Friday, and is closed for most of the federal and local holidays. These materials are also posted with the meeting agenda on the District website, [www.auhsd.us](http://www.auhsd.us), at the same time that they are distributed to the Board of Trustees.

*Meetings are recorded for use in the official minutes.*

- |    |                                 |                                |
|----|---------------------------------|--------------------------------|
| 1. | <b>CALL TO ORDER–ROLL CALL</b>  | <b><i>ACTION ITEM</i></b>      |
| 2. | <b>ADOPTION OF AGENDA</b>       | <b><i>ACTION ITEM</i></b>      |
| 3. | <b>FACILITIES STUDY SESSION</b> | <b><i>INFORMATION ITEM</i></b> |

A study session regarding District facilities will be provided.

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|----|--|--------------------------------|
| 4. | <b>PUBLIC COMMENTS, CLOSED SESSION ITEMS</b> | <b><i>INFORMATION ITEM</i></b> |
|----|--|--------------------------------|

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 (5) 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.

- |    |                       |                                       |
|----|-----------------------|---------------------------------------|
| 5. | <b>CLOSED SESSION</b> | <b><i>ACTION/INFORMATION ITEM</i></b> |
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The Board of Trustees will meet in closed session for the following purposes:

- 5.1 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Dr. Sevillano, Mrs. Poore, and Mr. Lee-Sung regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), and California School Employees Association (CSEA).
- 5.2 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.
- 5.3 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment–assistant principals, senior high schools.
- 5.4 To consider matters pursuant to Education Code Section 48918: Expulsion of students 13-04, 13-05, 13-06, 13-07, 13-08, 13-11, 13-12, 13-13, 13-14, and 13-15.

6. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT**

***INFORMATION ITEM***

6.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

6.2 **Pledge of Allegiance and Moment of Silence**

Student Representative to the Board of Trustees Mr. Ibrahim Bharmal will lead the Pledge of Allegiance to the Flag of the United States of America and provide the moment of silence.

6.3 **Closed Session Report**

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

7. **INTRODUCTION OF GUESTS**

***INFORMATION ITEM***

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

In addition, Board of Trustees' President Mr. Brian O'Neal will introduce dignitaries in attendance.

8. **RECOGNITION**

***INFORMATION ITEM***

**Anaheim Secondary Council Parent/Teacher Association (ASCPTA) Reflections Winners**

Each year, the PTA Reflections program challenges students to create art inspired by a specific theme. This year's theme is "Believe, Dream, Inspire." Students submit entries to local PTA or PTSA units. Nationally, the program consists of six (6) areas of the arts: dance choreography, film production, literature, musical composition, photography, and visual arts. The following students are being recognized for their outstanding work and as Anaheim Secondary Council-level PTA Reflections award recipients. Their work will be forwarded to the Fourth District PTA to compete in the Regional PTA Reflections program.

- Aime Armosilla, Savanna High School-Film
- Asher Boulton, Lexington Junior High School-Film
- Candice Brown, Cypress High School-Literature
- Liliana Burns, Oxford Academy-Literature
- Ji Hyeong Cha, Oxford Academy-Visual Arts
- Leah Claspell, Cypress High School-Photography
- Janet Doan, Oxford Academy-Visual Arts
- David Pineda, Katella High School-Visual Arts
- Samantha Shaw, Lexington Junior High School-Dance
- Kaitlyn Wallace, Lexington Junior High School-Photography
- Andrew Winter, Cypress High School-Dance
- Peter Yang, Oxford Academy-Music

9. **REPORTS**

**INFORMATION ITEM**

9.1 **Principals' Report**

Dr. Cheryl Lew, principal, Hope School, will present a report on the continuum of assessment.

9.2 **Greater Anaheim Special Education Local Plan Area (GASELPA) Report**

Mr. Brad Jackson, director, Special Youth Services, and Dr. Frank Donovan, executive director, GASELPA, will provide a GASELPA update and its current partnership with the District.

9.3 **Student Representative's Report**

Mr. Ibrahim Bharmal, student representative to the Board of Trustees, will report on school activities throughout the District.

9.4 **Reports of Associations**

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

9.5 **District Highlights**

Public Information Officer Ms. Pat Karlak will present highlights of events throughout the District.

10. **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 (5) 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.

11. **ELECTION OF OFFICERS**

**ACTION ITEM**

The Board of Trustees is requested to participate in a brief discussion on the election process prior to the nomination and selection of Trustees for the listed positions.

11.1 **President of the Board of Trustees**

Staff Recommendation:

It is recommended that the Board of Trustees nominate and select a Trustee for the position of president of the Board of Trustees. In the event that a new president is elected, Mr. O'Neal will hand the gavel over to the newly elected president, who will conduct the remainder of the meeting.

11.2 **Clerk of the Board of Trustees**

Staff Recommendation:

It is recommended that the Board of Trustees nominate and select a Trustee for the position of clerk of the Board of Trustees.

11.3 **Assistant Clerk of the Board of Trustees**

Staff Recommendation:

It is recommended that the Board of Trustees nominate and select a Trustee for the position of assistant clerk of the Board of Trustees.

12. **APPOINTMENTS TO THE BOARD OF TRUSTEES**

**ACTION ITEM**

12.1 **Secretary**

Staff Recommendation:

It is recommended that the Board of Trustees appoint the superintendent as the secretary of the Board of Trustees.

12.2 **Assistant Secretary**

Staff Recommendation:

It is recommended that the Board of Trustees appoint the assistant superintendent, Business Services, as the assistant secretary of the Board of Trustees.

12.3 **Parliamentarian**

Staff Recommendation:

It is recommended that the Board of Trustees appoint the District counsel as the parliamentarian of the Board of Trustees.

12.4 **Chief Negotiator**

Staff Recommendation:

It is recommended that the Board of Trustees appoint the assistant superintendent, Human Resources, as the chief negotiator of the Board of Trustees.

13. **ESTABLISH DAY AND HOUR FOR REGULAR SCHOOL BOARD MEETINGS**

**ACTION ITEM**

The Board of Trustees is requested to determine the calendar for the 2014 regular school Board meetings. Regular meetings will be held on Thursdays, with the exception of two (2) dates as listed on the exhibit, and all with a start time of 6:00 p.m. for open session. Additionally, three (3) study sessions are scheduled on Thursday, February 6, 2014, Thursday, May 1, 2014, and a facilities tour in November. The start time for the study sessions will be determined at a later date.

Staff Recommendation:

It is recommended that the Board of Trustees review the dates provided and establish the schedule for the 2014 regular and special school Board of Trustees' meetings. **[EXHIBIT A]**

14. **ROBERT'S RULES OF ORDER NEWLY REVISED, 11<sup>th</sup> EDITION**

**ACTION ITEM**

Staff Recommendation:

It is recommended that the Board of Trustees use *Robert's Rules of Order Newly Revised, 11<sup>th</sup> Edition*, for conducting the business of the District.

15. **BOARD OF TRUSTEES' APPOINTMENTS TO COMMITTEES** **ACTION ITEM**

Staff Recommendation:

It is recommended that the Board of Trustees review the various committees, as listed on the exhibit, reach a consensus on which Trustee will participate on the various committees and approve the appointments to all committees with one (1) vote. **[EXHIBIT B]**

16. **ITEMS OF BUSINESS**

**SUPERINTENDENTS OFFICE**

16.1 **California School Boards Association (CSBA) Delegate Assembly Nominations** **ACTION ITEM**

Background Information:

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts and county offices, as well as the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state.

Current Consideration:

The Board of Trustees is requested to consider nominations for representatives to the California School Boards Association (CSBA) Delegate Assembly. Due to the size of the Anaheim Union High School District, one (1) of its Board members is selected annually, at the organizational meeting in December, to serve on the CSBA Delegate Assembly.

This item is to consider nominating an additional Board member, or members, from the District, and/or from another district within Region 15, to run for election to the CSBA Delegate Assembly. The term of office is April 1, 2014, through March 31, 2016. The Board may nominate as many individuals as it chooses, but must submit a letter of nomination, or a nomination form for each. In addition, all nominees must submit a required biographical sketch and nomination form. Nominations must be postmarked by Tuesday, January 7, 2014.

This item is not a duplicate of the aforementioned item, Board of Trustees' appointments to committees, and requires separate consideration by the Board.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees determine whether or not to nominate an additional Board member to run for election as a representative to the CSBA Delegate Assembly. **[EXHIBIT C]**

16.2 **Public Hearing, Trustee Area Maps** **INFORMATION ITEM**

Background Information:

On March 28, 2013, the Board authorized a demographic study to review voting patterns in Board of Trustee elections. On June 18 and July 11, 2013, the Board reviewed the findings from the demographic study and discussed implications associated with voting patterns related to Board elections. On October 10, 2013, the Board adopted Board Policy 10110, which directed a shift to by-trustee area elections. On November 1, 2013, the Board further reviewed and discussed proposed trustee-area boundaries. On November 7, 2013, the Board reviewed and chose several trustee-area maps to present to the community for public

input. On November 18, 19, and 20, 2013, community forums were held throughout the District to receive input directly from the community regarding the proposed trustee-area maps.

Current Consideration:

As part of the process for adopting trustee-area maps, the Board is required to hold a public hearing to receive direct input from the public regarding proposed trustee-area maps. Tonight is another opportunity for the community to provide both written and oral information to the Board regarding the proposed trustee-area maps. The Board's discussion regarding specific trustee-area maps and decision to adopt a specific trustee-area map is scheduled to occur during the first Board meeting in January.

Budget Implication:

There is no known implication to the budget at this time.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board, it is recommended that the Board of Trustees formally open the public hearing to provide the public an opportunity to speak on the proposed trustee-area boundaries.

16.3 **Demographic Study, Trustee Area Maps**

***INFORMATION ITEM***

Background Information:

On March 28, 2013, the Board authorized a demographic study to review voting patterns in Board of Trustee elections. On June 18 and July 11, 2013, the Board reviewed the findings from the demographic study and discussed implications associated with voting patterns related to Board elections. On October 10, 2013, the Board adopted Board Policy 10110, which directed a shift to by-trustee area elections. On November 1, 2013, the Board further reviewed and discussed proposed trustee area boundaries. On November 7, 2013, the Board reviewed and chose several trustee-area maps to present to the community for public input.

Current Consideration:

As part of the process for adopting trustee area maps, the Board hosted community forums that were moderated by the Dolinka Group to receive direct input from the community regarding the proposed trustee-area maps. The community forums were held on November 18, 2013, at Cypress High School; November 19, 2013, at Savanna High School; and November 20, 2013, at Katella High School. The community forums were run as an open house where four (4) stations were set up and facilitated by Dolinka personnel. Members of the community were free to move from station-to-station to review information, ask questions of Dolinka personnel, and provide input regarding the proposed trustee-area maps. Oral translations in several languages were provided as needed. Tonight, Mr. Ferchaw from the Dolinka Group will present to the Board a summary of the input that was obtained during the forum process. In addition to the collated summary, the Board will receive copies of the written input submitted during the community forums. The Board's discussion regarding specific trustee-area maps and decision to adopt a specific trustee-area map is scheduled to occur during the first Board meeting in January.

Budget Implication:

There is no known implication to the budget at this time.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board, it is recommended that the Board of Trustees receive the information provided and ask any questions.

**BUSINESS SERVICES DIVISION**

- 16.4 **Resolution No. 2013/14-B-04, Adjustments to Income and Expenditures, General Funds; Resolution No. 2013/14-B-05, Adjustments to Income and Expenditures, Various Funds; and the 2013-14 First Interim Report (Roll Call Vote)** **ACTION ITEM**

Background Information:

Education Code Section 42131 (a) (1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year. These certifications shall be based upon the Board's assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education, pursuant to Section 33127, of the District budget, as revised to reflect current information regarding the adopted state budget, district property tax revenues pursuant to Sections 95 to 100, inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certifications shall be classified as positive, qualified, or negative, as prescribed by the superintendent of public instruction for the purposes of determining subsequent actions by the superintendent of public instruction, the controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). These certifications shall be based upon the financial and budgetary reports required by Section 42130, but may include additional financial information known by the governing board to exist at the time of each certification. For purposes of this subdivision, a negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year, or two (2) subsequent fiscal years. A positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two (2) fiscal years.

Current Considerations:

In certifying the 2013-14 First Interim Report as positive, the Board of Trustees understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two (2) fiscal years. Due to the depletion of one-time revenue in 2014-15 and the volatility of California's economic recovery and uncertainty with education funding, the District will implement in 2014-15 approximately \$1 million in ongoing budget reductions and \$5 million in reductions in 2015-16 to maintain a positive certification. It is further recognized that the District will submit a detailed list of Board approved ongoing budget reductions, revisions, and/or fund transfers, with the 2013-14 Second Interim Report.

Budget Implication:

As part of the interim reporting process, budget adjustments are made to income, expenditures, and fund balances. Resolution No. 2013/14-B-04, Adjustments to Income and Expenditures, General Funds, and Resolution No. 2013/14-B-05, Adjustments to Income and Expenditures, Various Funds, authorizes budget adjustments per Education Code Sections 42602 and 42610.

Staff Recommendation:

1. It is recommended that the Board of Trustees adopt Resolution No. 2013/14-B-04 and Resolution No. 2013/14-B-05, by a roll call vote. **[EXHIBITS D and E]**



2. It is recommended that the Board of Trustees approve the positive certification of the 2013-14 First Interim Report that the District will meet its financial obligations.

**[EXHIBIT F]**

16.5 **Resolution No. 2013/14-B-06, Fund Balance Budget Adjustments**      **ACTION ITEM**  
**(Roll Call Vote)**

Background Information:

When the 2013-14 budget was developed the beginning fund balance was an estimated amount. This is because the 2012-13 fiscal year was not over, and the actual fund balance was not known. The ending fund balance for 2012-13 becomes the beginning fund balance for 2013-14. After the 2012-13 fiscal year is closed and the actual ending fund balance is known, then the 2013-14 beginning fund balance must be adjusted to match the 2012-13 actual ending fund balance amount. This resolution makes that adjustment.

Current Consideration:

This resolution makes adjustments to the 2013-14 budgets for the difference between the estimated 2013-14 beginning fund balances and the 2012-13 unaudited actual ending fund balances. This resolution affects all funds requiring an adjustment.

Budget Implication:

Budget impact varies depending on the fund and is shown within the resolution.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2013/14-B-06, by a roll call vote. **[EXHIBIT G]**

16.6 **Resolution No. 2013/14-B-07, Including Accounting Of Developer Fees Report**      **INFORMATION/ACTION ITEM**  
**(Roll Call Vote)**

Background Information:

Government Code Sections 66001(d) and 66006(b) require the District to make an annual accounting of the developer fees available to the public, and be reviewed by the Board of Trustees. These fees are recorded in the Capital Facilities Fund. These fees are received from new residential and commercial/industrial development to mitigate the impact of new development on school facilities of the District. The District is required to provide the following information for the prior fiscal year:

1. Amounts collected
2. Amounts of interest earned
3. Amount spent on projects to accommodate additional enrollment from new residential and commercial/industrial projects

Pursuant to statutory requirements, the District made the report available to the public not less than 15 days prior to the District's Board meeting. It is available in the Accounting Department.

Current Consideration:

The attached financial report is for the 2012-13 fiscal year developer fee activity that is to be made public and be approved by the Board.

Budget Implication:

There are no budget implications to this resolution. This is a reporting of developer fee financial information only.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution 2013/14-B-07, by a roll call vote. **[EXHIBIT H]**

16.7 **Resolution No. 2013/14-F-01, Developer Fee Deferral Request** ***ACTION ITEM***  
***(Roll Call Vote)***

Background Information:

In 2009, the Board of Trustees took action to implement a program to defer payment of school facilities impact fees on residential developments for the 2009 calendar year. Subsequently, the Board of Trustees extended the program for the 2010, 2011, 2012, and 2013 calendar years. The school fee deferral process was put into place to defer the collection of developer fees by the District from the planning stage of a development project until after the project had been completed and ready for occupancy. AUHSD is currently the only district in southern California with such a fee deferral program, per the Building Institute Association (BIA). Since the inception of the program, two (2) contractors have requested a deferral of developer fees.

Current Consideration:

The program to defer payment of school facilities impact fees on residential developments will expire on December 31, 2013.

Budget Implication:

Deferment of fees for 2013 totaled \$113,035.24, all of which is still pending payment.

Staff Recommendation:

It is recommended that the Board of Trustees discuss the extension of the school fee deferral process for the 2014 calendar year. The resolution should be adopted, by a roll call vote, if the Board of Trustees elects to extend the deferral of developer fees.

**[EXHIBIT I]**

16.8 **Public Utility Easement** ***ACTION ITEM***

Background Information:

The Southern California Edison Company (SCE) currently owns an electrical transformer on the property of Oxford Academy along Grindlay Street, which serves the school. The electrical transformer sits on a concrete slab within a fenced-in area. SCE is in need to expand service to AT&T for the provision of high speed internet and cable TV to the neighboring residential area and to Oxford Academy.

While SCE owns the transformer, it does not own the concrete pad and slab box upon which the transformer rests. It is standard for SCE to require that the pad and the slab box be conveyed for maintenance purposes once two (2) or more customers are being served from a transformer.

Current Consideration:

The easement and conveyance of the concrete pad and slab box will allow SCE to assume full responsibility for the maintenance of the energized structure. The location of the easement will not interfere with any future development on the campus. SCE is anticipated to record this permanent easement in December 2013, at no cost to the District. The work to energize and intercept the transformer for AT&T will be performed in January 2014, at no

cost to the District and will have no impact to the operation of the school. Any future maintenance, repairs, and graffiti abatement of the equipment will be the responsibility of SCE.

Budget Implication:

There are no budget implications.

Staff Recommendation:

It is recommended that the Board of Trustees grant an electrical and telecommunication easement to the Southern California Edison Company. **[EXHIBIT J]**

16.9 **Award of RFP 2014-08, Public Opinion Research Services** ***ACTION ITEM***  
**Background Information**

Background Information:

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

Current Consideration:

Public opinion research firms, or "pollsters," are a very specialized group. District staff utilized a formal Request for Qualification process to establish the consultant that could provide the best possible service, within the timeframe needed, at the best overall value. The consultant selected to provide this service is Fairbank, Maslin, Maullin, Metz and Associates (FM3).

Budget Implication:

The total amount of the award is \$32,950. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees award Bid 2014-08 to Fairbank, Maslin, Maullin, Metz & Associates.

**EDUCATIONAL SERVICES DIVISION**

16.10 **Ratification, Service Agreement, Orange County** ***ACTION ITEM***  
**Department of Education, SB 70, Career Technical Education**  
**Community Collaborative Partnership Grant**

Background Information:

The Orange County Department of Education (OCDE) was awarded a Senate Bill (SB) 70, Career Technical Education (CTE) Community Collaborative Partnership grant, from the California Department of Education for learning support services for instructional programs. OCDE has recruited the District to participate in the SB 70 grant as a recipient of a portion of the grant funding to support the District's Science, Technology, Engineering, and Mathematics (STEM) career pathways.

Current Consideration:

OCDE will allocate \$40,000 to the District to support STEM career pathway projects and academy development in our high schools. The grant funding will focus on enhancing or expanding a STEM-related pathway program of study including support for professional development, training and design of integrated and project-based instruction, field-based activities, instructional supplies, and materials. Additionally, the grant will introduce students to STEM Career Awareness activities.

Budget Implication:

The funding will support the District's STEM Career Pathways, at no cost to the District. (OCDE SB 70, CTE Community Collaborative Partnership Grant)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the service agreement. The grant term is September 1, 2013, through September 30, 2014. **[EXHIBIT K]**

16.11 **Agreement, Houghton Mifflin Harcourt Chromebooks Project One Pilot Contract** **ACTION ITEM**

Background Information:

Project One is a Houghton Mifflin Harcourt (HMH) and AVNET pilot program that connects the teacher and student with a device and content to enhance teaching and learning. In this pilot, the content is HMH's newest common core embedded English Language Arts (ELA) program, collections, and the device is a Chromebook provided by AVNET. This pilot is intended to be a one-to-one, student-to-device, 24-hour accessibility program.

Current Consideration:

Each teacher would receive a Google Chromebook Pixel loaded with built in broadband, video conferencing, touch screen, and much more. As many as 160 students would receive student Chromebooks loaded with HMH's collections, security devices, and wifi connectivity. Hard copies of the collections program (Teacher Edition [TE], Student Edition [SE], Close Reading consumable, and common core assessment consumable) would be provided for each teacher and student. Professional development (PD) and on-going support would be provided for teachers for device and content, teaching, and learning. The schools participating in this pilot are Kennedy and Loara high schools, as well as Lexington and Walker junior high schools.

Budget Implication:

There is no budget implication to the general fund.

Staff Recommendation:

It is recommended that the Board of Trustees approve the contract with Houghton Mifflin Harcourt. Services will be provided December 13, 2013, through June 30, 2014.

**[EXHIBIT L]**

16.12 **Agreement, California Highway Patrol, Anaheim High School** **ACTION ITEM**

Background Information:

The California Highway Patrol has sponsored the Every 15 Minutes (E15M) program since the mid-1990s. It is a two-day program focusing on teenagers and challenging them to think about drinking, driving, personal safety, and the responsibility of making mature decisions and the impact their decisions have on family, friends, and many others. The program brings together a broad coalition of interested local agencies with the goal of reducing alcohol-related incidents among youth. The partnering of the California Highway Patrol, local law enforcement, local hospitals, emergency medical responders, schools,

businesses, and service clubs, validates the importance of working together to ensure a healthy community.

Current Consideration:

The result of eight (8) to ten months of careful planning in collaboration with the California Highway Patrol and other community agencies is a two (2) day program called Every 15 Minutes (E15M). Prior to the actual event, approximately 25 students, representing a cross section of the school, are selected. Waivers are reviewed and signed by students and their parents. It is strongly encouraged that Anaheim High School request 100 percent participation by both students and their parents. Anaheim High School is in the planning process for E15M on April 10, 2014, through April 11, 2014.

Budget Implication:

With funding available from the California Office of Traffic Safety, the California Highway Patrol provides mini-grants to agencies and organizations implementing the program. Anaheim High School may request reimbursement for allowable expenses by way of this grant for an amount not to exceed \$9,999. Therefore, the net cost will have zero to minimal impact to the District and school site.

Staff Recommendation:

The Board of Trustees is requested to approve the agreement with the California Highway Patrol. Services will be provided January 1, 2014, through April 30, 2014. **[EXHIBIT M]**

16.13 **Educational Consulting Agreement, Chance Theatre**

**ACTION ITEM**

Background Information:

Chance Theatre was established in 1999 by Anaheim High alumnus Oanh Nguyen. Chance Theatre produces everything from mainstream musicals and comedies to world premieres and challenging topics. At the annual conference for the California Educational Theatre Association in San Diego, California, Chance Theatre was presented an award for Outstanding Contributions to Theatre Education for their ten (10) years of providing free summer workshops to District students.

Current Consideration:

Chance Theatre will provide a four (4) hour professional development workshop for 12 Anaheim Union High School District (AUHSD) theatre directors. The primary focus will be on the mechanics of directing. Participants will discuss and practice character development, textual interpretation, stage pictures and blocking, and rehearsal techniques. Services will be provided December 13, 2013, through March 31, 2014.

Budget Implication:

The costs for these services are not to exceed \$500. (Orange County Arts Education Collaborative Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the educational consulting agreement with Chance Theatre. Services will be provided December 13, 2013, through March 31, 2014. **[EXHIBIT N]**

16.14 **Naming of Facilities, Magnolia High School Gymnasium**

**ACTION ITEM**

Background Information:

Board Policy 5201, Naming of Facilities, was adopted on April 14, 2011, by the Board of Trustees, to develop procedures for the naming of facilities, to honor individuals in the District. As per the Board of Trustees' request, an ad hoc committee was formed to review

the proposals, and to make policy recommendations to the superintendent for Board consideration.

Current Consideration:

The Board of Trustees is requested to approve the request to rename the gymnasium at Magnolia High School in honor of former mathematics teacher and coach Sid Shue. The District ad hoc committee evaluated the request, developed a report, and made a recommendation to the Board for their consideration.

Budget Implication:

There is no budget implication.

Staff Recommendation:

It is recommended that the Board of Trustees approve the request to name Magnolia High School's gymnasium the Sid Shue Memorial Gymnasium.

16.15 **School Sponsored Student Organizations, Katella, Kennedy, Magnolia, and Western High Schools and Lexington Junior High School** ***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:

Mike Gallo Memorial Club, Katella High School  
Psych Club, Katella High School  
Fashion Club, Kennedy High School  
Health Occupations Students of America (HOSA), Magnolia High School  
Black Student Union, Western High School  
Chinese Club, Western High School  
Dance Club Revolution (DCR), Western High School  
Korean Club, Western High School  
The Yu-Gi-Oh Club, Western High School  
Acts of Random Kindness (ARK), Lexington Junior High School  
Debate Club, Lexington Junior High School  
The Lionheart's Club for Best Buddies, Lexington Junior High School

Budget Implication:

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

Staff Recommendation:

It is recommended that the Board of Trustees approve the school sponsored student organization applications. **[EXHIBITS O, P, Q, R, S, T, U, V, W, X, Y, and Z]**

## HUMAN RESOURCES

### 16.16 **Public Hearing, Disclosure of Collective Bargaining Agreement with ASTA**

**INFORMATION ITEM**

#### Background Information:

The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the Anaheim Secondary Teachers Association (ASTA) for 2013-14, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

#### Current Consideration:

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

#### Budget Implication:

There will be no impact to the budget.

#### Staff Recommendation:

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

### 16.17 **Adoption of the 2013-14 Collective Bargaining Agreement with ASTA**

**ACTION ITEM**

#### Background Information:

The District entered into contract negotiations with the Anaheim Secondary Teachers Association (ASTA) for the 2013-14 year after proposals were brought forth by both parties. Negotiations were completed and a tentative agreement was reached, pending approval by the Board of Trustees.

#### Current Consideration:

The collective bargaining agreement with ASTA reflects a partnership between ASTA and the District for the benefit of all parties. The agreement includes a two (2) percent increase in salary retroactive to the beginning of the 2013-14 year. The agreement also contains many contract language changes including the areas of department chairperson, student load, and the District's maximum contribution to medical premiums for 2015. Included in this contract is also an agreement for an Early Start Calendar for 2015-16, 2016-17, and 2017-18, with specific dates to be approved in April 2014.

This is a three (3) year agreement covering the period from August 22, 2013, through the first teacher work day of the 2016-17 year, and allows for reopeners on salary, health and welfare, and one (1) article for each side from the 2014-15 and 2015-16 years.

#### Budget Implication:

Employee salary increases effective July 1, 2013, for ASTA unit members will impact the budget with an additional estimated expense of \$2.5 million. (General Fund)

#### Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2013-14 collective bargaining agreement with ASTA. **[EXHIBIT AA]**

16.18 **Public Hearing, Disclosure of Collective Bargaining Agreement with APGA**

**INFORMATION ITEM**

Background Information:

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the Anaheim Personnel and Guidance Association (APGA) for 2013-14, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:

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

Budget Implication:

There will be no impact to the budget.

Staff Recommendation:

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

16.19 **Adoption of the 2013-14 Collective Bargaining Agreement with APGA**

**ACTION ITEM**

Background Information:

The District entered into contract negotiations with the Anaheim Personnel and Guidance Association (APGA) for the 2013-14 year after proposals were brought forth by both parties. Negotiations were completed and a tentative agreement was reached, pending approval by the Board of Trustees.

Current Consideration:

The collective bargaining agreement with APGA reflects a partnership between APGA and the District for the benefit of all parties. The agreement includes a two (2) percent increase in salary retroactive to the beginning of the 2013-14 year. The agreement also contains many contract language changes including the areas of English Learner (EL) program coordinator compensation, job sharing, reassignment and surplus, and a re-opener on pupil to counselor ratio. Included in this contract is also an agreement for an Early Start Calendar for 2015-16, 2016-17, and 2017-18, with specific dates to be approved in April 2014.

This is a three (3) year agreement covering the period from September 1, 2013, through the first counselor work day of the 2016-17 year, and allows for reopeners on salary, health and welfare, and one (1) article for each side from the 2014-15 and 2015-16 years.

Budget Implication:

Employee salary increases effective July 1, 2013, for APGA unit members will impact the budget with an additional estimated expense of \$138,000. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2013-14 collective bargaining agreement with APGA. **[EXHIBIT BB]**



16.20 **CSEA, Salary Schedule**

**ACTION ITEM**

Background:

The District entered into contract negotiations with the California School Employees Association (CSEA) for the 2013-14 year after proposals were brought forth by both parties. Negotiations were completed and an agreement was Board approved on November 7, 2013. The agreement included contingency language stating if an agreement is reached with any other collective bargaining group that increases salary for the 2013-14 year, the District will provide the same increase or re-open negotiations. Tentative agreements were reached with the Anaheim Secondary Teachers Association (ASTA) and the Anaheim Personnel and Guidance Association (APGA) to increase salaries by two (2) percent from the 2011-12 year salary schedules, which reflects no furlough days.

Current Consideration:

Contingent upon approval of the agreements with the Anaheim Secondary Teachers Association (ASTA) and the Anaheim Personnel and Guidance Association (APGA), the 2011-12 salary schedule for CSEA bargaining unit members, which reflects no furlough days, shall be increased by two (2) percent to become the 2013-14 salary schedule, retroactive to July 1, 2013.

Budget Implication:

Employee salary increases effective July 1, 2013, for CSEA unit members will impact the budget with an additional estimated expense of \$600,000. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2013-14 salary schedule for CSEA bargaining unit members.

16.21 **Administrators, Classified Management, Classified Confidential, Salary Schedules**

**ACTION ITEM**

Background Information:

The Anaheim Leadership Team Association (ALTA) is a non-bargaining employee group within the District. ALTA salaries 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 changes to the ALTA salary schedules each year.

Current Consideration:

The 2013-14 salary schedules for unrepresented employees include administrators, classified management and confidential classifications. Due to the tentative agreements with the Anaheim Secondary Teachers Association (ASTA), the Anaheim Personnel and Guidance Association (APGA), and the California School Employees Association (CSEA) to increase salaries by two (2) percent, the 2011-12 salary schedules for unrepresented employees, which reflects no furlough days, shall be increased by two (2) percent to become the 2013-14 salary schedule, retroactive to July 1, 2013.

Budget Implication:

Employee salary increases effective July 1, 2013, for unrepresented unit members will impact the budget with an additional estimated expense of \$349,000. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2013-14 salary schedules for administrators, classified management, and confidential employees.

16.22 **Ratification of Agreement, Western Governors University**

**ACTION ITEM**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students pursuing a teaching credential to meet their field work requirements to become a classroom teacher and to gain valuable experience in a professional setting within our District schools.

Current Consideration:

This agreement is a new agreement with Western Governors University. University students will meet with school site master teachers to be involved in the students' preparation for student teaching. This agreement provides opportunities for student teachers to observe, participate, assist, and teach in the master teacher's classroom for one (1) semester. Master teachers will model to the student teacher 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. This agreement was effective October 30, 2013, and will continue unless terminated by either party.

Budget Implication:

There is no cost to the District.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the student-teaching agreement between Western Governors University and the District. **[EXHIBIT CC]**

16.23 **Memorandum of Understanding between Anaheim Union High School District, Health and Welfare Program Changes for 2013, American Federation of State, County and Municipal Employees (AFSCME)**

**ACTION ITEM**

Background Information:

Health and Welfare costs for the District make up approximately 11.7 percent of the overall budget. Due to the 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 four (4) employee associations/unions, plus representatives from management and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data, trends, and explore cost saving measures for the following year. Specific changes to the PPO and HMO plan are discussed and recommended, which take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates the specific changes with the District. The tentative agreement is then written as a memorandum of understanding (MOU), signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated and reached a tentative agreement with the American Federation of State, County, and Municipal Employees (AFSCME) on health and welfare changes for the PPO and HMO plans for the 2014 plan year, which take effect January 1, 2014. The MOU indicates the District's contribution to the blended super composite rate shall be increased from \$13,189 to \$13,493. Otherwise, there shall be no change to the medical plans for the PPO and HMO except those changes that are mandated by the Federal Affordable Care Act, which take effect on, or after, January 1, 2014.

Budget Implication:

The projected increase in cost for all employee groups for the District, per Gallagher Benefit Services, our consultant, will be \$1.36 million, or 3.9 percent, over the 2013 plan costs. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the memorandum of understanding with AFSCME for the health and welfare program for 2014. **[EXHIBIT DD]**

17. **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 (1) motion. It is understood that the administration recommends approval of all consent 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 DIVISION**

17.1 **Ratification of Agreement, Government Financial Strategies (GFS):**

Background Information:

Government Financial Strategies provides comprehensive financial advisory services, beginning with financial planning through project implementation and on-going administration. Last October, GFS assisted the District in a successful refunding of our general obligation bonds.

Current Consideration:

Government Financial Strategies was sought by the District to provide general financial planning and advisory services as the District considers the process, by which to identify its facilities needs, prioritize the needs, and provide a source of funds to address the needs. Services are being provided July 1, 2013, through June 30, 2015.

Budget Implication:

Services are to be provided at a cost not to exceed \$45,000 including professional services, travel time, and expenses. (General Funds)

Staff Recommendation:

The Board of Trustees is requested to approve the agreement. **[EXHIBIT EE]**

17.2 **Ratification of Agreement, North Orange County Regional Occupational Program Career Guidance Specialist Personnel**

Background Information:

This is a long standing agreement whereby the District agrees to provide District personnel, as requested by North Orange County Regional Occupational Program (NOCROP), to service programs maintained by NOCROP in the District.

Current Consideration:

The District will provide career guidance specialists to NOCROP to provide guidance functions as determined by the District. NOCROP will provide a statement of

performance objectives for each career guidance specialist to the District and to each high school principal. Services are being provided July 1, 2013, through June 30, 2014.

Budget Implication:

NOCROP reimburses the District for 66.6 percent of one (1) counselor's contracted salary and benefits at each high school and 100 percent for the counselor at Gilbert High School, Polaris Day School, Polaris Home, and Independent Studies.

Staff Recommendation:

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

17.3 **Ratification of Agreement, North Orange County Regional Occupational Program, Reverse Link Instruction**

Background Information:

This is a long standing agreement whereby the North Orange County Regional Occupational Program (NOCROP) agrees to provide appropriately credentialed personnel, as requested by the District, to service instructional programs maintained by the District.

Current Consideration:

NOCROP will provide appropriately credentialed program personnel as requested by the District, to service instructional programs maintained by the District. Credentialed personnel will provide instruction in compliance with District instructional policies, procedures, curriculum, and class schedule. The instructor will work under the direct supervision of a designated District supervisor for the portion of time assigned for District instruction. Services are being provided July 1, 2013, through June 30, 2014.

Budget Implication:

The cost is not to exceed 20 percent of teacher's contracted salary and benefits. (General Funds)

Staff Recommendation:

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

17.4 **Piggyback a Contract to Purchase a Maintenance Vehicle**

Background Information:

The District currently has a dump truck (1992 International 4700) that is in need of being replaced. The truck is very old and needs a new engine, transmission, particulate traps, and has outlived its usefulness. The dump truck is used daily to move such things as dirt, sand, gravel, turf, and various other types of materials. It is an integral part of the District's Maintenance and Operations fleet. To repair and upgrade the dump truck would cost more than four (4) times the value of the vehicle and it would still not meet the new compliance regulations.

Current Consideration:

On December 8, 2005, the California Air Resource Board (CARB) adopted a fleet rule to reduce diesel particulate matter emissions from fleets operated by public agencies and utilities. To be in compliance, a public agency must apply Best Available Control Technology (BACT) to vehicles according to a specified implementation schedule. By purchasing this vehicle, the new dump truck would be compliant with these current regulations.

The State of California's Department of General Services (DGS) has a piggybackable contract 1-13-23-20 A through G, Supplement 1 with Riverview International, that will allow local Districts, to purchase fleet trucks. The District will utilize this contract under Public Contract Code (PCC) 10298 and 10299 for this purchase.

Budget Implication:

The total amount of the award is not to exceed \$131,182 (Routine Restricted Maintenance Funds).

Staff Recommendation:

It is recommended the Board of Trustees approve the purchase of a dump truck utilizing the State of California's Department of General Services contract 1-13-23-20 A through G, Supplement 1 to Riverview International.

17.5 **Award of Bid 2014-07, Individualized Transportation Services**

Background Information:

The Individuals with Disabilities Education Act (IDEA) of 2004 requires school districts to provide transportation services for students with disabilities whose Individualized Education Plan (IEP) has determined the student requires special transportation, as a related service, in order to access the student's educational program. The vast majority of the District's special education students who require special transportation receive this service through our own District transportation. Periodically, there are situations when the District's transportation department is not able to provide this service. When this occurs, the District contracts with secondary carriers to provide the special transportation services.

Current Consideration:

Bid 2014-07 includes two (2) types of transportation services, which include shuttle and cab services. Shuttle services provide daily transportation for areas not covered by the District's transportation department. Cab services are utilized on an as needed basis for services not needed daily, but required by a student's IEP (i.e. extra-curricular activities that require a student to extend their stay at school).

Bid 2014-07 was divided into two sections: Part A for shuttle services and Part B for cab services. The lowest, most responsible, and responsive bidder for Part A is Child Shuttle, Inc. for an estimated annual expenditure not to exceed \$80,000. The low bidder for Part B is Yellow Cab of Greater Orange County for an estimated annual expenditure not to exceed \$40,000. This bid will be in place for up to five (5) years.

Budget Implication:

The award is not to exceed \$120,000. (General, Special Education, and Title I Funds)

Staff Recommendation:

It is recommended that the Board of Trustees award Bid 2014-07 for a period of up to five (5) years. The bid will be reviewed at the end of each year and will be approved or terminated by the District's director of Purchasing and Central Services.

17.6 **Award of RFP 2014-02 Digital Conversion of Microfiche, Microfilm, Compact Disc, and Related Media**

Background Information:

The Anaheim Union High School District embarked on a multi-phased project to place all student transcripts into a document management system hosted by the Orange County Department of Education (OCDE). The ultimate goal of this project is to provide better service to our community by making online transcript ordering available for all school years.

Another benefit to this project is providing improved, consistent tools to our registrar and records staff. A third benefit is mitigating obsolescence issues with microfilm and microfiche.

Paper records from school years 2002-03 through 2007-08 have already been digitized and uploaded to the OCDE system. Alternative education and adult education records have been digitized and are in the process of being uploaded to the OCDE system. 2008-09 through 2011-12 (Zangle) records are also in the process of being uploaded to the OCDE system. District staff will be working with OCDE in developing a process for ongoing digital conversion of Aeries (2012-13 and forward) transcript records.

Current Consideration:

RFP 2014-02 represents an important, final component to a complete digitization of the Districts transcript information. The scope of the project involves digitizing and indexing all transcript records from 1898 through 2001-02. There is significant data entry required for the vendor as the District has index data to 1992-93. All earlier data will need to be derived from the microfiche, microfilm, and propriety compact discs that contain the District's transcript records for that time period.

The end result to this multi-phased project will allow alumni, job verifiers, etc. to make electronic requests for all records. The aforementioned requests are systematized for the whole District in lieu of multiple, paper-driven processes. Cash handling is streamlined. District and site staff have improved tools to search records in one (1) place for alumni. Site-based community inquiries can then be resolved in one (1) step rather than redirecting inquirers to the District.

Budget Implication:

The lowest most responsible and responsive bidder was MCO Document Imaging Solutions at an estimated expenditure not to exceed \$116,424. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees award RFP 2014-02 to MCO Document Imaging Solutions.

17.7 **Agreement, Ghataode Bannon Architects**

Background Information:

The District has ongoing facilities and maintenance projects. Some of these projects require the professional expertise offered by architectural or engineering firms. Ghataode Bannon Architects (GBA) have been satisfactorily assisting the District in designing and providing outstanding professional architectural services as needed since 2006.

Current Consideration:

The firm, GBA, is willing to provide design and engineering services for the District on an as needed basis. Staff feels it is in the District's best interest to issue GBA a one-year contract to facilitate the completion of planned projects such as the Lexington air conditioning remediation.

Budget Implication:

The agreement with GBA is not to exceed \$150,000, which contains language that allows staff to issue work authorizations on an as-needed basis. (Facilities, Maintenance, and/or other funds as appropriate).

Staff Recommendation:

It is recommended that the Board of Trustees approve the one-year agreement.

**[EXHIBIT HH]**

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

Staff Recommendation:

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

**[EXHIBIT II]**

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

Staff Recommendation:

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

**[EXHIBIT JJ]**

17.10 **Donations**

Staff Recommendation:

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

**[EXHIBIT KK]**

17.11 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the check register/warrants report, October 29, 2013, through December 2, 2013. **[EXHIBIT LL]**

17.12 **Purchase Order Detail Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the Purchase Order Detail Report, October 29, 2013, through December 2, 2013. **[EXHIBIT MM]**

17.13 **Supplemental Information**

17.13.1 ASB Report, June 2013, and September 2013 **[EXHIBIT NN]**

17.13.2 Cafeteria Reports, December 2012 **[EXHIBIT OO]**

17.13.3 Enrollment Report, Month 3 **[EXHIBIT PP]**

**EDUCATIONAL SERVICES DIVISION**

17.14 **Agreement, North Orange County Community College District**

Background Information:

The North Orange County Community College District (NOCCCD) has offered concurrent enrollment in selected courses to high school students for over a decade. Students seeking enrichment opportunities in advanced scholastic or vocational work are enrolled as "Special Admit Students" through Fullerton College or Cypress College. All courses offered through the concurrent program are not offered by the high school. Courses taken as a Special

Admit Student are recorded on the college permanent record as collegiate credit in the same manner as regularly enrolled college students. Having college credit documented allows high school graduates to enroll with priority status when enrolling in Fullerton College or Cypress College. During the 2012-13 school year, six (6) courses were offered at the following four (4) District high schools: Anaheim High School, Katella High School, Loara High School, and Magnolia High School, as well as the Independent Learning Center.

Current Consideration:

NOCCCD, through the Fullerton College counseling office is offering 15 Counseling 140 courses at nine (9) of the District high schools: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Savanna, and Western high schools. This nine (9) hour course details the college matriculation process. Students complete the paperwork for financial aid and complete the college application process. This consulting agreement will be in effect January 1, 2014, through May 30, 2014.

Budget Implication:

Costs for these services are at \$1,500 per class, for a total of \$22,500. (\$15,000 of this cost will be paid by Gear UP Funds and Fullerton College STEM Grant Funds. \$7,500 will be paid by LCFF funds.)

Staff Recommendation:

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

**[EXHIBIT QQ]**

17.15 **Ratification Service Agreement, Orange County Superintendent of Schools, Anaheim High School and Gilbert High School**

Background Information:

The Orange County Superintendent of Schools has received grant funds from the United States Department of Education for the provisions of services to students through the delivery of the Understanding American Citizenship grant.

Current Consideration:

Anaheim High School teacher, Alex Lamb, and Gilbert High School teachers, Joel Schwartz, and David Done will participate in extra duty hours to implement the Understanding American Citizenship grant. The Orange County superintendent of schools agrees to pay the substitute fees and extra duty hours for Mr. Lamb, Mr. Schwartz, and Mr. Done to participate in off-site grant activities.

Budget Implication:

The Orange County superintendent of schools agrees to pay the District the total sum not to exceed \$6,000. (Grant Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement. Services are being provided August 12, 2013, through June 30, 2014. **[EXHIBIT RR]**

17.16 **Partner Stipend and Award Grant Agreement, Orange County United Way (OCUW) Community Tax Day (CTD)**

Background Information:

The Orange County United Way (OCUW) leads the annual Earned Income Tax Credit (EITC) Campaign, which serves low-income working families in Orange County. OCUW works in partnership with the Internal Revenue Service (IRS) and members of the Orange County Financial Stability Alliance (OCFSA). The OCUW Community Tax Day (CTD) Partner Stipend



and Award Program is available to qualified CTD partner sites. The District has been a participating member and partner site for the past four (4) years. Students who are enrolled in an Accounting Pathway, and earn at least the intermediate level of IRS Tax preparation certification, qualify to participate in the Community Tax Days.

Current Consideration:

OCUW will provide the District with a minimum \$2,000 grant stipend, which supports the cost of this activity. If the District is able to serve more than 75 clients, the District may become eligible for an additional EITC Award from OCUW. The award is intended to encourage and compensate CTD Partner sites to serve the greatest number of EITC eligible clients possible. Additional awards may range from \$1,250 to maximum of \$8,000, to be awarded to the participating Accounting Pathway programs.

Budget Implication:

The funding will support the nine (9) Community Tax Days hosted at the District Campus, at no cost to the District. (OCUW Community Tax Day Award Grant Agreement funding)

Staff Recommendation:

It is recommended that the Board of Trustees approve the award grant agreement. The grant term will be December 13, 2013, through June 15, 2014. Signatures from OCUW will be provided upon AUHSD Board approval. **[EXHIBIT SS]**

17.17 **Independent Contractor Agreements, Supplemental Educational Service Providers**

Background Information:

Supplemental Educational Services (SES) are a requirement of the No Child Left Behind Act of 2001 (NCLB), for schools in years two (2) through five (5) of Program Improvement (PI). The District is required to contract with SES providers, which are approved by the California Department of Education (CDE).

Current Consideration:

Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools, as well as Anaheim, Katella, Loara, Magnolia, Savanna, and Western high schools qualify for SES. Per NCLB regulations, parents of students who qualify for SES select the CDE-approved SES providers.

Budget Implication:

Each participating student is allowed a maximum of \$939.90 in services, or the most current state approved per pupil rate (Title I Funds). The total amount requested for approval by the Board of Trustees at this time is \$1,021,694. The total amount approved during the 2012-13 year was \$525,243.

Staff Recommendation:

It is recommended that the Board of Trustees approve the following independent contractor agreements. Services will be provided December 13, 2013, through May 15, 2014.

17.17.1 **!#1 Tutoria, Maestros, Tabletas**

!#1 Tutoria, Maestro, Tabletas, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$2,820. **[EXHIBIT TT]**

17.17.2 **!MathWiz**

!MathWiz, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$7,520. [EXHIBIT UU]

17.17.3 **!!!1st Choice Android Smart-Phone Tutoring**

!!!1st Choice Android Smart-Phone Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$3,760. [EXHIBIT VV]

17.17.4 **!!! Apple iPad & Android Tablet Tutoring !!!**

!!! Apple iPad & Android Tablet Tutoring !!!, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$28,197. [EXHIBIT WW]

17.17.5 **!!# 1 At-Home Tutors, Inc.**

!!# 1 At-Home Tutors, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$5,640. [EXHIBIT XX]

17.17.6 **!!1A1 TUTORIA TABLET COMPUTER !!**

!!1A1 TUTORIA TABLET COMPUTER !!, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$6,580. [EXHIBIT YY]

17.17.7 **!#1 Touch-Screen Tablet Computer Tutoring**

!#1 Touch Screen Tablet Computer Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$1,880. [EXHIBIT ZZ]

17.17.8 **!1 Computadora Gratis para Ti! Inc.**

!1 Computadora Gratis para Ti! Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$77,072. [EXHIBIT AAA]

17.17.9 **!A+ C A T (Computer Assisted Tutoring)**

!A+ C A T (Computer Assisted Tutoring), an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$11,279. [EXHIBIT BBB]

17.17.10 **!ACE Tutoring Services, Inc.**

!ACE Tutoring Services, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$3,760. [EXHIBIT CCC]

17.17.11 **#1 Educando con Tabletas**

#1 Educando con Tabletas., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$13,159. **[EXHIBIT DDD]**

17.17.12 **Aprende! Tutoring**

Aprende! Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$40,416. **[EXHIBIT EEE]**

17.17.13 **123 MATH AND READING, INC.**

123 MATH AND READING, INC., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$7,520. **[EXHIBIT FFF]**

17.17.14 **1 to 1 Academic Tutoring**

1 to 1 Academic Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$2,820. **[EXHIBIT GGG]**

17.17.15 **1 to 1 Study Buddy Tutoring, Inc.**

1 to 1 Study Buddy Tutoring, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$8,460. **[EXHIBIT HHH]**

17.17.16 **1-on-1 Learning with Laptops**

1-on-1 Learning with Laptops, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$153,204. **[EXHIBIT III]**

17.17.17 **A Better Tomorrow Education**

A Better Tomorrow Education, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$2,820. **[EXHIBIT JJJ]**

17.17.18 **A to Z In-Home Tutoring**

A to Z In-Home Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$8,460. **[EXHIBIT KKK]**

17.17.19 **Able Academics LLC DBA ABLE**

Able Academics LLC DBA ABLE, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$4,700. **[EXHIBIT LLL]**

17.17.20 **Academic Advantage, The**

Academic Advantage, The, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$1,880. **[EXHIBIT MMM]**

17.17.21 **Accuracy Temporary Services, DBA ATS Project Success**

Accuracy Temporary Services DBA ATS Project Success, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$2,820. **[EXHIBIT NNN]**

17.17.22 **Achievement Matters, Inc.**

Achievement Matters, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$13,159. **[EXHIBIT OOO]**

17.17.23 **Advanced Reading Solutions LLC dba UROK Learning Institute**

Advanced Reading Solutions LLC dba UROK Learning Institute, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$4,700. **[EXHIBIT PPP]**

17.17.24 **Alternatives Unlimited, Inc.**

Alternatives Unlimited, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$57,334. **[EXHIBIT QQQ]**

17.17.25 **Apple Learning Company**

Apple Learning Company, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$18,798. **[EXHIBIT RRR]**

17.17.26 **Brain Hurricane, LLC**

Brain Hurricane, LLC, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$12,219. **[EXHIBIT SSS]**

17.17.27 **Brainiac Learning**

Brainiac Learning, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$11,279. **[EXHIBIT TTT]**

17.17.28 **Club Z!, dba of: Tutoring USA Inc.**

Club Z!, dba of: Tutoring USA Inc., Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$27,258. **[EXHIBIT UUU]**

17.17.29 **College Bound–Dollars for Achievers dba College Bound**

College Bound–Dollars for Achievers dba College Bound, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$940. **[EXHIBIT VVV]**

17.17.30 **Community College Foundation**

Community College Foundation, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$5,640. **[EXHIBIT WWW]**

17.17.31 **Datamatics Inc. dba Achieve HighPoints**

Datamatics Inc. dba Achieve HighPoints, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$31,957. **[EXHIBIT XXX]**

17.17.32 **Doctrina Tutoring**

Doctrina Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$5,640. **[EXHIBIT YYY]**

17.17.33 **Educational Advantage, LLC. DBA: Xamaze In Home Tutoring**

Educational Advantage, LLC. DBA: Xamaze In Home Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$2,820. **[EXHIBIT ZZZ]**

17.17.34 **Friendly Community Outreach Center (FCOC)**

Friendly Community Outreach Center (FCOC), an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$4,700. **[EXHIBIT AAAA]**

17.17.35 **Future Stars Tutoring Services Center**

Future Stars Tutoring Services Center, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$27,258. **[EXHIBIT BBBB]**

17.17.36 **Healthy Families**

Healthy Families, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$11,279. **[EXHIBIT CCCC]**

17.17.37 **HT Learning Center (Kris Nhan Truong, Inc.)**

HT Learning Center (Kris Nhan Truong, Inc.), an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$10,339. **[EXHIBIT DDDD]**

17.17.38 **ICES Education, LLC**

ICES Education, LLC, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$3,760. **[EXHIBIT EEEE]**

17.17.39 **iPad Tutoring LLC**

iPad Tutoring LLC, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$77,072. **[EXHIBIT FFFF]**

17.17.40 **Jones Reading & Math Clinics, Inc.**

Jones Reading & Math Clinics, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$1,880. **[EXHIBIT GGGG]**

17.17.41 **Keep Hope Alive Projects**

Keep Hope Alive Projects, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$2,820. **[EXHIBIT HHHH]**

17.17.42 **Learning Partners Inc. dba Sylvan Learning Center-Fullerton**

Learning Partners Inc. dba Sylvan Learning Center-Fullerton, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$9,400. **[EXHIBIT IIII]**

17.17.43 **Milestones Family Learning Center**

Milestones Family Learning Center, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$9,400. **[EXHIBIT JJJJ]**

17.17.44 **Mobile Minds Inc. DBA: Mobile Minds Tutoring**

Mobile Minds Inc. DBA: Mobile Minds Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$940. **[EXHIBIT KKKK]**

17.17.45 **Oxford Tutoring**

Oxford Tutoring, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$36,657. **[EXHIBIT LLLL]**

17.17.46 **Professional Tutors of America Inc.**

Professional Tutors of America Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$25,378. **[EXHIBIT MMMM]**

17.17.47 **Studentnest, Inc. (dba: studentnest.com)**

Studentnest, Inc. (dba: studentnest.com), an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$116,548. **[EXHIBIT NNNN]**

17.17.48 **Syntelesys Educational Services, Inc. DBA: #1 Academia de Servicio de Tutoria**

Syntelesys Educational Services, Inc. DBA: #1 Academia de Servicio de Tutoria, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$12,219. **[EXHIBIT OOOO]**

17.17.49 **The Learning Curve, Inc.**

The Learning Curve, Inc., an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$4,700. **[EXHIBIT PPPP]**

17.17.50 **Thomotti Inc. DBA Cypress Tutoring Club**

Thomotti Inc. DBA Cypress Tutoring Club, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$3,760. **[EXHIBIT QQQQ]**

17.17.51 **Total Education Solutions**

Total Education Solutions, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$1,880. **[EXHIBIT RRRR]**

17.17.52 **TutoringOne**

TutoringOne, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$2,820. **[EXHIBIT SSSS]**

17.17.53 **TutorWorks INC**

TutorWorks INC, an independent contractor, will provide services as required by the NCLB federal mandate. Based on parent request, the total cost to the District is not to exceed \$2,820. **[EXHIBIT TTTT]**

17.18 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for basic and supplemental courses, which include World Language, English, and Science. The books have been made available for public view.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the selected materials.

**[EXHIBIT UUUU]**

17.19 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee has recommended the selected materials for display, for basic and supplemental courses in Science. 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, December 12, 2013, through January 9, 2014.

Staff Recommendation:

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

17.20 **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 WWWW]**

17.21 **Field Trip Report**

Staff Recommendation:

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

**HUMAN RESOURCES DIVISION**

17.22 **Agreement, Chapman University**

Background Information:

On June 18, 2013, the Board approved a paid psychological internship program to supplement the current level of psychological services to our students and to attract highly sought after and talented psychology interns completing their required graduate fieldwork hours. This agreement provides the opportunity for Chapman University psychology interns to receive a stipend while providing supervised support services to District students and staff.

Current Consideration:

University interns will provide services 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. Interns will work under the supervision of the District psychologists and will enter an internship agreement that clearly outlines the roles, expectations, and responsibility of the paid psychology intern. The internship agreement requires all participants to follow District policy and practice regarding work expectations, confidentiality, safety, and dress. The agreement will be effective September 15, 2013, through August 31, 2018. Due to the



university's policy, this agreement will be signed following approval by the AUHSD Board of Trustees.

In addition to the paid interns, the District may continue offering unpaid internships to undergraduates, or those starting their graduate program.

Budget Implication:

Intern psychologists will be paid \$54 per day. (Medi-Cal Fund)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement between Chapman University and the District. **[EXHIBIT YYYY]**

17.23 **Agreement, 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 professional experiences. This agreement provides the opportunity for Chapman University psychology interns to provide supervised support services to District students and staff. This agreement does not include a stipend or compensation for university students.

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 will be effective January 1, 2014, through December 31, 2019. University interns will report to a District or school site administrator to meet the university's field instruction and participation requirements.

Budget Implication:

The services provided are at no cost to the District.

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement between Chapman University and the District. **[EXHIBIT ZZZZ]**

17.24 **2013-14 First Quarter Williams Uniform Complaints Audit Report**

**INFORMATION ITEM**

Background Information:

The District submits a quarterly report summarizing all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, and intensive instruction and services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12<sup>th</sup> grade. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education (OCDE). Additionally, the OCDE conducts reviews of selected school sites to inspect facilities and verify the District is in compliance. Each quarter, the OCDE audits the quarterly reports and provides their findings from site reviews.

Current Consideration:

According to Education Code Section 1240(2)(H), the quarterly report from OCDE must be publically shared with the Board of Trustees. The report, as provided, indicates the District

was in compliance with the Williams Settlement Legislation during the fourth quarter of 2012-13 (April, May, and June). Additionally, the report indicates Anaheim High School, Ball Junior High School, Magnolia High School, South Junior High School, and Sycamore Junior High School were in compliance during their site reviews in September 2013.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees accept the Williams Uniform Complaints Audit Report as submitted. **[EXHIBIT AAAAA]**

17.25 **Certificated Personnel Report**

Staff Recommendation:

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

17.26 **Classified Personnel Report**

Staff Recommendation:

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

**SUPERINTENDENT'S OFFICE**

17.27 **Agreement, Dannis Woliver Kelley**

Background Information:

The Board of Trustees periodically retains legal counsel to provide consultation and legal services that are not provided by attorneys at the Orange County Department of Education. The services are typically related to personnel management and personnel related litigation. Dannis Woliver Kelley is a respected law firm that specializes in providing legal services to school districts. On June 18, 2013, the Board ratified a legal services contract in the amount not to exceed \$12,000.

Current Consideration:

An increase in the professional legal services with Dannis Woliver Kelley is necessary to assist the District in addressing personnel related matters.

Budget Implication:

Increase the current contract by \$20,000, for a total contract amount not to exceed \$32,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve an increase in professional services from Dannis Woliver Kelley by \$20,000, to bring the total contract to an amount not to exceed \$32,000.

17.28 **Institutional Membership**

Ratify the institutional membership as listed:

Anaheim Chamber of Commerce, December 1, 2013, through November 30, 2014, \$330. President and CEO Todd Ament approved a reduction for the past three (3) years. Last year was the final year of the reduced rate of \$200. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the membership with the Anaheim Chamber of Commerce.

17.29 **Board of Trustees' Meeting Minutes**

17.29.1 October 10, 2013, Regular Meeting [**EXHIBIT DDDDD**]

17.29.2 October 30, 2013, Special Meeting [**EXHIBIT EEEEE**]

17.29.3 November 1, 2013, Special Meeting [**EXHIBIT FFFFF**]

17.29.4 November 6, 2013, Special Meeting [**EXHIBIT GGGGG**]

17.29.5 November 7, 2013, Regular Meeting [**EXHIBIT HHHHH**]

17.29.6 November 14, 2013, Special Meeting [**EXHIBIT IIIII**]

17.29.7 November 19, 2013, Special Meeting [**EXHIBIT JJJJJ**]

Staff Recommendation:

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

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

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

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

20. **ADVANCE PLANNING** **INFORMATION ITEM**

20.1 **Future Meeting Dates**

If the proposed meeting dates are approved, the next regular meeting of the Board of Trustees will be held on Thursday, January 9, 2014.

20.2 **Suggested Agenda Items**

21. **ADJOURNMENT** **ACTION ITEM**

*In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Tuesday, December 10, 2013.*



# Anaheim Union High School District

## Board of Trustees' Revised Proposed 2014 Meeting Calendar

Thursday, January 9, Regular Board of Trustees' Meeting

Thursday, January 23, Regular Board of Trustees' Meeting

Thursday, February 6, Special Board of Trustees' Meeting—Budget Study Session

Thursday, February 13, Regular Board of Trustees' Meeting

Tuesday, March 11, Regular Board of Trustees' Meeting

Thursday, March 27, Regular Board of Trustees' Meeting

Thursday, April 17, Regular Board of Trustees' Meeting

Thursday, May 1, Special Board of Trustees' Meeting—Learning Summit and Strategic Plan Benchmark Study Session

Thursday, May 8, Regular Board of Trustees' Meeting

Thursday, May 29, Regular Board of Trustees' Meeting

Thursday, June 19, Regular Board of Trustees' Meeting

Thursday, June 26, Regular Board of Trustees' Meeting

Thursday, July 10, Regular Board of Trustees' Meeting

Thursday, August 21, Regular Board of Trustees' Meeting

Thursday, September 4, Regular Board of Trustees' Meeting

Tuesday, September 23, Regular Board of Trustees' Meeting

Thursday, October 16, Regular Board of Trustees' Meeting

Thursday, November 6, Regular Board of Trustees' Meeting

Friday, November 14, Special Board of Trustees' Meeting—Facilities Tour Study Session

Thursday, December 11, Regular and Annual Organization Board of Trustees' Meeting

\*Revised 11/13/13

Anaheim Union High School District  
2013 Committee Representation

Name of Organization	Number of Positions	Meeting Day and Time	Appointment Term	Current Appointee	Cabinet Member
North Orange County Regional Occupational Program (NOCROP)	2	Third Wednesday 4:00 p.m.	December 2011 to December 2015	O'Neal	
			December 2009 to December 2013	Piercy	
Greater Anaheim Special Education Local Plan Area (GASELPA)	1	Third Wednesday 6:30 p.m.	December 2011 to December 2013	Randle-Trejo Jabbar	(alternate)
<b>Appointments to Committees:</b>					
<b>Name of Organization</b>	<b>Number of Positions</b>	<b>Meeting Day and Time</b>	<b>Appointment Term</b>	<b>Appointee</b>	<b>Cabinet Member</b>
AUHSD Foundation	2	Monthly 4:00 p.m.	December 2012 to December 2013	Randle-Trejo Smith Taormina	
Anaheim Sister Cities Committee	1 or 2	Monthly	December 2009 to June 2013	Piercy O'Neal	
CSBA Delegate Assembly	1	Bi-Annual	March 2012 March 2014	Randle-Trejo Piercy (Alt.)	
Political Action Representative, Orange County School Boards Assoc.(OCSBA)	1	Quarterly 5:30 PM	January 2013 to December 2013	Randle-Trejo	
Nominating Committee, Orange County Committee on School District Organization	1		January 2013 to December 2013	Piercy	
City of Anaheim Park and Recreation Ex-Officio Member	1	Fourth Wednesday 5:30 p.m.	Continuing No Set Term	Smith	
Representative to Insurance Committee	2	Third Tuesday 2:00 p.m.	January 2013 to December 2013	Smith Piercy	Dianne Poore
Representative to Budget Committee	2	Third Friday 9:00 a.m.	January 2013 to December 2013	Jabbar O'Neal	Dianne Poore
Representative-Wellness Committee (School Health Advisory Board)	2	Three Times Per Year	January 2013 to December 2013	O'Neal Smith	Paul Sevillano

Anaheim Union High School District  
2013 Committee Representation

Appointments to Liaison Committees:	Number of Positions	Meeting Day and Time	Appointment Term	Current Appointee	Cabinet Member
City of Anaheim	2	Varies	January 2013 to December 2013	Randle-Trejo Smith	Novack Sevillano Neely
City of Buena Park	2	Varies	January 2013 to December 2013	Piercy Jabbar	Novack Adair
City of Cypress	2	Varies	January 2013 to December 2013	Piercy O'Neal	Novack Poore
City of La Palma	2	Varies	January 2013 to December 2013	O'Neal Randle-Trejo	Novack Poore
City of Stanton	2	Varies	January 2013 to December 2013	Smith Piercy	Novack Karlak Adair
<b>Legislative Contacts and District:</b>	<b>Appointee</b>	<b>Appointee</b>			
District:					
State Senator Mimi Walters, 37th	Smith				
State Senator Tom Harman, 35th	O'Neal				
State Senator Lou Correa, 34th	Smith	Randle-Trejo (Alt.)			
State Senator Bob Huff 29th	Smith				
U.S. Senator Barbara Boxer	Jabbar				
U.S. Senator Dianne Feinstein	Randle-Trejo				
State Assembly Sharon Quirk-Silva, 65th	<b>Appointee</b> Jabbar				
State Assembly Donald P. Wagner, 68th	Jabbar				
State Assembly Travis Allen, 72nd	Smith				
State Assembly Tom Daly, 69th	Randle-Trejo				
U.S. Congresswoman Loretta Sanchez, 46th	Randle-Trejo				



California School Boards Association

**TIME SENSITIVE, REQUIRES BOARD ACTION**  
**DEADLINE Monday, March 17, 2014**  
*Please deliver to all members of the governing board.*

November 15, 2013

**MEMORANDUM**

To: Board Presidents, Superintendents and CSBA Member Boards

From: Cindy Marks, President

Re: Call for Appointments for CSBA Delegate Assembly

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CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year, one in May in Sacramento and one preceding the CSBA Annual Education Conference and Trade show in November or December.

According to CSBA's Bylaws and Standing Rules districts with an ADA of 30,000 or above qualify to appoint representatives to CSBA's Delegate Assembly for a two-year term beginning April 1, 2014 through March 31, 2016. Districts that appoint may also participate in the nomination and the election of other Delegates in the same region or subregion. Information related to the election process is available to download from the CSBA website at [www.csba.org/About/Leadership](http://www.csba.org/About/Leadership).

Your board must vote to re-appoint your current Delegate or appoint another member from your board. Please complete the attached appointment form and candidate biographical sketch form and return it no later than **Monday, March 17, 2014** via fax to (916) 371-3407 or mail to CSBA, Attn: Leadership Services department, 3251 Beacon Blvd., West Sacramento, CA 95691.

For further information about the Delegate Assembly, please feel free to contact the CSBA Leadership Services department at (800) 266-3382. Thank you.

## Attached:

- Appointment Form
- Candidate Biographical Sketch Form
- List of all appointed Delegates (Terms that expire in 2014 are highlighted.)



## 2014 Delegate Assembly Appointment Form

**DUE: Monday, March 17, 2014 (U.S.P.S.)**

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax 916.371.3407

CSBA Region/subregion # \_\_\_\_ / \_\_\_\_

The Board of Education of the \_\_\_\_\_  
(School District or COE)

wishes to appoint: \_\_\_\_\_  
(Appointee)

The appointee is a member of the \_\_\_\_\_,  
(Appointee's School District or COE)

which is a member of the California School Boards Association.

- The appointee has consented to this appointment, and
- Attached is the appointee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé, or
- The appointee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé will be sent by the deadline date.

\_\_\_\_\_  
*Board Clerk or Board Secretary (signed)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Board Clerk or Board Secretary (printed)*

**PLEASE NOTE:** The appointment and candidate biographical sketch forms must be returned, faxed to (916) 371-3407 or mailed with U.S.P.S. postmark to CSBA, Attn: Leadership Services, 3251 Beacon Blvd., West Sacramento, CA 95691 no later than **Monday, March 17, 2014**. Please contact CSBA Leadership Services at (800) 266-3382 should you have any questions. Thank you.



# 2014 Appointed Delegate Assembly Candidate Biographical Sketch Form

**DUE: Monday, March 17, 2014 (U.S.P.S.)**



Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax 916.371.3407

Please complete, sign and date this **required one-page** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this **one-page** candidate form will **not** be accepted.

Name: _____	CSBA Region: _____
District or COE: _____	Years on board: _____
Contact Number: _____	E-mail: _____
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate?	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

Your signature indicates your consent to serve as a Delegate.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
FOR ADJUSTMENTS TO INCOME AND EXPENDITURES  
(GENERAL FUND)**

**RESOLUTION NO. 2013/14-B-04**

December 12, 2013

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

**WHEREAS**, the Board of Trustees of the Anaheim Union High School District determined that income for the District in the amount required to finance the total budget, expenditures, and transfers for the current fiscal year from sources listed in California Education Code Sections 42602/42610; and

**WHEREAS**, the Board of Trustees of the Anaheim Union High School District can show just cause for adjustments to income and expenses per attached schedule of adjustments.

**BE IT FURTHER RESOLVED** that the Board of Trustees approves the adjustments to fund balance per attached schedule of adjustments.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on December 12, 2013, by the following votes:

AYES

NOES:

ABSTAIN:

ABSENT:

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

I, \_\_\_\_\_, 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 12<sup>th</sup> day of December 2013, 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 12<sup>th</sup> day of December 2013.

\_\_\_\_\_  
Superintendent and  
Secretary to the Board of Trustees

**Resolution No. 2013/14-B-04**

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

**FOR ADJUSTMENTS TO INCOME AND EXPENDITURES  
(GENERAL FUND)**

**RESOLUTION NO. 2013/14-B-04**

December 12, 2013

Schedule of Adjustments

<u>Budgetary Account Number</u>	<u>Income Source</u>	<u>Amount</u>
8010-8099	Revenue Limit	\$ 40,112,116.00
8100-8299	Federal Revenues	71,062.00
8300-8599	Other State Revenues	(33,444,184.00)
8600-8799	Other Local Revenues	(190,001.00)
	Increase (Decrease) to Revenue	<u>\$ 6,548,993.00</u>
	 <u>Expenditure</u>	
1000-1999	Certificated Salaries	\$ (1,479,773.00)
2000-2999	Classified Salaries	59,253.00
3000-3999	Employee Benefits	(1,416,947.00)
4000-4999	Books and Supplies	4,796,693.00
5000-5999	Services, Other Operating	1,293,257.00
6000-6999	Capital Outlay	1,425,370.00
7100-7499	Other Outgo	713,266.00
7600-7629	Transfers In/Out	-
	Increase (Decrease) to Expenditures	<u>\$ 5,391,119.00</u>
	 <u>Fund Balance Accounts</u>	
9712	Nonspendable Stores	\$ -
9713	Prepaid Expenditures	-
9740	Restricted	-
9780	Other Assignments	4,000,000.00
9789	Reserve for Economic Uncertainties	107,822.00
9790	Unappropriated Fund Balance	(1,374,799.00)
	Beginning Fund Balance Adjustment	(1,575,149.00)
	Increase (Decrease) to Fund Balance	<u>\$ 1,157,874.00</u>

2013-14 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF/Revenue Limit Sources		8010-8099	190,819,727.00	190,819,727.00	53,445,009.79	230,931,843.00	40,112,116.00	21.0%
2) Federal Revenue		8100-8299	18,315,175.00	18,315,175.00	2,376,257.60	18,386,237.00	71,062.00	0.4%
3) Other State Revenue		8300-8599	73,275,866.00	73,275,866.00	9,447,394.13	39,831,682.00	(33,444,184.00)	-45.6%
4) Other Local Revenue		8600-8799	4,314,667.00	4,314,667.00	414,587.82	4,124,666.00	(190,001.00)	-4.4%
5) TOTAL, REVENUES			286,725,435.00	286,725,435.00	65,683,249.34	293,274,428.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	138,931,270.00	138,931,270.00	28,373,254.89	137,451,497.00	1,479,773.00	1.1%
2) Classified Salaries		2000-2999	45,465,211.00	45,465,211.00	8,560,340.44	45,524,464.00	(59,253.00)	-0.1%
3) Employee Benefits		3000-3999	58,859,921.00	58,859,921.00	15,501,766.62	57,442,974.00	1,416,947.00	2.4%
4) Books and Supplies		4000-4999	26,476,527.00	26,476,527.00	2,071,957.68	31,273,220.00	(4,796,693.00)	-18.1%
5) Services and Other Operating Expenditures		5000-5999	20,233,261.00	20,233,261.00	6,457,457.78	21,526,518.00	(1,293,257.00)	-6.4%
6) Capital Outlay		6000-6999	915,500.00	915,500.00	948,492.25	2,340,870.00	(1,425,370.00)	-155.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	11,284,000.00	11,284,000.00	1,987,010.97	11,997,266.00	(713,266.00)	-6.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			302,165,690.00	302,165,690.00	63,900,280.63	307,556,809.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(15,440,255.00)	(15,440,255.00)	1,782,968.71	(14,282,381.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

2013-14 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(15,440,255.00)	(15,440,255.00)	1,782,968.71	(14,282,381.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	25,835,156.00	25,835,156.00		27,410,305.00	1,575,149.00	6.1%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			25,835,156.00	25,835,156.00		27,410,305.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			25,835,156.00	25,835,156.00		27,410,305.00		
2) Ending Balance, June 30 (E + F1e)			10,394,901.00	10,394,901.00		13,127,924.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	155,000.00	155,000.00		155,000.00		
Stores		9712	350,000.00	350,000.00		350,000.00		
Prepaid Expenditures		9713	350,000.00	350,000.00		350,000.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		4,000,000.00		
Reserve For Potential 2% Salary Ince.	0000	9780				4,000,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	6,043,414.00	6,043,414.00		6,151,236.00		
Unassigned/Unappropriated Amount		9790	3,496,487.00	3,496,487.00		2,121,688.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF/Revenue Limit Sources		8010-8099	182,069,199.00	182,069,199.00	53,445,009.79	222,181,315.00	40,112,116.00	22.0%
2) Federal Revenue		8100-8299	280,011.00	280,011.00	0.00	238,197.00	(41,814.00)	-14.9%
3) Other State Revenue		8300-8599	40,533,762.00	40,533,762.00	439,603.43	6,797,458.00	(33,736,304.00)	-83.2%
4) Other Local Revenue		8600-8799	2,188,949.00	2,188,949.00	264,543.67	1,967,854.00	(221,095.00)	-10.1%
5) TOTAL, REVENUES			225,071,921.00	225,071,921.00	54,149,156.89	231,184,824.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	105,302,085.00	105,302,085.00	20,852,594.65	104,956,819.00	345,266.00	0.3%
2) Classified Salaries		2000-2999	24,745,380.00	24,745,380.00	5,307,323.54	26,110,370.00	(1,364,990.00)	-5.5%
3) Employee Benefits		3000-3999	39,301,015.00	39,301,015.00	10,349,739.59	38,896,097.00	404,918.00	1.0%
4) Books and Supplies		4000-4999	3,026,017.00	3,026,017.00	723,454.99	6,192,731.00	(3,166,714.00)	-104.6%
5) Services and Other Operating Expenditures		5000-5999	13,174,614.00	13,174,614.00	5,147,884.04	13,424,304.00	(249,690.00)	-1.9%
6) Capital Outlay		6000-6999	365,500.00	365,500.00	917,228.01	377,471.00	(11,971.00)	-3.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299						
		7400-7499	9,822,000.00	9,822,000.00	1,805,206.97	10,535,266.00	(713,266.00)	-7.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,625,611.00)	(1,625,611.00)	(293,757.39)	(1,690,872.00)	65,261.00	-4.0%
9) TOTAL, EXPENDITURES			194,111,000.00	194,111,000.00	44,809,674.40	198,802,186.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			30,960,921.00	30,960,921.00	9,339,482.49	32,382,638.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(33,950,557.00)	(33,950,557.00)	0.00	(34,339,190.00)	(388,633.00)	1.1%
4) TOTAL, OTHER FINANCING SOURCES/USES			(33,950,557.00)	(33,950,557.00)	0.00	(34,339,190.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,989,636.00)	(2,989,636.00)	9,339,482.49	(1,956,552.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	13,384,537.00	13,384,537.00		15,084,476.00	1,699,939.00	12.7%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			13,384,537.00	13,384,537.00		15,084,476.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			13,384,537.00	13,384,537.00		15,084,476.00		
2) Ending Balance, June 30 (E + F1e)			10,394,901.00	10,394,901.00		13,127,924.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	155,000.00	155,000.00		155,000.00		
Stores		9712	350,000.00	350,000.00		350,000.00		
Prepaid Expenditures		9713	350,000.00	350,000.00		350,000.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		4,000,000.00		
Reserve For Potential 2% Salary Ince.	0000	9780				4,000,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	6,043,414.00	6,043,414.00		6,151,236.00		
Unassigned/Unappropriated Amount		9790	3,496,487.00	3,496,487.00		2,121,688.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF/Revenue Limit Sources		8010-8099	8,750,528.00	8,750,528.00	0.00	8,750,528.00	0.00	0.0%
2) Federal Revenue		8100-8299	18,035,164.00	18,035,164.00	2,376,257.60	18,148,040.00	112,876.00	0.6%
3) Other State Revenue		8300-8599	32,742,104.00	32,742,104.00	9,007,790.70	33,034,224.00	292,120.00	0.9%
4) Other Local Revenue		8600-8799	2,125,718.00	2,125,718.00	150,044.15	2,156,812.00	31,094.00	1.5%
5) TOTAL, REVENUES			61,653,514.00	61,653,514.00	11,534,092.45	62,089,604.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	33,629,185.00	33,629,185.00	7,520,660.24	32,494,678.00	1,134,507.00	3.4%
2) Classified Salaries		2000-2999	20,719,831.00	20,719,831.00	3,253,016.90	19,414,094.00	1,305,737.00	6.3%
3) Employee Benefits		3000-3999	19,558,906.00	19,558,906.00	5,152,027.03	18,546,877.00	1,012,029.00	5.2%
4) Books and Supplies		4000-4999	23,450,510.00	23,450,510.00	1,348,502.69	25,080,489.00	(1,629,979.00)	-7.0%
5) Services and Other Operating Expenditures		5000-5999	7,058,647.00	7,058,647.00	1,309,573.74	8,102,214.00	(1,043,567.00)	-14.8%
6) Capital Outlay		6000-6999	550,000.00	550,000.00	31,264.24	1,963,399.00	(1,413,399.00)	-257.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,462,000.00	1,462,000.00	181,804.00	1,462,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	1,625,611.00	1,625,611.00	293,757.39	1,690,872.00	(65,261.00)	-4.0%
9) TOTAL, EXPENDITURES			108,054,690.00	108,054,690.00	19,090,606.23	108,754,623.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(46,401,176.00)	(46,401,176.00)	(7,556,513.78)	(46,665,019.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	33,950,557.00	33,950,557.00	0.00	34,339,190.00	388,633.00	1.1%
4) TOTAL, OTHER FINANCING SOURCES/USES			33,950,557.00	33,950,557.00	0.00	34,339,190.00		



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(12,450,619.00)	(12,450,619.00)	(7,556,513.78)	(12,325,829.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	12,450,619.00	12,450,619.00		12,325,829.00	(124,790.00)	-1.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,450,619.00	12,450,619.00		12,325,829.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,450,619.00	12,450,619.00		12,325,829.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT**  
**FOR ADJUSTMENTS TO INCOME AND EXPENDITURES (VARIOUS FUNDS)**

**RESOLUTION NO. 2013/14-B-05**

December 12, 2013

On the motion of Trustee \_\_\_\_\_ duly seconded, the following resolution was adopted by a roll call vote:

**WHEREAS**, the Board of Trustees of the Anaheim Union High School District determined that income for the District in the amount required to finance the total budget, expenditures, and transfers for the current year from sources listed in California Education Code Sections 42602/42610; and

**WHEREAS**, the Board of Trustees of the Anaheim Union High School District can show just cause for adjustments to income and expenses per attached schedule of adjustments.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees approves the adjustments to fund balance per attached schedule of adjustments.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on December 12, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, \_\_\_\_\_, 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 12<sup>th</sup> day of December, 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 12<sup>th</sup> day of December 2013.

\_\_\_\_\_  
Superintendent and  
Secretary to the Board of Trustees

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

**FOR ADJUSTMENTS TO INCOME AND EXPENDITURES  
(VARIOUS FUNDS)**

**RESOLUTION NO. 2013/14-B-05**

December 12, 2013

Schedule of Adjustments

Object Code and Description	FUND DESCRIPTION			
	CAPITAL FACILITIES - DEVELOPER FEES	CAPITAL FACILITIES AGENCY RDA	SPECIAL RESERVE FOR CAPITAL OUTLAY	
8000 - ALL REVENUE SOURCES	\$ -	\$ -	\$ -	\$ -
1000 - CERTIFICATED SALARIES				
2000 - CLASSIFIED SALARIES				
3000 - EMPLOYEE BENEFITS		400.00		
4000 - BOOKS AND SUPPLIES		2,500.00		
5000 - SVCS & OTHER OPER EXP	610,000.00	80,000.00	730,000.00	
6000 - CAPITAL OUTLAY	-	-	-	
7000 - OTHER OUTGO	-	-	-	
INCREASE (DECREASE) TO EXPENDITURES	610,000.00	82,900.00	730,000.00	
FUND BALANCE INCREASE (DECREASE)	\$ (610,000.00)	\$ (82,900.00)	\$ (730,000.00)	\$ (730,000.00)

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 12, 2013 Signed: \_\_\_\_\_  
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

- POSITIVE CERTIFICATION  
As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION  
As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION  
As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Dianne Poore Telephone: (714) 999-3555  
Title: Assistant Superintendent, Business E-mail: poore\_d@auhsd.us

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	LCFF/Revenue Limit	Projected LCFF/revenue limit for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7a	Deferred Maintenance	AB 97 (Chapter 47, Statutes of 2013) eliminated the Deferred Maintenance program under the Local Control Funding Formula. This section has been inactivated.		
7b	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?		X
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2012-13) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since budget adoption in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?		X
		• If yes, have there been changes since budget adoption in self-insurance liabilities?	X	
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)		X
		• Management/supervisor/confidential? (Section S8C, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
FIRST INTERIM REPORT  
STATUS OF FUNDS  
2013- 2014**

**December 12, 2013**

**GENERAL STATEMENTS**

The purpose of the Interim Report is threefold:

1. To certify that the Anaheim Union High School District is in a positive financial position as of October 31, 2013, and will continue to be in a positive financial position through the end of the fiscal year 2013-2014 and the subsequent two fiscal years.
2. To report to the Board of Trustees and Superintendent the financial status of the District by reviewing and revising the 2013-2014 budget.
3. To comply with the Fiscal Management Advisory Committee (FMAC) standards.

**FINANCIAL POSITION**

An analysis of the budget has been completed. We anticipate that the District will be able to meet its financial obligations for the current fiscal year and subsequent two fiscal years.

**ENDING BALANCE**

According to the State adopted Criteria and Standards, available reserves should not be less than 2% of total expenditures. The Anaheim Union High School District revised projected amount designated for economic uncertainties is \$6,151,236 or 2%. The revised projected amount that is undesignated is \$2,121,688.

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
FIRST INTERIM REPORT  
2013-2014**

**GENERAL FUND**

As reflected on the Interim Report General Fund Summary, the projected Unassigned/  
Unappropriated amount increased from the Board Approved Operating Budget as follows:

**INCREASES**

Increase in Fund Balance \$ 1,699,939

Available funds were revised to reflect the  
adjustment to the beginning balance as follows:

Actual Beginning Fund Balance	27,410,305
Original Estimated Beginning Fund Balance	<u>(25,835,156)</u>
Increase in Ending Fund Balance	1,575,149

Add: Decreases to Legally Restricted Reserves	<u>124,790</u>
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Total 1,699,939

Categorical Programs -0-

Common Core Standards	6,447,887
California Clean Energy Jobs Act	1,525,103
Special Education IDEA Mental Health Services	183,098
Carl Perkins Career and Technical Education	46,369
Lottery – Restricted	32,812
Carol White Physical Education Grant	4,055
Transportation Academy Grant	2,784
Multimedia Computer Technology Academy	(3,065)
Title II	(3,327)
Special Education Mental Health Services	(22,895)
OCDE TUPE Grant	(41,814)
CA Performing Arts and Production Grant	(57,925)
Title I	<u>(117,319)</u>

7,995,763

Less: Corresponding Increase in Budgeted Expenditures (7,995,763)

Total -0-

Local Control Funding Formula 785,492

Local Control Funding revenue was increased to reflect the  
revised calculation of funding



State Revenue 36,258

Lottery – Unrestricted 65,625  
Mandated Cost Reimbursement (29,367)  
Total 36,258

Personnel Salary Adjustments 1,287,724

Budgeted salaries and related benefits decreased due to the transfers to categorical programs, teachers working their conference period, benefit adjustments, and other personnel adjustments

**Total Increases \$ 3,809,413**

**DECREASES**

Other Local Revenue (331,938)

Various School Site Donations 100,843  
Gear Up #2 Grant 28,647  
Anaheim Sports Prep Foundation 20,982  
CAPP Grant 11,000  
AVID Destination Graduation 2,137  
Other Adjustments 2,080  
Puente (4,000)  
Sale of Equipment and Supplies (5,000)  
“Let’s Dig a Pool” Project (6,690)  
MAA Reimbursement (350,000)  
(200,001)  
Less: Corresponding Increase in Budgeted Expenditures (131,937)  
Total (331,938)

Other Outgo (713,266)

Budgeted increase in the ROP transfer due to Local Control Funding Formula

Components of Ending Fund Balance

Other Assignments (4,000,000)

Reserve for potential 2% salary increase

Reserve for Economic Uncertainties (107,822)

Budgeted Reserves for Economic Uncertainties were increased due to an increase in projected expenditures

Other Adjustments (31,186)

This is the net effect of adjustments to sites, Departments, and various other minor adjustments to income and expenditures

**Total Decreases \$(5,184,212)**

**NET DECREASE IN PROJECTED UNASSIGNED AMOUNT \$(1,374,799)**

ANAHEIM UNION HIGH SCHOOL DISTRICT  
 VARIOUS FUNDS  
 AS OF OCTOBER 31, 2013

**CAPITAL FACILITIES FUND (Fund 25)**

This fund contains the receipts from developer fees and proceeds from Certificates of Participation.

Cash Balance	\$	1,478,493.11
Cash with Fiscal Agent		13,338,374.10
Developer fees		149,784.19
Interfund Transfers In		0.00
Expenditures		588,782.62
Budgeted Ending Balance	\$	15,213,997.00

**CAPITAL FACILITIES AGENCY RDA (Fund 45)**

Cash Balance	\$	7,454,674.13
Revenues		7,728.03
Expenditures		452,366.65
Budgeted Ending Balance	\$	7,454,674.13

**COUNTY SCHOOL FACILITIES FUND (Fund 35)**

This fund is being used to account for the state funds awarded for the modernization of school sites.

Cash Balance	\$	363,272.36
Revenues		345.20
Expenditures		253.54
Budgeted Ending Balance	\$	266,331.00

**SPECIAL RESERVE FUND (Fund 40)**

Cash Balance	\$	2,841,216.92
Revenues		0.00
Expenditures		923,949.40
Budgeted Ending Balance	\$	1,871,473.00

**SELF-INSURANCE FUND**

**WORKER'S COMPENSATION FUND (Fund 68)**

Cash Balance	\$	1,092,266.40
Cash with Fiscal Agent		400,000.00
Revenues		1,062.47
Expenditures		30,266.38
Budgeted Ending Balance	\$	1,085,847.00

**HEALTH AND WELFARE FUND (Fund 69)**

Cash Balance	\$	10,328,134.73
Cash with Fiscal Agent		1,400,000.00
Revenues		14,075,752.08
Expenditures		16,523,097.92
Budgeted Ending Balance	\$	14,236,979.00

ANAHEIM UNION HIGH SCHOOL DISTRICT  
VARIOUS FUNDS  
AS OF OCTOBER 31, 2013

**CAFETERIA FUND (Fund 13)**

(As of September 30, 2013)

Cash Balance	\$	8,156,232.46
Revenues		3,359,912.07
Expenditures		3,545,732.53
Budgeted Ending Balance	\$	9,078,268.00

2013-14 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF/Revenue Limit Sources		8010-8099	190,819,727.00	190,819,727.00	53,445,009.79	230,931,843.00	40,112,116.00	21.0%
2) Federal Revenue		8100-8299	18,315,175.00	18,315,175.00	2,376,257.60	18,386,237.00	71,062.00	0.4%
3) Other State Revenue		8300-8599	73,275,866.00	73,275,866.00	9,447,394.13	39,831,682.00	(33,444,184.00)	-45.6%
4) Other Local Revenue		8600-8799	4,314,667.00	4,314,667.00	414,587.82	4,124,666.00	(190,001.00)	-4.4%
5) TOTAL, REVENUES			286,725,435.00	286,725,435.00	65,683,249.34	293,274,428.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	138,931,270.00	138,931,270.00	28,373,254.89	137,451,497.00	1,479,773.00	1.1%
2) Classified Salaries		2000-2999	45,465,211.00	45,465,211.00	8,560,340.44	45,524,464.00	(59,253.00)	-0.1%
3) Employee Benefits		3000-3999	58,859,921.00	58,859,921.00	15,501,766.62	57,442,974.00	1,416,947.00	2.4%
4) Books and Supplies		4000-4999	26,476,527.00	26,476,527.00	2,071,957.68	31,273,220.00	(4,796,693.00)	-18.1%
5) Services and Other Operating Expenditures		5000-5999	20,233,261.00	20,233,261.00	6,457,457.78	21,526,518.00	(1,293,257.00)	-6.4%
6) Capital Outlay		6000-6999	915,500.00	915,500.00	948,492.25	2,340,870.00	(1,425,370.00)	-155.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	11,284,000.00	11,284,000.00	1,987,010.97	11,997,266.00	(713,266.00)	-6.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			302,165,690.00	302,165,690.00	63,900,280.63	307,556,809.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(15,440,255.00)	(15,440,255.00)	1,782,968.71	(14,282,381.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

2013-14 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(15,440,255.00)	(15,440,255.00)	1,782,968.71	(14,282,381.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	25,835,156.00	25,835,156.00		27,410,305.00	1,575,149.00	6.1%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			25,835,156.00	25,835,156.00		27,410,305.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			25,835,156.00	25,835,156.00		27,410,305.00		
2) Ending Balance, June 30 (E + F1e)			10,394,901.00	10,394,901.00		13,127,924.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	155,000.00	155,000.00		155,000.00		
Stores		9712	350,000.00	350,000.00		350,000.00		
Prepaid Expenditures		9713	350,000.00	350,000.00		350,000.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		4,000,000.00		
Reserve For Potential 2% Salary Incre	0000	9780				4,000,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	6,043,414.00	6,043,414.00		6,151,236.00		
Unassigned/Unappropriated Amount		9790	3,496,487.00	3,496,487.00		2,121,688.00		

2013-14 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF/REVENUE LIMIT SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	98,500,653.00	98,500,653.00	39,837,425.88	138,935,412.00	40,434,759.00	41.1%
Education Protection Account State Aid - Current Year		8012	38,905,656.00	38,905,656.00	8,714,005.00	34,856,018.00	(4,049,638.00)	-10.4%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	720,059.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	412,024.00	412,024.00	0.00	399,470.00	(12,554.00)	-3.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	48,821,527.00	48,821,527.00	0.00	50,534,888.00	1,713,361.00	3.5%
Unsecured Roll Taxes		8042	1,847,735.00	1,847,735.00	1,249,974.67	1,779,349.00	(68,386.00)	-3.7%
Prior Years' Taxes		8043	1,168,883.00	1,168,883.00	966,560.13	991,768.00	(177,115.00)	-15.2%
Supplemental Taxes		8044	1,365,647.00	1,365,647.00	1,136,793.97	1,922,826.00	557,179.00	40.8%
Education Revenue Augmentation Fund (ERAF)		8045	(645,967.00)	(645,967.00)	441,086.63	(261,412.00)	384,555.00	-59.5%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	379,072.02	1,773,524.00	1,773,524.00	New
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	64.99	0.00	0.00	0.0%
Less: Non-LCFF/Revenue Limit (50%) Adjustment		8089	0.00	0.00	(32.50)	0.00	0.00	0.0%
<b>Subtotal, LCFF/Revenue Limit Sources</b>			<b>190,376,158.00</b>	<b>190,376,158.00</b>	<b>53,445,009.79</b>	<b>230,931,843.00</b>	<b>40,555,685.00</b>	<b>21.3%</b>
<b>LCFF/Revenue Limit Transfers</b>								
Unrestricted LCFF/Revenue Limit Transfers - Current Year	0000	8091	(8,750,528.00)	(8,750,528.00)	0.00	(8,750,528.00)	0.00	0.0%
Continuation Education ADA Transfer	2200	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091	8,750,528.00	8,750,528.00	0.00	8,750,528.00	0.00	0.0%
All Other LCFF/Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	443,569.00	443,569.00	0.00	0.00	(443,569.00)	-100.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF/REVENUE LIMIT SOURCES</b>			<b>190,819,727.00</b>	<b>190,819,727.00</b>	<b>53,445,009.79</b>	<b>230,931,843.00</b>	<b>40,112,116.00</b>	<b>21.0%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	5,352,460.00	5,352,460.00	0.00	5,352,460.00	0.00	0.0%
Special Education Discretionary Grants		8182	170,321.00	170,321.00	0.00	353,419.00	183,098.00	107.5%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	237,911.00	237,911.00	0.00	196,097.00	(41,814.00)	-17.6%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%

2013-14 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	8,826,174.00	8,826,174.00	1,640,583.45	8,708,855.00	(117,319.00)	-1.3%
NCLB: Title I, Part D, Local Delinquent Program	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	1,383,471.00	1,383,471.00	224,653.80	1,380,144.00	(3,327.00)	-0.2%
NCLB: Title III, Immigration Education Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	1,152,820.00	1,152,820.00	258,213.94	1,152,820.00	0.00	0.0%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other No Child Left Behind	3011-3020, 3026-3205, 4036-4126, 5510	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	488,738.00	488,738.00	0.00	535,107.00	46,369.00	9.5%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	703,280.00	703,280.00	252,806.41	707,335.00	4,055.00	0.6%
<b>TOTAL, FEDERAL REVENUE</b>			<b>18,315,175.00</b>	<b>18,315,175.00</b>	<b>2,376,257.60</b>	<b>18,386,237.00</b>	<b>71,062.00</b>	<b>0.4%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
Community Day School Additional Funding Current Year	2430	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	2430	8319	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Entitlement Current Year	6355-6360	8311	62,000.00	62,000.00	0.00	62,000.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	14,603,209.00	14,603,209.00	4,109,189.01	14,603,209.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	14,588.46	0.00	0.00	0.0%
Home-to-School Transportation	7230	8311	28,692.00	28,692.00	0.00	0.00	(28,692.00)	-100.0%
Economic Impact Aid	7090-7091	8311	4,830,560.00	4,830,560.00	0.00	0.00	(4,830,560.00)	-100.0%
Spec. Ed. Transportation	7240	8311	694,810.00	694,810.00	0.00	0.00	(694,810.00)	-100.0%
All Other State Apportionments - Current Year	All Other	8311	672,000.00	672,000.00	255,351.00	672,000.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,457,235.00	1,457,235.00	0.00	1,427,868.00	(29,367.00)	-2.0%
Lottery - Unrestricted and Instructional Materis		8560	5,513,144.00	5,513,144.00	363,323.52	5,611,581.00	98,437.00	1.8%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	768,264.00	768,264.00	576,198.31	768,264.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	5,990,500.00	5,990,500.00	0.00	5,990,500.00	0.00	0.0%
All Other State Revenue	All Other	8590	38,655,452.00	38,655,452.00	4,128,743.83	10,696,260.00	(27,959,192.00)	-72.3%

2013-14 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
TOTAL, OTHER STATE REVENUE			73,275,866.00	73,275,866.00	9,447,394.13	39,831,682.00	(33,444,184.00)	-45.6%



2013-14 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF/RL Deduction		8625	39,000.00	39,000.00	1,644.28	39,000.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF/Revenue Limit Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	25,000.00	25,000.00	0.00	20,000.00	(5,000.00)	-20.0%
Sale of Publications		8632	2,000.00	2,000.00	1,585.57	2,000.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	165,000.00	165,000.00	46,307.60	165,000.00	0.00	0.0%
Interest		8660	225,000.00	225,000.00	46,164.38	225,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	815,000.00	815,000.00	69,200.00	815,000.00	0.00	0.0%
Transportation Services	7230, 7240	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services	All Other	8677	971,000.00	971,000.00	11,000.00	982,000.00	11,000.00	1.1%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF/Revenue Limit (50%) Adjustment		8691	0.00	0.00	32.50	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	936,495.00	936,495.00	238,653.49	740,494.00	(196,001.00)	-20.9%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	1,136,172.00	1,136,172.00	0.00	1,136,172.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>4,314,667.00</b>	<b>4,314,667.00</b>	<b>414,587.82</b>	<b>4,124,666.00</b>	<b>(190,001.00)</b>	<b>-4.4%</b>
<b>TOTAL, REVENUES</b>			<b>286,725,435.00</b>	<b>286,725,435.00</b>	<b>65,683,249.34</b>	<b>293,274,428.00</b>	<b>6,548,993.00</b>	<b>2.3%</b>

2013-14 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	119,536,489.00	119,536,489.00	23,275,235.41	118,360,271.00	1,176,218.00	1.0%
Certificated Pupil Support Salaries		1200	8,585,456.00	8,585,456.00	1,854,866.27	8,268,311.00	317,145.00	3.7%
Certificated Supervisors' and Administrators' Salaries		1300	9,545,017.00	9,545,017.00	2,811,987.94	9,535,609.00	9,408.00	0.1%
Other Certificated Salaries		1900	1,264,308.00	1,264,308.00	431,165.27	1,287,306.00	(22,998.00)	-1.8%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>138,931,270.00</b>	<b>138,931,270.00</b>	<b>28,373,254.89</b>	<b>137,451,497.00</b>	<b>1,479,773.00</b>	<b>1.1%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	12,868,450.00	12,868,450.00	1,515,904.26	12,684,735.00	183,715.00	1.4%
Classified Support Salaries		2200	16,840,967.00	16,840,967.00	3,590,153.95	16,719,954.00	121,013.00	0.7%
Classified Supervisors' and Administrators' Salaries		2300	2,380,956.00	2,380,956.00	593,580.98	2,372,531.00	8,425.00	0.4%
Clerical, Technical and Office Salaries		2400	13,374,838.00	13,374,838.00	2,860,701.25	13,747,244.00	(372,406.00)	-2.8%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>45,465,211.00</b>	<b>45,465,211.00</b>	<b>8,560,340.44</b>	<b>45,524,464.00</b>	<b>(59,253.00)</b>	<b>-0.1%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	11,467,626.00	11,467,626.00	1,236,656.10	11,408,107.00	59,519.00	0.5%
PERS		3201-3202	5,942,810.00	5,942,810.00	1,013,185.48	5,152,697.00	790,113.00	13.3%
OASDI/Medicare/Alternative		3301-3302	5,817,256.00	5,817,256.00	1,043,274.19	5,739,912.00	77,344.00	1.3%
Health and Welfare Benefits		3401-3402	29,385,150.00	29,385,150.00	9,711,251.05	29,385,150.00	0.00	0.0%
Unemployment Insurance		3501-3502	92,571.00	92,571.00	9,242.94	137,120.00	(44,549.00)	-48.1%
Workers' Compensation		3601-3602	3,788,748.00	3,788,748.00	1,459,323.72	3,592,795.00	195,953.00	5.2%
OPEB, Allocated		3701-3702	1,635,071.00	1,635,071.00	636,711.57	1,635,071.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction		3801-3802	338,567.00	338,567.00	0.00	0.00	338,567.00	100.0%
Other Employee Benefits		3901-3902	392,122.00	392,122.00	392,121.57	392,122.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>58,859,921.00</b>	<b>58,859,921.00</b>	<b>15,501,766.62</b>	<b>57,442,974.00</b>	<b>1,416,947.00</b>	<b>2.4%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	4,369,379.00	4,369,379.00	267,987.08	4,382,310.00	(12,931.00)	-0.3%
Books and Other Reference Materials		4200	54,661.00	54,661.00	20,641.11	63,845.00	(9,184.00)	-16.8%
Materials and Supplies		4300	20,803,977.00	20,803,977.00	1,536,542.00	20,594,433.00	209,544.00	1.0%
Noncapitalized Equipment		4400	1,248,510.00	1,248,510.00	246,787.49	6,232,632.00	(4,984,122.00)	-399.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>26,476,527.00</b>	<b>26,476,527.00</b>	<b>2,071,957.68</b>	<b>31,273,220.00</b>	<b>(4,796,693.00)</b>	<b>-18.1%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	918,264.00	918,264.00	0.00	918,264.00	0.00	0.0%
Travel and Conferences		5200	262,403.00	262,403.00	108,164.53	313,820.00	(51,417.00)	-19.6%
Dues and Memberships		5300	52,284.00	52,284.00	46,572.66	87,795.00	(35,511.00)	-67.9%
Insurance		5400-5450	1,712,000.00	1,712,000.00	1,236,878.62	1,757,692.00	(45,692.00)	-2.7%
Operations and Housekeeping Services		5500	7,186,850.00	7,186,850.00	2,339,212.68	7,186,850.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,940,260.00	1,940,260.00	1,030,195.40	2,371,670.00	(431,410.00)	-22.2%
Transfers of Direct Costs		5710	0.00	0.00	9,697.44	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	7,777,590.00	7,777,590.00	1,590,669.12	8,491,717.00	(714,127.00)	-9.2%
Communications		5900	383,610.00	383,610.00	96,067.33	398,710.00	(15,100.00)	-3.9%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>20,233,261.00</b>	<b>20,233,261.00</b>	<b>6,457,457.78</b>	<b>21,526,518.00</b>	<b>(1,293,257.00)</b>	<b>-6.4%</b>

2013-14 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	612,600.10	661,344.00	(661,344.00)	New
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	212,857.76	767,055.00	(767,055.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	915,500.00	915,500.00	123,034.39	912,471.00	3,029.00	0.3%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>915,500.00</b>	<b>915,500.00</b>	<b>948,492.25</b>	<b>2,340,870.00</b>	<b>(1,425,370.00)</b>	<b>-155.7%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	12,000.00	12,000.00	0.00	12,000.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	1,400,000.00	1,400,000.00	181,804.00	1,400,000.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	62,000.00	62,000.00	0.00	62,000.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	9,810,000.00	9,810,000.00	1,805,206.97	10,523,266.00	(713,266.00)	-7.3%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>11,284,000.00</b>	<b>11,284,000.00</b>	<b>1,987,010.97</b>	<b>11,997,266.00</b>	<b>(713,266.00)</b>	<b>-6.3%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>302,165,690.00</b>	<b>302,165,690.00</b>	<b>63,900,280.63</b>	<b>307,556,809.00</b>	<b>(5,391,119.00)</b>	<b>-1.8%</b>

2013-14 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Proceeds</b>								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Long-Term Debt Proceeds</b>								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF/Revenue Limit Sources		8010-8099	182,069,199.00	182,069,199.00	53,445,009.79	222,181,315.00	40,112,116.00	22.0%
2) Federal Revenue		8100-8299	280,011.00	280,011.00	0.00	238,197.00	(41,814.00)	-14.9%
3) Other State Revenue		8300-8599	40,533,762.00	40,533,762.00	439,603.43	6,797,458.00	(33,736,304.00)	-83.2%
4) Other Local Revenue		8600-8799	2,188,949.00	2,188,949.00	264,543.67	1,967,854.00	(221,095.00)	-10.1%
5) TOTAL, REVENUES			225,071,921.00	225,071,921.00	54,149,156.89	231,184,824.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	105,302,085.00	105,302,085.00	20,852,594.65	104,956,819.00	345,266.00	0.3%
2) Classified Salaries		2000-2999	24,745,380.00	24,745,380.00	5,307,323.54	26,110,370.00	(1,364,990.00)	-5.5%
3) Employee Benefits		3000-3999	39,301,015.00	39,301,015.00	10,349,739.59	38,896,097.00	404,918.00	1.0%
4) Books and Supplies		4000-4999	3,026,017.00	3,026,017.00	723,454.99	6,192,731.00	(3,166,714.00)	-104.6%
5) Services and Other Operating Expenditures		5000-5999	13,174,614.00	13,174,614.00	5,147,884.04	13,424,304.00	(249,690.00)	-1.9%
6) Capital Outlay		6000-6999	365,500.00	365,500.00	917,228.01	377,471.00	(11,971.00)	-3.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	9,822,000.00	9,822,000.00	1,805,206.97	10,535,266.00	(713,266.00)	-7.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,625,611.00)	(1,625,611.00)	(293,757.39)	(1,690,872.00)	65,261.00	-4.0%
9) TOTAL, EXPENDITURES			194,111,000.00	194,111,000.00	44,809,674.40	198,802,186.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			30,960,921.00	30,960,921.00	9,339,482.49	32,382,638.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(33,950,557.00)	(33,950,557.00)	0.00	(34,339,190.00)	(388,633.00)	1.1%
4) TOTAL, OTHER FINANCING SOURCES/USES			(33,950,557.00)	(33,950,557.00)	0.00	(34,339,190.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,989,636.00)	(2,989,636.00)	9,339,482.49	(1,956,552.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	13,384,537.00	13,384,537.00		15,084,476.00	1,699,939.00	12.7%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			13,384,537.00	13,384,537.00		15,084,476.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			13,384,537.00	13,384,537.00		15,084,476.00		
2) Ending Balance, June 30 (E + F1e)			10,394,901.00	10,394,901.00		13,127,924.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	155,000.00	155,000.00		155,000.00		
Stores		9712	350,000.00	350,000.00		350,000.00		
Prepaid Expenditures		9713	350,000.00	350,000.00		350,000.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		4,000,000.00		
Reserve For Potential 2% Salary Incre	0000	9780				4,000,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	6,043,414.00	6,043,414.00		6,151,236.00		
Unassigned/Unappropriated Amount		9790	3,496,487.00	3,496,487.00		2,121,688.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF/REVENUE LIMIT SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	98,500,653.00	98,500,653.00	39,837,425.88	138,935,412.00	40,434,759.00	41.1%
Education Protection Account State Aid - Current Year		8012	38,905,656.00	38,905,656.00	8,714,005.00	34,856,018.00	(4,049,638.00)	-10.4%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	720,059.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	412,024.00	412,024.00	0.00	399,470.00	(12,554.00)	-3.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	48,821,527.00	48,821,527.00	0.00	50,534,888.00	1,713,361.00	3.5%
Unsecured Roll Taxes		8042	1,847,735.00	1,847,735.00	1,249,974.67	1,779,349.00	(68,386.00)	-3.7%
Prior Years' Taxes		8043	1,168,883.00	1,168,883.00	966,560.13	991,768.00	(177,115.00)	-15.2%
Supplemental Taxes		8044	1,365,647.00	1,365,647.00	1,136,793.97	1,922,826.00	557,179.00	40.8%
Education Revenue Augmentation Fund (ERAF)		8045	(645,967.00)	(645,967.00)	441,086.63	(261,412.00)	384,555.00	-59.5%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	379,072.02	1,773,524.00	1,773,524.00	New
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	64.99	0.00	0.00	0.0%
Less: Non-LCFF/Revenue Limit (50%) Adjustment		8089	0.00	0.00	(32.50)	0.00	0.00	0.0%
<b>Subtotal, LCFF/Revenue Limit Sources</b>			<b>190,376,158.00</b>	<b>190,376,158.00</b>	<b>53,445,009.79</b>	<b>230,931,843.00</b>	<b>40,555,685.00</b>	<b>21.3%</b>
<b>LCFF/Revenue Limit Transfers</b>								
Unrestricted LCFF/Revenue Limit Transfers - Current Year	0000	8091	(8,750,528.00)	(8,750,528.00)	0.00	(8,750,528.00)	0.00	0.0%
Continuation Education ADA Transfer	2200	8091						
Community Day Schools Transfer	2430	8091						
Special Education ADA Transfer	6500	8091						
All Other LCFF/Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	443,569.00	443,569.00	0.00	0.00	(443,569.00)	-100.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF/REVENUE LIMIT SOURCES</b>			<b>182,069,199.00</b>	<b>182,069,199.00</b>	<b>53,445,009.79</b>	<b>222,181,315.00</b>	<b>40,112,116.00</b>	<b>22.0%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	237,911.00	237,911.00	0.00	196,097.00	(41,814.00)	-17.6%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290						
NCLB: Title I, Part D, Local Delinquent Program	3025	8290						
NCLB: Title II, Part A, Teacher Quality	4035	8290						
NCLB: Title III, Immigration Education Program	4201	8290						
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290						
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other No Child Left Behind	3011-3020, 3026-3205, 4036-4126, 5510	8290						
Vocational and Applied Technology Education	3500-3699	8290						
Safe and Drug Free Schools	3700-3799	8290						
All Other Federal Revenue	All Other	8290	42,100.00	42,100.00	0.00	42,100.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>280,011.00</b>	<b>280,011.00</b>	<b>0.00</b>	<b>238,197.00</b>	<b>(41,814.00)</b>	<b>-14.9%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
Community Day School Additional Funding Current Year	2430	8311						
Prior Years	2430	8319						
ROC/P Entitlement Current Year	6355-6360	8311						
Prior Years	6355-6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
Home-to-School Transportation	7230	8311						
Economic Impact Aid	7090-7091	8311						
Spec. Ed. Transportation	7240	8311						
All Other State Apportionments - Current Year	All Other	8311	672,000.00	672,000.00	255,351.00	672,000.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	1,457,235.00	1,457,235.00	0.00	1,427,868.00	(29,367.00)	-2.0%
Lottery - Unrestricted and Instructional Materials		8560	4,528,765.00	4,528,765.00	184,252.43	4,594,390.00	65,625.00	1.4%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590						
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690	8590						
Healthy Start	6240	8590						
Specialized Secondary	7370	8590						
School Community Violence Prevention Grant	7391	8590						
Quality Education Investment Act	7400	8590						
All Other State Revenue	All Other	8590	33,875,762.00	33,875,762.00	0.00	103,200.00	(33,772,562.00)	-99.7%



2013-14 First Interim  
General Fund  
Unrestricted (Resources 0000-1999)  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
TOTAL, OTHER STATE REVENUE			40,533,762.00	40,533,762.00	439,603.43	6,797,458.00	(33,736,304.00)	-83.2%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF/RL Deduction		8625	39,000.00	39,000.00	1,644.28	39,000.00		
Penalties and Interest from Delinquent Non-LCFF/Revenue								
Limit Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	25,000.00	25,000.00	0.00	20,000.00	(5,000.00)	-20.0%
Sale of Publications		8632	2,000.00	2,000.00	1,585.57	2,000.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	165,000.00	165,000.00	46,307.60	165,000.00	0.00	0.0%
Interest		8660	225,000.00	225,000.00	46,164.38	225,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00		
Transportation Services	7230, 7240	8677						
Interagency Services	All Other	8677	971,000.00	971,000.00	0.00	971,000.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF/Revenue Limit (50%) Adjustment		8691	0.00	0.00	32.50	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	761,949.00	761,949.00	168,809.34	545,854.00	(216,095.00)	-28.4%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>2,188,949.00</b>	<b>2,188,949.00</b>	<b>264,543.67</b>	<b>1,967,854.00</b>	<b>(221,095.00)</b>	<b>-10.1%</b>
<b>TOTAL, REVENUES</b>			<b>225,071,921.00</b>	<b>225,071,921.00</b>	<b>54,149,156.89</b>	<b>231,184,824.00</b>	<b>6,112,903.00</b>	<b>2.7%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	91,551,132.00	91,551,132.00	17,387,254.06	91,378,981.00	172,151.00	0.2%
Certificated Pupil Support Salaries		1200	5,563,020.00	5,563,020.00	1,054,119.23	5,279,436.00	283,584.00	5.1%
Certificated Supervisors' and Administrators' Salaries		1300	8,187,933.00	8,187,933.00	2,411,221.36	8,298,402.00	(110,469.00)	-1.3%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>105,302,085.00</b>	<b>105,302,085.00</b>	<b>20,852,594.65</b>	<b>104,956,819.00</b>	<b>345,266.00</b>	<b>0.3%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	1,225,407.00	1,225,407.00	49,071.64	1,800,337.00	(574,930.00)	-46.9%
Classified Support Salaries		2200	9,541,255.00	9,541,255.00	2,211,136.72	9,756,755.00	(215,500.00)	-2.3%
Classified Supervisors' and Administrators' Salaries		2300	1,950,823.00	1,950,823.00	486,248.12	2,027,717.00	(76,894.00)	-3.9%
Clerical, Technical and Office Salaries		2400	12,027,895.00	12,027,895.00	2,560,867.06	12,525,561.00	(497,666.00)	-4.1%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>24,745,380.00</b>	<b>24,745,380.00</b>	<b>5,307,323.54</b>	<b>26,110,370.00</b>	<b>(1,364,990.00)</b>	<b>-5.5%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	8,766,228.00	8,766,228.00	627,962.36	8,721,215.00	45,013.00	0.5%
PERS		3201-3202	3,302,227.00	3,302,227.00	646,943.79	2,801,629.00	500,598.00	15.2%
OASDI/Medicare/Alternative		3301-3302	3,689,815.00	3,689,815.00	681,489.33	3,736,167.00	(46,352.00)	-1.3%
Health and Welfare Benefits		3401-3402	18,542,466.00	18,542,466.00	6,121,744.01	19,052,484.00	(510,018.00)	-2.8%
Unemployment Insurance		3501-3502	55,819.00	55,819.00	3,883.78	16,217.00	39,602.00	70.9%
Workers' Compensation		3601-3602	2,668,192.00	2,668,192.00	1,238,883.18	2,541,192.00	127,000.00	4.8%
OPEB, Allocated		3701-3702	1,635,071.00	1,635,071.00	636,711.57	1,635,071.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction		3801-3802	249,075.00	249,075.00	0.00	0.00	249,075.00	100.0%
Other Employee Benefits		3901-3902	392,122.00	392,122.00	392,121.57	392,122.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>39,301,015.00</b>	<b>39,301,015.00</b>	<b>10,349,739.59</b>	<b>38,896,097.00</b>	<b>404,918.00</b>	<b>1.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	(7,995.66)	0.00	0.00	0.0%
Books and Other Reference Materials		4200	4,075.00	4,075.00	8,619.28	14,607.00	(10,532.00)	-258.5%
Materials and Supplies		4300	2,651,442.00	2,651,442.00	681,584.14	5,731,220.00	(3,079,778.00)	-116.2%
Noncapitalized Equipment		4400	370,500.00	370,500.00	41,247.23	446,904.00	(76,404.00)	-20.6%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>3,026,017.00</b>	<b>3,026,017.00</b>	<b>723,454.99</b>	<b>6,192,731.00</b>	<b>(3,166,714.00)</b>	<b>-104.6%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	48,010.00	48,010.00	9,542.03	58,725.00	(10,715.00)	-22.3%
Dues and Memberships		5300	44,484.00	44,484.00	46,572.66	79,995.00	(35,511.00)	-79.8%
Insurance		5400-5450	1,712,000.00	1,712,000.00	1,236,878.62	1,757,692.00	(45,692.00)	-2.7%
Operations and Housekeeping Services		5500	7,066,850.00	7,066,850.00	2,339,212.68	7,066,850.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	711,260.00	711,260.00	540,489.08	742,763.00	(31,503.00)	-4.4%
Transfers of Direct Costs		5710	634,026.00	634,026.00	115,546.67	620,320.00	13,706.00	2.2%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,679,719.00	2,679,719.00	790,024.65	2,818,694.00	(138,975.00)	-5.2%
Communications		5900	278,265.00	278,265.00	69,617.65	279,265.00	(1,000.00)	-0.4%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>13,174,614.00</b>	<b>13,174,614.00</b>	<b>5,147,884.04</b>	<b>13,424,304.00</b>	<b>(249,690.00)</b>	<b>-1.9%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	612,600.10	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	212,857.76	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	365,500.00	365,500.00	91,770.15	377,471.00	(11,971.00)	-3.3%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>365,500.00</b>	<b>365,500.00</b>	<b>917,228.01</b>	<b>377,471.00</b>	<b>(11,971.00)</b>	<b>-3.3%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	12,000.00	12,000.00	0.00	12,000.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	9,810,000.00	9,810,000.00	1,805,206.97	10,523,266.00	(713,266.00)	-7.3%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>9,822,000.00</b>	<b>9,822,000.00</b>	<b>1,805,206.97</b>	<b>10,535,266.00</b>	<b>(713,266.00)</b>	<b>-7.3%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	(1,625,611.00)	(1,625,611.00)	(293,757.39)	(1,690,872.00)	65,261.00	-4.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(1,625,611.00)</b>	<b>(1,625,611.00)</b>	<b>(293,757.39)</b>	<b>(1,690,872.00)</b>	<b>65,261.00</b>	<b>-4.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>194,111,000.00</b>	<b>194,111,000.00</b>	<b>44,809,674.40</b>	<b>198,802,186.00</b>	<b>(4,691,186.00)</b>	<b>-2.4%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Proceeds</b>								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Long-Term Debt Proceeds</b>								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	(33,950,557.00)	(33,950,557.00)	0.00	(34,339,190.00)	(388,633.00)	1.1%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(33,950,557.00)	(33,950,557.00)	0.00	(34,339,190.00)	(388,633.00)	1.1%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			(33,950,557.00)	(33,950,557.00)	0.00	(34,339,190.00)	(388,633.00)	1.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF/Revenue Limit Sources		8010-8099	8,750,528.00	8,750,528.00	0.00	8,750,528.00	0.00	0.0%
2) Federal Revenue		8100-8299	18,035,164.00	18,035,164.00	2,376,257.60	18,148,040.00	112,876.00	0.6%
3) Other State Revenue		8300-8599	32,742,104.00	32,742,104.00	9,007,790.70	33,034,224.00	292,120.00	0.9%
4) Other Local Revenue		8600-8799	2,125,718.00	2,125,718.00	150,044.15	2,156,812.00	31,094.00	1.5%
5) TOTAL, REVENUES			61,653,514.00	61,653,514.00	11,534,092.45	62,089,604.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	33,629,185.00	33,629,185.00	7,520,660.24	32,494,678.00	1,134,507.00	3.4%
2) Classified Salaries		2000-2999	20,719,831.00	20,719,831.00	3,253,016.90	19,414,094.00	1,305,737.00	6.3%
3) Employee Benefits		3000-3999	19,558,906.00	19,558,906.00	5,152,027.03	18,546,877.00	1,012,029.00	5.2%
4) Books and Supplies		4000-4999	23,450,510.00	23,450,510.00	1,348,502.69	25,080,489.00	(1,629,979.00)	-7.0%
5) Services and Other Operating Expenditures		5000-5999	7,058,647.00	7,058,647.00	1,309,573.74	8,102,214.00	(1,043,567.00)	-14.8%
6) Capital Outlay		6000-6999	550,000.00	550,000.00	31,264.24	1,963,399.00	(1,413,399.00)	-257.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,462,000.00	1,462,000.00	181,804.00	1,462,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	1,625,611.00	1,625,611.00	293,757.39	1,690,872.00	(65,261.00)	-4.0%
9) TOTAL, EXPENDITURES			108,054,690.00	108,054,690.00	19,090,606.23	108,754,623.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(46,401,176.00)	(46,401,176.00)	(7,556,513.78)	(46,665,019.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	33,950,557.00	33,950,557.00	0.00	34,339,190.00	388,633.00	1.1%
4) TOTAL, OTHER FINANCING SOURCES/USES			33,950,557.00	33,950,557.00	0.00	34,339,190.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(12,450,619.00)	(12,450,619.00)	(7,556,513.78)	(12,325,829.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	12,450,619.00	12,450,619.00		12,325,829.00	(124,790.00)	-1.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,450,619.00	12,450,619.00		12,325,829.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,450,619.00	12,450,619.00		12,325,829.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		0.00		
<b>Components of Ending Fund Balance</b>								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF/REVENUE LIMIT SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF/Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
<b>Subtotal, LCFF/Revenue Limit Sources</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
<b>LCFF/Revenue Limit Transfers</b>								
Unrestricted LCFF/Revenue Limit Transfers - Current Year	0000	8091						
Continuation Education ADA Transfer	2200	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091	8,750,528.00	8,750,528.00	0.00	8,750,528.00	0.00	0.0%
All Other LCFF/Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	0.00	0.00	0.00	0.00		
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF/REVENUE LIMIT SOURCES</b>			<b>8,750,528.00</b>	<b>8,750,528.00</b>	<b>0.00</b>	<b>8,750,528.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	5,352,460.00	5,352,460.00	0.00	5,352,460.00	0.00	0.0%
Special Education Discretionary Grants		8182	170,321.00	170,321.00	0.00	353,419.00	183,098.00	107.5%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	8,826,174.00	8,826,174.00	1,640,583.45	8,708,855.00	(117,319.00)	-1.3%
NCLB: Title I, Part D, Local Delinquent Program	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	1,383,471.00	1,383,471.00	224,653.80	1,380,144.00	(3,327.00)	-0.2%
NCLB: Title III, Immigration Education Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	1,152,820.00	1,152,820.00	258,213.94	1,152,820.00	0.00	0.0%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other No Child Left Behind	3011-3020, 3026-3205, 4036-4126, 5510	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	488,738.00	488,738.00	0.00	535,107.00	46,369.00	9.5%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	661,180.00	661,180.00	252,806.41	665,235.00	4,055.00	0.6%
<b>TOTAL, FEDERAL REVENUE</b>			<b>18,035,164.00</b>	<b>18,035,164.00</b>	<b>2,376,257.60</b>	<b>18,148,040.00</b>	<b>112,876.00</b>	<b>0.6%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
Community Day School Additional Funding Current Year	2430	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	2430	8319	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Entitlement Current Year	6355-6360	8311	62,000.00	62,000.00	0.00	62,000.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	14,603,209.00	14,603,209.00	4,109,189.01	14,603,209.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	14,588.46	0.00	0.00	0.0%
Home-to-School Transportation	7230	8311	28,692.00	28,692.00	0.00	0.00	(28,692.00)	-100.0%
Economic Impact Aid	7090-7091	8311	4,830,560.00	4,830,560.00	0.00	0.00	(4,830,560.00)	-100.0%
Spec. Ed. Transportation	7240	8311	694,810.00	694,810.00	0.00	0.00	(694,810.00)	-100.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materi		8560	984,379.00	984,379.00	179,071.09	1,017,191.00	32,812.00	3.3%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	768,264.00	768,264.00	576,198.31	768,264.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	5,990,500.00	5,990,500.00	0.00	5,990,500.00	0.00	0.0%
All Other State Revenue	All Other	8590	4,779,690.00	4,779,690.00	4,128,743.83	10,593,060.00	5,813,370.00	121.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
TOTAL, OTHER STATE REVENUE			32,742,104.00	32,742,104.00	9,007,790.70	33,034,224.00	292,120.00	0.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF/RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF/Revenue Limit Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	815,000.00	815,000.00	69,200.00	815,000.00	0.00	0.0%
Transportation Services	7230, 7240	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	11,000.00	11,000.00	11,000.00	New
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF/Revenue Limit (		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	174,546.00	174,546.00	69,844.15	194,640.00	20,094.00	11.5%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	1,136,172.00	1,136,172.00	0.00	1,136,172.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>2,125,718.00</b>	<b>2,125,718.00</b>	<b>150,044.15</b>	<b>2,156,812.00</b>	<b>31,094.00</b>	<b>1.5%</b>
<b>TOTAL, REVENUES</b>			<b>61,653,514.00</b>	<b>61,653,514.00</b>	<b>11,534,092.45</b>	<b>62,089,604.00</b>	<b>436,090.00</b>	<b>0.7%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	27,985,357.00	27,985,357.00	5,887,981.35	26,981,290.00	1,004,067.00	3.6%
Certificated Pupil Support Salaries		1200	3,022,436.00	3,022,436.00	800,747.04	2,988,875.00	33,561.00	1.1%
Certificated Supervisors' and Administrators' Salaries		1300	1,357,084.00	1,357,084.00	400,766.58	1,237,207.00	119,877.00	8.8%
Other Certificated Salaries		1900	1,264,308.00	1,264,308.00	431,165.27	1,287,306.00	(22,998.00)	-1.8%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>33,629,185.00</b>	<b>33,629,185.00</b>	<b>7,520,660.24</b>	<b>32,494,678.00</b>	<b>1,134,507.00</b>	<b>3.4%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	11,643,043.00	11,643,043.00	1,466,832.62	10,884,398.00	758,645.00	6.5%
Classified Support Salaries		2200	7,299,712.00	7,299,712.00	1,379,017.23	6,963,199.00	336,513.00	4.6%
Classified Supervisors' and Administrators' Salaries		2300	430,133.00	430,133.00	107,332.86	344,814.00	85,319.00	19.8%
Clerical, Technical and Office Salaries		2400	1,346,943.00	1,346,943.00	299,834.19	1,221,683.00	125,260.00	9.3%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>20,719,831.00</b>	<b>20,719,831.00</b>	<b>3,253,016.90</b>	<b>19,414,094.00</b>	<b>1,305,737.00</b>	<b>6.3%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	2,701,398.00	2,701,398.00	608,693.74	2,686,892.00	14,506.00	0.5%
PERS		3201-3202	2,640,583.00	2,640,583.00	366,241.69	2,351,068.00	289,515.00	11.0%
OASDI/Medicare/Alternative		3301-3302	2,127,441.00	2,127,441.00	361,784.86	2,003,745.00	123,696.00	5.8%
Health and Welfare Benefits		3401-3402	10,842,684.00	10,842,684.00	3,589,507.04	10,332,666.00	510,018.00	4.7%
Unemployment Insurance		3501-3502	36,752.00	36,752.00	5,359.16	120,903.00	(84,151.00)	-229.0%
Workers' Compensation		3601-3602	1,120,556.00	1,120,556.00	220,440.54	1,051,603.00	68,953.00	6.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction		3801-3802	89,492.00	89,492.00	0.00	0.00	89,492.00	100.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>19,558,906.00</b>	<b>19,558,906.00</b>	<b>5,152,027.03</b>	<b>18,546,877.00</b>	<b>1,012,029.00</b>	<b>5.2%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	4,369,379.00	4,369,379.00	275,982.74	4,382,310.00	(12,931.00)	-0.3%
Books and Other Reference Materials		4200	50,586.00	50,586.00	12,021.83	49,238.00	1,348.00	2.7%
Materials and Supplies		4300	18,152,535.00	18,152,535.00	854,957.86	14,863,213.00	3,289,322.00	18.1%
Noncapitalized Equipment		4400	878,010.00	878,010.00	205,540.26	5,785,728.00	(4,907,718.00)	-559.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>23,450,510.00</b>	<b>23,450,510.00</b>	<b>1,348,502.69</b>	<b>25,080,489.00</b>	<b>(1,629,979.00)</b>	<b>-7.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	918,264.00	918,264.00	0.00	918,264.00	0.00	0.0%
Travel and Conferences		5200	214,393.00	214,393.00	98,622.50	255,095.00	(40,702.00)	-19.0%
Dues and Memberships		5300	7,800.00	7,800.00	0.00	7,800.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	120,000.00	120,000.00	0.00	120,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,229,000.00	1,229,000.00	489,706.32	1,628,907.00	(399,907.00)	-32.5%
Transfers of Direct Costs		5710	(634,026.00)	(634,026.00)	(105,849.23)	(620,320.00)	(13,706.00)	2.2%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	5,097,871.00	5,097,871.00	800,644.47	5,673,023.00	(575,152.00)	-11.3%
Communications		5900	105,345.00	105,345.00	26,449.68	119,445.00	(14,100.00)	-13.4%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>7,058,647.00</b>	<b>7,058,647.00</b>	<b>1,309,573.74</b>	<b>8,102,214.00</b>	<b>(1,043,567.00)</b>	<b>-14.8%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	661,344.00	(661,344.00)	New
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	767,055.00	(767,055.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	550,000.00	550,000.00	31,264.24	535,000.00	15,000.00	2.7%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>550,000.00</b>	<b>550,000.00</b>	<b>31,264.24</b>	<b>1,963,399.00</b>	<b>(1,413,399.00)</b>	<b>-257.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	1,400,000.00	1,400,000.00	181,804.00	1,400,000.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	62,000.00	62,000.00	0.00	62,000.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>1,462,000.00</b>	<b>1,462,000.00</b>	<b>181,804.00</b>	<b>1,462,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	1,625,611.00	1,625,611.00	293,757.39	1,690,872.00	(65,261.00)	-4.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>1,625,611.00</b>	<b>1,625,611.00</b>	<b>293,757.39</b>	<b>1,690,872.00</b>	<b>(65,261.00)</b>	<b>-4.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>108,054,690.00</b>	<b>108,054,690.00</b>	<b>19,090,606.23</b>	<b>108,754,623.00</b>	<b>(699,933.00)</b>	<b>-0.6%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
<b>Proceeds</b>								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Long-Term Debt Proceeds</b>								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	33,950,557.00	33,950,557.00	0.00	34,339,190.00	388,633.00	1.1%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			33,950,557.00	33,950,557.00	0.00	34,339,190.00	388,633.00	1.1%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			33,950,557.00	33,950,557.00	0.00	34,339,190.00	(388,633.00)	1.1%

Description	ESTIMATED REVENUE LIMIT ADA Original Budget (A)	ESTIMATED REVENUE LIMIT ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED REVENUE LIMIT ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>ELEMENTARY</b>						
1. General Education	9,769.63	9,769.63	9,641.53	9,731.53	(38.10)	0%
2. Special Education	376.23	376.23	384.13	358.13	(18.10)	-5%
<b>HIGH SCHOOL</b>						
3. General Education	19,821.02	19,821.02	19,130.77	19,429.77	(391.25)	-2%
4. Special Education	1,090.06	1,090.06	1,125.15	1,046.15	(43.91)	-4%
<b>COUNTY SUPPLEMENT</b>						
5. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
6. Special Education	696.57	696.57	696.57	696.57	0.00	0%
7. TOTAL, K-12 ADA	31,753.51	31,753.51	30,978.15	31,262.15	(491.36)	-2%
8. ADA for Necessary Small Schools also included in lines 1 - 4.	0.00	0.00	0.00	0.00	0.00	0%
9. Regional Occupational Centers/Programs (ROC/P)*						
<b>CLASSES FOR ADULTS</b>						
10. Concurrently Enrolled Secondary Students*						
11. Adults Enrolled, State Apportioned*						
12. Independent Study - (Students 21 years or older and students 19 years or older and not continuously enrolled since their 18th birthday)*						
13. TOTAL, CLASSES FOR ADULTS						
14. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
15. ADA TOTALS (Sum of lines 7, 9, 13, & 14)	31,753.51	31,753.51	30,978.15	31,262.15	(491.36)	-2%
<b>SUPPLEMENTAL INSTRUCTIONAL HOURS</b>						
16. Elementary*						
17. High School*						
18. TOTAL, SUPPLEMENTAL HOURS						

Description	ESTIMATED REVENUE LIMIT ADA Original Budget (A)	ESTIMATED REVENUE LIMIT ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED REVENUE LIMIT ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>COMMUNITY DAY SCHOOLS - Additional Funds</b>						
19. ELEMENTARY						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only	0.00	0.00	0.00	0.00	0.00	0%
b. 7th & 8th Hour Pupil Hours (Hours)*						
20. HIGH SCHOOL						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only	0.00	0.00	0.00	0.00	0.00	0%
b. 7th & 8th Hour Pupil Hours (Hours)*						
<b>CHARTER SCHOOLS</b>						
21. Charter ADA funded thru the Block Grant						
a. Charters Sponsored by Unified Districts - Resident (EC 47660) (applicable only for unified districts with Charter School General Purpose Block Grant Offset recorded on line 30 in Form RLI)	0.00	0.00	0.00	0.00	0.00	0%
b. All Other Block Grant Funded Charters	0.00	0.00	0.00	0.00	0.00	0%
22. Charter ADA funded thru the Revenue Limit	0.00	0.00	0.00	0.00	0.00	0%
23. TOTAL, CHARTER SCHOOLS ADA (sum lines 21a, 21b, and 22)	0.00	0.00	0.00	0.00	0.00	0%
24. SUPPLEMENTAL INSTRUCTIONAL HOURS*						
<b>BASIC AID "CHOICE"/COURT ORDERED VOLUNTARY PUPIL TRANSFER</b>						
25. Regular Elementary and High School ADA (SB 937)	0.00	0.00	0.00	0.00	0.00	0%
<b>BASIC AID OPEN ENROLLMENT</b>						
26. Regular Elementary and High School ADA	0.00	0.00	0.00	0.00	0.00	0%

\*ADA is no longer collected as a result of flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011), currently in effect from 2008-09 through 2014-15.



ACTUALS THROUGH THE MONTH OF (Enter Month Name)	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
<b>A. BEGINNING CASH</b>			59,663,099.70	75,298,209.98	35,582,808.06	43,623,412.19	31,399,424.72	34,303,021.82	67,569,083.31	52,453,895.16
<b>B. RECEIPTS</b>										
LCOFF/Revenue Limit Sources										
Principal Apportionment	8010-8019		7,113,826.05	7,113,826.05	21,518,891.89	13,524,945.89	12,804,887.00	21,518,892.00	12,804,887.00	12,804,887.00
Property Taxes	8020-8079		1,674,334.19	466,126.75	1,633,225.22	399,801.26	4,042,798.26	22,034,149.92	2,233,614.12	0.00
Miscellaneous Funds	8080-8099		32.49	(87.00)	(87.00)	174.00	0.00	0.00	0.00	0.00
Federal Revenue	8100-8299		437,738.83	191,908.76	1,694,545.45	52,064.56	215,818.06	201,338.79	3,014,982.42	47,124.21
Other State Revenue	8300-8599		813,770.53	701,946.99	5,065,202.81	2,866,473.80	10,800,907.00	1,268,775.00	2,554,473.88	1,305,681.73
Other Local Revenue	8600-8799		61,350.09	120,017.70	89,591.72	143,628.31	40,002.82	15,455.52	246,920.39	263,825.88
Interfund Transfers In	8910-8929		0.00							
All Other Financing Sources	8930-8979									
<b>TOTAL RECEIPTS</b>			10,101,052.18	8,593,739.25	30,001,370.09	16,987,087.82	27,904,413.14	45,038,611.23	20,854,877.81	14,421,518.82
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999		742,889.46	1,268,618.52	12,912,434.05	13,449,312.86	13,778,700.00	201,300.00	26,381,300.00	13,658,900.00
Classified Salaries	2000-2999		(8,210.94)	2,252,967.64	2,341,345.11	3,974,238.63	4,003,500.00	4,385,300.00	4,171,300.00	4,060,700.00
Employee Benefits	3000-3999		3,428,755.70	3,848,743.96	3,460,701.04	4,763,565.92	5,192,400.00	3,474,800.00	6,915,500.00	5,190,500.00
Books and Supplies	4000-4999		276,613.96	532,015.70	619,569.49	643,758.53	569,600.00	434,800.00	662,700.00	551,500.00
Services	5000-5999		789,603.38	1,862,809.19	1,831,299.47	1,973,745.74	1,859,300.00	1,824,100.00	1,330,400.00	1,507,200.00
Capital Outlay	6000-6599		(49,395.90)	435,597.85	404,541.73	157,748.57	133,900.00	122,700.00	150,000.00	178,400.00
Other Outgo	7000-7499				939,126.62	1,047,884.35	944,100.00	947,800.00	958,300.00	1,014,200.00
Interfund Transfers Out	7600-7629									
All Other Financing Uses	7630-7699									
<b>TOTAL DISBURSEMENTS</b>			5,180,255.66	10,200,752.86	22,509,017.51	26,010,254.60	26,481,500.00	11,390,800.00	40,569,500.00	26,161,400.00
<b>D. BALANCE SHEET TRANSACTIONS</b>										
<b>Assets</b>										
Cash Not In Treasury	9111-9199	417,319.21	212,319.21	(45.00)	45.00	713.25	0.00	0.00	0.00	0.00
Accounts Receivable	9200-9299	43,654,330.62	23,585,162.08	11,578,529.24	1,273,284.86	58,202.76	720,600.95	166,104.46	4,078,550.95	(750,542.84)
Due From Other Funds	9310	2,324,998.09	2,176,199.08	0.00	0.00	552.74	0.00	0.00	148,799.01	0.00
Stores	9320	443,173.93	31,831.99	40,106.52	(32,843.92)	(49,486.49)	(45,020.43)	6,204.73	52,135.47	12,767.20
Prepaid Expenditures	9330	3,799.05	3,799.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Current Assets	9340	493,220.46	493,220.46	(52,931.14)	(449,440.11)	(871,709.37)	(10,383.15)	2,893.00	19,371.48	3,706.26
<b>SUBTOTAL ASSETS</b>		46,843,620.90	26,502,531.87	11,565,659.62	791,045.83	(861,727.11)	665,197.37	175,202.19	4,298,856.91	(734,069.38)
<b>Liabilities</b>										
Accounts Payable	9500-9599	18,429,545.60	15,396,976.49	2,674,047.93	242,794.28	(874,185.37)	(815,486.59)	556,951.93	(362,924.81)	(112,515.09)
Due To Other Funds	9610	13,213,278.95	0.00	0.00	0.00	3,213,278.95	0.00	0.00	0.00	0.00
Current Loans	9640	47,000,000.00	0.00	47,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Deferred Revenues	9650	473,589.30	411,241.62	0.00	0.00	0.00	0.00	0.00	62,347.68	0.00
<b>SUBTOTAL LIABILITIES</b>		79,116,413.85	15,808,218.11	49,674,047.93	242,794.28	2,339,093.58	(815,486.59)	556,951.93	(300,577.13)	(112,515.09)
Nonoperating										
Suspense Clearing	9910									
<b>TOTAL BALANCE SHEET TRANSACTIONS</b>		(32,272,792.95)	10,694,313.76	(38,108,388.31)	548,251.55	(3,200,820.69)	1,480,683.96	(381,749.74)	4,599,434.04	(621,554.29)
<b>E. NET INCREASE/DECREASE (B - C + D)</b>			15,615,110.28	(8,040,604.13)	8,040,604.13	(12,223,987.47)	2,903,597.10	33,266,061.49	(15,115,188.15)	(12,361,435.47)
<b>F. ENDING CASH (A + E)</b>			75,298,209.98	35,582,808.06	43,623,412.19	31,399,424.72	34,303,021.82	67,569,083.31	52,453,895.16	40,092,459.69
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>										

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
<b>ACTUALS THROUGH THE MONTH OF</b> (Enter Month Name)									
<b>A. BEGINNING CASH</b>									
		40,092,459.69	33,871,872.00	36,551,854.25	15,994,382.71				
<b>B. RECEIPTS</b>									
	LCFF/Revenue Limit Sources								
	Principal Apportionment	21,518,892.00	7,967,485.00	398,374.00	8,714,005.00	25,987,631.12		173,791,430.00	173,791,430.00
	Property Taxes	3,032,093.00	17,830,123.13	1,647,701.52	2,146,445.63	0.00		57,140,413.00	57,140,413.00
	Miscellaneous Funds	0.00	0.00	0.00	(32.49)	0.00		0.00	0.00
	Federal Revenue	2,857,616.14	681,288.08	1,374,548.65	0.00	7,617,263.05		18,386,237.00	18,386,237.00
	Other State Revenue	1,488,200.81	2,805,807.31	107,136.88	1,125,380.00	8,927,925.26		39,831,682.00	39,831,682.00
	Other Local Revenue	36,765.59	192,160.05	1,204,039.93	143,471.40	1,567,436.60		4,124,666.00	4,124,666.00
	Interfund Transfers In							0.00	0.00
	All Other Financing Sources							0.00	0.00
	<b>TOTAL RECEIPTS</b>	28,933,567.54	29,476,863.57	4,731,800.98	12,129,269.54	44,100,256.03	0.00	293,274,428.00	293,274,428.00
<b>C. DISBURSEMENTS</b>									
	Certificated Salaries	13,584,200.00	13,489,600.00	13,778,600.00	14,012,800.00	192,842.11		137,451,497.00	137,451,497.00
	Classified Salaries	4,257,700.00	4,128,000.00	3,962,000.00	4,005,000.00	3,990,623.56		45,524,464.00	45,524,464.00
	Employee Benefits	5,229,100.00	5,184,500.00	5,182,200.00	4,837,600.00	734,607.38		57,442,974.00	57,442,974.00
	Books and Supplies	808,700.00	602,900.00	782,300.00	1,677,500.00	0.00	23,111,262.32	31,273,220.00	31,273,220.00
	Services	955,100.00	1,481,700.00	745,400.00	1,443,400.00	0.00	3,922,460.22	21,526,518.00	21,526,518.00
	Capital Outlay	181,900.00	217,300.00	150,100.00	187,100.00	70,977.75		2,340,870.00	2,340,870.00
	Other Outgo	845,200.00	1,043,000.00	701,900.00	301,000.00	3,254,755.03		11,997,266.00	11,997,266.00
	Interfund Transfers Out							0.00	0.00
	All Other Financing Uses							0.00	0.00
	<b>TOTAL DISBURSEMENTS</b>	25,861,900.00	26,147,000.00	25,302,500.00	26,464,400.00	8,243,805.83	27,033,722.54	307,556,809.00	307,556,809.00
<b>D. BALANCE SHEET TRANSACTIONS</b>									
	<b>Assets</b>								
	Cash Not in Treasury	0.00	0.00	0.00	0.00			213,032.46	
	Accounts Receivable	170,608.59	(902,411.00)	(445,149.73)	(634,627.43)			38,898,312.89	
	Due From Other Funds	0.00	0.00	0.00	0.00			2,325,550.83	
	Stores	26,406.22	(14,010.05)	12,988.31	0.00			41,079.55	
	Prepaid Expenditures	0.00	0.00	0.00	0.00			3,799.05	
	Other Current Assets	16,985.20	(2,654.85)	1,699.56	(5,126.71)			(854,369.37)	
	<b>SUBTOTAL ASSETS</b>	214,000.01	(919,075.90)	(430,461.86)	(639,754.14)	0.00	0.00	40,627,405.41	
	<b>Liabilities</b>								
	Accounts Payable	(493,744.76)	(269,194.58)	(443,689.34)	(754,658.71)			14,744,371.38	
	Due To Other Funds	10,000,000.00	0.00	0.00	0.00			13,213,278.95	
	Current Loans	0.00	0.00	0.00	0.00			47,000,000.00	
	Deferred Revenues	0.00	0.00	0.00	0.00			473,589.30	
	<b>SUBTOTAL LIABILITIES</b>	9,506,255.24	(269,194.58)	(443,689.34)	(754,658.71)	0.00	0.00	75,431,239.63	
	<b>Nonoperating</b>								
	Suspense Clearing							0.00	
	<b>TOTAL BALANCE SHEET TRANSACTIONS</b>	(9,292,255.23)	(649,881.32)	13,227.48	114,904.57	0.00	0.00	(34,803,834.22)	
<b>E. NET INCREASE/DECREASE (B - C + D)</b>									
		(6,220,587.69)	2,679,982.25	(20,557,471.54)	(14,220,225.89)	35,856,450.20	(27,033,722.54)	(49,086,215.22)	(14,282,381.00)
<b>F. ENDING CASH (A + E)</b>									
		33,871,872.00	36,551,854.25	15,994,382.71	1,774,156.82				
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>									
								10,596,884.48	

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2014-15 Projection (C)	% Change (Cols. E-C/C) (D)	2015-16 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	230,931,843.00	3.71%	239,505,671.00	3.78%	248,568,134.00
2. Federal Revenues	8100-8299	18,386,237.00	-11.59%	16,255,394.00	0.00%	16,255,394.00
3. Other State Revenues	8300-8599	39,831,682.00	-15.70%	33,576,570.00	-17.67%	27,642,579.00
4. Other Local Revenues	8600-8799	4,124,666.00	0.00%	4,124,666.00	0.00%	4,124,666.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		293,274,428.00	0.06%	293,462,301.00	1.07%	296,590,773.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				137,451,497.00		141,608,531.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				4,157,034.00		(5,691,537.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	137,451,497.00	3.02%	141,608,531.00	-4.02%	135,916,994.00
2. Classified Salaries						
a. Base Salaries				45,524,464.00		46,912,933.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				1,388,469.00		(400,000.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	45,524,464.00	3.05%	46,912,933.00	-0.85%	46,512,933.00
3. Employee Benefits	3000-3999	57,442,974.00	13.15%	64,997,153.00	-2.04%	63,671,401.00
4. Books and Supplies	4000-4999	31,273,220.00	-62.68%	11,672,091.00	8.06%	12,613,006.00
5. Services and Other Operating Expenditures	5000-5999	21,526,518.00	0.31%	21,593,341.00	-0.80%	21,420,089.00
6. Capital Outlay	6000-6999	2,340,870.00	-60.38%	927,471.00	0.00%	927,471.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	11,997,266.00	0.00%	11,997,266.00	0.00%	11,997,266.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%	0.00	0.00%	0.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	668,407.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		307,556,809.00	-2.55%	299,708,786.00	-2.00%	293,727,567.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(14,282,381.00)		(6,246,485.00)		2,863,206.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		27,410,305.00		13,127,924.00		6,881,439.00
2. Ending Fund Balance (Sum lines C and D1)		13,127,924.00		6,881,439.00		9,744,645.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	855,000.00		855,000.00		855,000.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	4,000,000.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	6,151,236.00		5,991,439.00		8,859,645.00
2. Unassigned/Unappropriated	9790	2,121,688.00		35,000.00		30,000.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		13,127,924.00		6,881,439.00		9,744,645.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2014-15 Projection (C)	% Change (Cols. E-C/C) (D)	2015-16 Projection (E)
<b>E. AVAILABLE RESERVES (Unrestricted except as noted)</b>						
<b>1. General Fund</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	6,151,236.00		5,991,439.00		8,859,645.00
c. Unassigned/Unappropriated	9790	2,121,688.00		35,000.00		30,000.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999) (Enter projections)	979Z			0.00		0.00
<b>2. Special Reserve Fund - Noncapital Outlay (Fund 17)</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
<b>3. Total Available Reserves - by Amount (Sum lines E1 thru E2b)</b>		<b>8,272,924.00</b>		<b>6,026,439.00</b>		<b>8,889,645.00</b>
<b>4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)</b>		<b>2.69%</b>		<b>2.01%</b>		<b>3.03%</b>
<b>F. RECOMMENDED RESERVES</b>						
<b>1. Special Education Pass-through Exclusions</b>						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds: 1. Enter the name(s) of the SELPA(s):						
<b>2. Special education pass-through funds</b> (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
<b>2. District ADA</b> Used to determine the reserve standard percentage level on line F3d (Column A: Form AI, Estimated P-2 ADA column, lines 1-4 and 22; enter projections)						
		30,281.58		30,031.58		29,704.58
<b>3. Calculating the Reserves</b>						
a. Expenditures and Other Financing Uses (Line B11)		307,556,809.00		299,708,786.00		293,727,567.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		307,556,809.00		299,708,786.00		293,727,567.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		2%		2%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		6,151,136.18		5,994,175.72		8,811,827.01
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		6,151,136.18		5,994,175.72		8,811,827.01
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2014-15 Projection (C)	% Change (Cols. E-C/C) (D)	2015-16 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFE/Revenue Limit Sources	8010-8099	222,181,315.00	3.86%	230,755,143.00	3.93%	239,817,606.00
2. Federal Revenues	8100-8299	238,197.00	0.00%	238,197.00	0.00%	238,197.00
3. Other State Revenues	8300-8599	6,797,458.00	-0.49%	6,764,194.00	-0.11%	6,756,508.00
4. Other Local Revenues	8600-8799	1,967,854.00	0.00%	1,967,854.00	0.00%	1,967,854.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(34,339,190.00)	2.62%	(35,240,055.00)	-0.57%	(35,040,099.00)
6. Total (Sum lines A1 thru A5c)		196,845,634.00	3.88%	204,485,333.00	4.53%	213,740,066.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				104,956,819.00		109,760,819.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments				4,804,000.00		(1,200,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	104,956,819.00	4.58%	109,760,819.00	-1.09%	108,560,819.00
2. Classified Salaries						
a. Base Salaries				26,110,370.00		26,999,370.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments				889,000.00		(400,000.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	26,110,370.00	3.40%	26,999,370.00	-1.48%	26,599,370.00
3. Employee Benefits	3000-3999	38,896,097.00	19.13%	46,336,697.00	0.07%	46,369,084.00
4. Books and Supplies	4000-4999	6,192,731.00	-40.63%	3,676,667.00	25.64%	4,619,248.00
5. Services and Other Operating Expenditures	5000-5999	13,424,304.00	4.20%	13,988,044.00	-1.24%	13,814,792.00
6. Capital Outlay	6000-6999	377,471.00	0.00%	377,471.00	0.00%	377,471.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	10,535,266.00	0.00%	10,535,266.00	0.00%	10,535,266.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,690,872.00)	-44.26%	(942,516.00)	-29.17%	(667,597.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	668,407.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		198,802,186.00	6.00%	210,731,818.00	0.07%	210,876,860.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		(1,956,552.00)		(6,246,485.00)		2,863,206.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		15,084,476.00		13,127,924.00		6,881,439.00
2. Ending Fund Balance (Sum lines C and D1)		13,127,924.00		6,881,439.00		9,744,645.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	855,000.00		855,000.00		855,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	4,000,000.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	6,151,236.00		5,991,439.00		8,859,645.00
2. Unassigned/Unappropriated	9790	2,121,688.00		35,000.00		30,000.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		13,127,924.00		6,881,439.00		9,744,645.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2014-15 Projection (C)	% Change (Cols. E-C/C) (D)	2015-16 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
<b>1. General Fund</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	6,151,236.00		5,991,439.00		8,859,645.00
c. Unassigned/Unappropriated	9790	2,121,688.00		35,000.00		30,000.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
<b>2. Special Reserve Fund - Noncapital Outlay (Fund 17)</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00				
<b>3. Total Available Reserves (Sum lines E1a thru E2c)</b>						
		8,272,924.00		6,026,439.00		8,889,645.00
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
See Attached						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2014-15 Projection (C)	% Change (Cols. E-C/C) (D)	2015-16 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	8,750,528.00	0.00%	8,750,528.00	0.00%	8,750,528.00
2. Federal Revenues	8100-8299	18,148,040.00	-11.74%	16,017,197.00	0.00%	16,017,197.00
3. Other State Revenues	8300-8599	33,034,224.00	-18.83%	26,812,376.00	-22.10%	20,886,071.00
4. Other Local Revenues	8600-8799	2,156,812.00	0.00%	2,156,812.00	0.00%	2,156,812.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	34,339,190.00	2.62%	35,240,055.00	-0.57%	35,040,099.00
6. Total (Sum lines A1 thru A5c)		96,428,794.00	-7.73%	88,976,968.00	-6.89%	82,850,707.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				32,494,678.00		31,847,712.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments				(646,966.00)		(4,491,537.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	32,494,678.00	-1.99%	31,847,712.00	-14.10%	27,356,175.00
2. Classified Salaries						
a. Base Salaries				19,414,094.00		19,913,563.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments				499,469.00		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	19,414,094.00	2.57%	19,913,563.00	0.00%	19,913,563.00
3. Employee Benefits	3000-3999	18,546,877.00	0.61%	18,660,456.00	-7.28%	17,302,317.00
4. Books and Supplies	4000-4999	25,080,489.00	-68.12%	7,995,424.00	-0.02%	7,993,758.00
5. Services and Other Operating Expenditures	5000-5999	8,102,214.00	-6.13%	7,605,297.00	0.00%	7,605,297.00
6. Capital Outlay	6000-6999	1,963,399.00	-71.99%	550,000.00	0.00%	550,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,462,000.00	0.00%	1,462,000.00	0.00%	1,462,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	1,690,872.00	-44.26%	942,516.00	-29.17%	667,597.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		108,754,623.00	-18.19%	88,976,968.00	-6.89%	82,850,707.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(12,325,829.00)		0.00		0.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1c)		12,325,829.00		0.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		0.00		0.00		0.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance		0.00		0.00		0.00
(Line D3f must agree with line D2)						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2014-15 Projection (C)	% Change (Cols. E-C/C) (D)	2015-16 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
See Attached						



**2013-2014 FIRST INTERIM BUDGET  
GENERAL FUND  
Multiyear Projections  
Summary - Unrestricted/Restricted**

<b>Assumptions:</b>	<u>2014-15</u>	<u>2015-16</u>
<b>Local Control Funding Formula</b>		
COLA	1.87%	1.99%
GAP Funding Rate *	13.00%	14.40%
ADA	(250) **	(327) ***
<b>Certificated Salaries &amp; Benefits -</b>		
COLA	0.0%	0.0%
Budgeted reductions****		
- Salaries and Benefits (Statutory and H & W)	\$ -	\$ (3,750,000)
<b>Classified Salaries &amp; Benefits -</b>		
COLA	0.0%	0.0%
Budgeted reductions****		
- Salaries and Benefits (Statutory and H & W)	\$ -	\$ (1,250,000)
Other Budgeted reductions****	<u>\$ (1,000,000)</u>	<u>\$ -</u>
<b>Total Reductions</b>	<u><u>\$ (1,000,000)</u></u>	<u><u>\$ (5,000,000)</u></u>

\* The LCFF Gap funding rate for the multiyear projections for 2014-15 and 2015-16 were based on a proposed alternative to the Department of Finance and School Services projections by Blattner and Associates.

\*\* These assumptions are based on the comparison of the projected totals for 2013-14 to 2014-15.

\*\*\* These assumptions are based on the comparison of the projected totals for 2014-15 to 2015-16.

\*\*\*\* These reductions have not been approved by the Board of Trustees.

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's ADA Standard Percentage Range:

**1A. Calculating the District's ADA Variances**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. First Interim Projected Year Totals data should be entered for all fiscal years.

Fiscal Year	LCFF/Revenue Limit (Funded) ADA		Percent Change	Status
	Budget Adoption Budget (Form 01CS, Item 4A1, Step 2A)	First Interim Projected Year Totals		
Current Year (2013-14)	31,753.51	31,753.51	0.0%	Met
1st Subsequent Year (2014-15)	31,753.51	31,503.51	-0.8%	Met
2nd Subsequent Year (2015-16)	31,753.51	31,176.51	-1.8%	Met

**1B. Comparison of District ADA to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:  
(required if NOT met)

**2. CRITERION: Enrollment**

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	Budget Adoption (Form 01CS, Item 3B)	First Interim CBEDS/Projected		
Current Year (2013-14)	32,049	31,967	-0.3%	Met
1st Subsequent Year (2014-15)	31,785	31,717	-0.2%	Met
2nd Subsequent Year (2015-16)	31,738	31,390	-1.1%	Met

**2B. Comparison of District Enrollment to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment projections have not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**3. CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines 3, 6, and 25)	Enrollment CBEDS Actual (Form 01CS, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2010-11)	31,532	33,156	95.1%
Second Prior Year (2011-12)	31,050	32,820	94.6%
First Prior Year (2012-13)	30,558	32,272	94.7%
		Historical Average Ratio:	94.8%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			95.3%

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: If Form MYPI exists, Estimated P-2 ADA data for the two subsequent years will be extracted; if not, enter Estimated P-2 ADA data in the first column. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines 1-4 and 22) (Form MYPI, Line F2)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2013-14)	30,282	31,967	94.7%	Met
1st Subsequent Year (2014-15)	30,032	31,717	94.7%	Met
2nd Subsequent Year (2015-16)	29,705	31,390	94.6%	Met

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**4. CRITERION: LCFF/Revenue Limit**

STANDARD: Projected LCFF/revenue limit for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's LCFF/Revenue Limit Standard Percentage Range:

**4A. Calculating the District's Projected Change in LCFF/Revenue Limit**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF/Revenue Limit (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	Budget Adoption (Form 01CS, Item 4B)	First Interim Projected Year Totals		
	Current Year (2013-14)	190,376,158.00		
1st Subsequent Year (2014-15)	190,376,158.00	239,505,671.00	25.8%	Not Met
2nd Subsequent Year (2015-16)	190,376,158.00	248,568,134.00	30.6%	Not Met

**4B. Comparison of District LCFF/Revenue Limit to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected LCFF/revenue limit has changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF/revenue limit.

**Explanation:**  
(required if NOT met)

In th 2013-14 Adopted Budget, the State revenues that are now part of the Local Conol Funding Formula (LCFF), were not included with the Revenue Limit causing a variance. The LCFF/Revenue Limit currentlly reflects the projected revenues for 2013-14 thru 2015-16.

**5. CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2010-11)	173,837,066.69	196,493,463.11	88.5%
Second Prior Year (2011-12)	174,300,273.81	199,266,203.62	87.5%
First Prior Year (2012-13)	173,862,614.50	199,715,420.65	87.1%
	Historical Average Ratio:		87.7%

	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	2.0%	2.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	84.7% to 90.7%	84.7% to 90.7%	84.7% to 90.7%

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2013-14)	169,963,286.00	198,802,186.00	85.5%	Met
1st Subsequent Year (2014-15)	183,096,886.00	210,731,818.00	86.9%	Met
2nd Subsequent Year (2015-16)	181,529,273.00	210,208,453.00	86.4%	Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**6. CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

**6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Budget Adoption Budget (Form 01CS, Item 6B)	First Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)</b>				
Current Year (2013-14)	18,315,175.00	18,386,237.00	0.4%	No
1st Subsequent Year (2014-15)	15,650,571.00	16,255,394.00	3.9%	No
2nd Subsequent Year (2015-16)	15,650,571.00	16,255,394.00	3.9%	No

Explanation:  
(required if Yes)

<b>Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)</b>				
Current Year (2013-14)	73,275,866.00	39,831,682.00	-45.6%	Yes
1st Subsequent Year (2014-15)	74,026,910.00	33,576,570.00	-54.6%	Yes
2nd Subsequent Year (2015-16)	68,681,265.00	27,642,579.00	-59.8%	Yes

Explanation:  
(required if Yes)

The Other State Revenue variance is due to the projected revenue from the Local Control Funding Formula (LCFF) transferred to the LCFF/Revenue Limit object code.

<b>Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)</b>				
Current Year (2013-14)	4,314,667.00	4,124,666.00	-4.4%	No
1st Subsequent Year (2014-15)	4,314,667.00	4,124,666.00	-4.4%	No
2nd Subsequent Year (2015-16)	4,314,667.00	4,124,666.00	-4.4%	No

Explanation:  
(required if Yes)

<b>Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)</b>				
Current Year (2013-14)	26,476,527.00	31,273,220.00	18.1%	Yes
1st Subsequent Year (2014-15)	12,630,128.00	11,672,091.00	-7.6%	Yes
2nd Subsequent Year (2015-16)	12,584,975.00	12,613,006.00	0.2%	No

Explanation:  
(required if Yes)

The Books and Supplies variance is due to the projected carryover of restricted funds.

<b>Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)</b>				
Current Year (2013-14)	20,233,261.00	21,526,518.00	6.4%	Yes
1st Subsequent Year (2014-15)	20,501,215.00	21,593,341.00	5.3%	Yes
2nd Subsequent Year (2015-16)	20,568,391.00	21,420,089.00	4.1%	No

Explanation:  
(required if Yes)

The Services and Other Operating Expenditures variance is due to the projected carryover of restricted funds.

**6B. Calculating the District's Change in Total Operating Revenues and Expenditures**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Budget Adoption Budget	First Interim Projected Year Totals	Percent Change	Status
<b>Total Federal, Other State, and Other Local Revenue (Section 6A)</b>				
Current Year (2013-14)	95,905,708.00	62,342,585.00	-35.0%	Not Met
1st Subsequent Year (2014-15)	93,992,148.00	53,956,630.00	-42.6%	Not Met
2nd Subsequent Year (2015-16)	88,646,503.00	48,022,639.00	-45.8%	Not Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)</b>				
Current Year (2013-14)	46,709,788.00	52,799,738.00	13.0%	Not Met
1st Subsequent Year (2014-15)	33,131,343.00	33,265,432.00	0.4%	Met
2nd Subsequent Year (2015-16)	33,153,366.00	34,033,095.00	2.7%	Met

**6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Federal Revenue  
(linked from 6A  
if NOT met)

**Explanation:**  
Other State Revenue  
(linked from 6A  
if NOT met)

The Other State Revenue variance is due to the projected revenue from the Local Control Funding Formula (LCFF) transferred to the LCFF/Revenue Limit object code.

**Explanation:**  
Other Local Revenue  
(linked from 6A  
if NOT met)

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Books and Supplies  
(linked from 6A  
if NOT met)

The Books and Supplies variance is due to the projected carryover of restricted funds.

**Explanation:**  
Services and Other Exps  
(linked from 6A  
if NOT met)

The Services and Other Operating Expenditures variance is due to the projected carryover of restricted funds.



**7. CRITERION: Facilities Maintenance**

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code sections 17584 (Deferred Maintenance) and 17070.75 (Ongoing and Major Maintenance Account).

**7A. Determining the District's Compliance with the Contribution Requirement for EC Section 17584 - Deferred Maintenance**

NOTE: AB 97 (Chapter 47, Statutes of 2013) eliminated the Deferred Maintenance program under the Local Control Funding Formula. This section has been inactivated.

**7B. Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 as modified by Section 17070.766 and amended by SB 70 (Chapter 7, Statutes of 2011), effective 2008-09 through 2014-15 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

NOTE: SB 70 (Chapter 7, Statutes of 2011) extends EC Section 17070.766 from 2008-09 through 2014-15. EC Section 17070.766 reduced the contributions required by EC Section 17070.75 from 3 percent to 1 percent. Therefore, the calculation in this section has been revised accordingly for that period.

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter Budget Adoption data into lines 1 and 2. All other data are extracted.

	Budget Adoption 1% Required Minimum Contribution (Form 01CS, Item 7B2c)	First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	8,942,616.00	8,942,616.00	Met
2. Budget Adoption Contribution (information only) (Form 01CS, Criterion 7B, Line 2c)			

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Green School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(D)])
- Other (explanation must be provided)

Explanation:  
(required if NOT met  
and Other is marked)

**8. CRITERION: Deficit Spending**

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in any of the current fiscal year or two subsequent fiscal years.

<sup>1</sup>Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
District's Available Reserve Percentages (Criterion 10C, Line 9)	2.7%	2.0%	3.0%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	0.9%	0.7%	1.0%

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals		Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)		
Current Year (2013-14)	(1,956,552.00)	198,802,186.00	1.0%	Not Met
1st Subsequent Year (2014-15)	(6,246,485.00)	210,731,818.00	3.0%	Not Met
2nd Subsequent Year (2015-16)	2,863,206.00	210,876,860.00	N/A	Met

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

**Explanation:**  
(required if NOT met)

The District continues to monitor and decrease deficit spending by making reductions to expenditures. The District reserves are sufficient to cover the budget deficit spending.

**9. CRITERION: Fund and Cash Balances**

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

**9A-1. Determining if the District's General Fund Ending Balance is Positive**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 011, Line F2) (Form MYPI, Line D2)	Status
Current Year (2013-14)	13,127,924.00	Met
1st Subsequent Year (2014-15)	6,881,439.00	Met
2nd Subsequent Year (2015-16)	9,744,645.00	Met

**9A-2. Comparison of the District's Ending Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

**9B-1. Determining if the District's Ending Cash Balance is Positive**

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2013-14)	1,774,156.82	Met

**9B-2. Comparison of the District's Ending Cash Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:  
(required if NOT met)

**10. CRITERION: Reserves**

STANDARD: Available reserves<sup>1</sup> for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

Percentage Level	District ADA		
5% or \$63,000 (greater of)	0	to	300
4% or \$63,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

<sup>1</sup> Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
District Estimated P-2 ADA (Criterion 3, Item 3B)	30,282	30,032	29,705
District's Reserve Standard Percentage Level:	2%	2%	3%

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b. Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
2. If you are the SELPA AU and are excluding special education pass-through funds:
  - a. Enter the name(s) of the SELPA(s): \_\_\_\_\_

- b. Special Education Pass-through Funds  
(Fund 10, resources 3300-3499 and 6500-6540,  
objects 7211-7213 and 7221-7223)

	Current Year Projected Year Totals (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
	0.00	0.00	0.00

**10B. Calculating the District's Reserve Standard**

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	307,556,809.00	299,708,786.00	293,727,567.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	307,556,809.00	299,708,786.00	293,727,567.00
4. Reserve Standard Percentage Level	2%	2%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	6,151,136.18	5,994,175.72	8,811,827.01
6. Reserve Standard - by Amount (\$63,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	6,151,136.18	5,994,175.72	8,811,827.01

**10C. Calculating the District's Available Reserve Amount**

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year	1st Subsequent Year	2nd Subsequent Year
	Projected Year Totals (2013-14)	(2014-15)	(2015-16)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	6,151,236.00	5,991,439.00	8,859,645.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	2,121,688.00	35,000.00	30,000.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00	0.00	0.00
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00	0.00	0.00
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	8,272,924.00	6,026,439.00	8,889,645.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	2.69%	2.01%	3.03%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>6,151,136.18</b>	<b>5,994,175.72</b>	<b>8,811,827.01</b>
Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

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**SUPPLEMENTAL INFORMATION**

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DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

**S1. Contingent Liabilities**

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget?

No

1b. If Yes, identify the liabilities and how they may impact the budget:

**S2. Use of One-time Revenues for Ongoing Expenditures**

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?

No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

**S3. Temporary Interfund Borrowings**

1a. Does your district have projected temporary borrowings between funds?  
(Refer to Education Code Section 42603)

Yes

1b. If Yes, identify the interfund borrowings:

Anaheim Union High School District temporarily borrowed funds from our Health and Welfare fund. Repayment is scheduled to be made by June 2014.

**S4. Contingent Revenues**

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%  
or -\$20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the First Interim's Current Year data will be extracted. Enter First Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, if Form MYP exists, the data will be extracted into the First Interim column for the Current Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Current Year, and 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)</b>					
Current Year (2013-14)	(33,950,557.00)	(34,339,190.00)	1.1%	388,633.00	Met
1st Subsequent Year (2014-15)	(34,746,996.00)	(35,240,055.00)	1.4%	493,059.00	Met
2nd Subsequent Year (2015-16)	(34,712,277.00)	(35,040,099.00)	0.9%	327,822.00	Met
<b>1b. Transfers In, General Fund *</b>					
Current Year (2013-14)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2014-15)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2015-16)	0.00	0.00	0.0%	0.00	Met
<b>1c. Transfers Out, General Fund *</b>					
Current Year (2013-14)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2014-15)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2015-16)	668,407.00	668,407.00	0.0%	0.00	Met

**1d. Capital Project Cost Overruns**

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget?

No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. MET - Projected contributions have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

1b. MET - Projected transfers in have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

1c. MET - Projected transfers out have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

**Project Information:**  
(required if YES)

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**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: If Budget Adoption data exist (Form 01CS, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?  
(If No, skip items 1b and 2 and sections S6B and S6C) Yes
- b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption? No
2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2013
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases				
Certificates of Participation				
General Obligation Bonds	16	TAX RECEIPTS		105,183,955
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences	1	FUND 01		1,359,062

Other Long-term Commitments (do not include OPEB):

COPS-BRIDGES	30	FUND 01		20,593,095
COPS - FOOS SERVICES	11	FUND 40		11,255,000
QZAB	7	FUND 2545		5,000,000

Type of Commitment (continued)	Prior Year (2012-13) Annual Payment (P & I)	Current Year (2013-14) Annual Payment (P & I)	1st Subsequent Year (2014-15) Annual Payment (P & I)	2nd Subsequent Year (2015-16) Annual Payment (P & I)
Capital Leases				
Certificates of Participation				
General Obligation Bonds	9,024,576	9,192,836	9,372,961	9,548,936
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

COPS-BRIDGES	0	0	0	150,000
COPS - FOOS SERVICES	1,163,358	1,161,090	1,156,663	1,155,030
QZAB	248,964	248,964	248,964	248,964
<b>Total Annual Payments:</b>	<b>10,436,898</b>	<b>10,602,890</b>	<b>10,778,588</b>	<b>11,102,930</b>
<b>Has total annual payment increased over prior year (2012-13)?</b>		<b>Yes</b>	<b>Yes</b>	<b>Yes</b>

**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the current or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

**Explanation:**  
(Required if Yes  
to increase in total  
annual payments)

The increase is due to the G.O. Bond payments that will be paid from tax collections.

**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

**Explanation:**  
(Required if Yes)

**S7. Unfunded Liabilities**

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes
-----

b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities?

No
----

c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions?

No
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2. OPEB Liabilities

	Budget Adoption (Form 01CS, Item S7A)	First Interim
a. OPEB actuarial accrued liability (AAL)	42,269,472.00	42,269,472.00
b. OPEB unfunded actuarial accrued liability (UAAL)	42,269,472.00	42,269,472.00
c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?	Actuarial	Actuarial
d. If based on an actuarial valuation, indicate the date of the OPEB valuation.	Jul 01, 2010	Jul 01, 2010

3. OPEB Contributions

	Budget Adoption (Form 01CS, Item S7A)	First Interim
a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method		
Current Year (2013-14)	4,888,457.00	4,888,457.00
1st Subsequent Year (2014-15)	4,888,457.00	4,888,457.00
2nd Subsequent Year (2015-16)	4,888,457.00	4,888,457.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)		
Current Year (2013-14)	1,635,071.00	1,635,071.00
1st Subsequent Year (2014-15)	1,635,071.00	1,635,071.00
2nd Subsequent Year (2015-16)	1,635,071.00	1,635,071.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)		
Current Year (2013-14)	2,390,978.00	2,390,978.00
1st Subsequent Year (2014-15)	2,548,680.00	2,548,680.00
2nd Subsequent Year (2015-16)	2,823,059.00	2,823,059.00
d. Number of retirees receiving OPEB benefits		
Current Year (2013-14)	483	483
1st Subsequent Year (2014-15)	483	483
2nd Subsequent Year (2015-16)	483	483

4. Comments:

**S7B. Identification of the District's Unfunded Liability for Self-insurance Programs**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

Yes

b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities?

No

c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions?

No

2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
- b. Unfunded liability for self-insurance programs

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Accrued liability for self-insurance programs	1,145,079.00	1,145,079.00
b. Unfunded liability for self-insurance programs	0.00	0.00

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
  - Current Year (2013-14)
  - 1st Subsequent Year (2014-15)
  - 2nd Subsequent Year (2015-16)
- b. Amount contributed (funded) for self-insurance programs
  - Current Year (2013-14)
  - 1st Subsequent Year (2014-15)
  - 2nd Subsequent Year (2015-16)

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Required contribution (funding) for self-insurance programs		
Current Year (2013-14)	3,564,023.00	3,564,023.00
1st Subsequent Year (2014-15)	3,742,224.00	3,742,224.00
2nd Subsequent Year (2015-16)	3,929,335.00	3,929,335.00
b. Amount contributed (funded) for self-insurance programs		
Current Year (2013-14)	3,564,023.00	3,564,023.00
1st Subsequent Year (2014-15)	3,742,224.00	3,742,224.00
2nd Subsequent Year (2015-16)	3,929,335.00	3,929,335.00

4. Comments:

**S8. Status of Labor Agreements**

Analyze the status of employee labor agreements. Identify new labor agreements that have been ratified since budget adoption, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

**If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:**

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Certificated Labor Agreements as of the Previous Reporting Period**  
Were all certificated labor negotiations settled as of budget adoption?   
If Yes, complete number of FTEs, then skip to section S8B.  
If No, continue with section S8A.

**Certificated (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2012-13)	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Number of certificated (non-management) full-time-equivalent (FTE) positions	1,367.3	1,353.0	1,353.0	1,353.0

1a. Have any salary and benefit negotiations been settled since budget adoption?   
If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.  
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.  
If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?   
If Yes, complete questions 6 and 7.

**Negotiations Settled Since Budget Adoption**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?   
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?   
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:

	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	Yes	Yes	Yes

**One Year Agreement**

Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year	<input type="text"/>	<input type="text"/>	<input type="text"/>

or

**Multiyear Agreement**

Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year (may enter text, such as "Reopener")	<input type="text"/>	<input type="text"/>	<input type="text"/>

Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
7. Amount included for any tentative salary schedule increases	2,685,000	2,685,000	2,685,000

**Certificated (Non-management) Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

**Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption**

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

<input type="text"/>		
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If Yes, amount of new costs included in the interim and MYPs  
If Yes, explain the nature of the new costs:

**Certificated (Non-management) Step and Column Adjustments**

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments			
3. Percent change in step & column over prior year			

**Certificated (Non-management) Attrition (layoffs and retirements)**

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
1. Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?			

**Certificated (Non-management) - Other**

List other significant contract changes that have occurred since budget adoption and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

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**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Classified Labor Agreements as of the Previous Reporting Period**

Were all classified labor negotiations settled as of budget adoption?

If Yes, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

No

**Classified (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2012-13)	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Number of classified (non-management) FTE positions	842.2	873.8	873.8	873.8

1a. Have any salary and benefit negotiations been settled since budget adoption?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 6 and 7.

**Negotiations Settled Since Budget Adoption**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

[ ]

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

[ ]

If Yes, date of Superintendent and CBO certification:

[ ]

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

[ ]

If Yes, date of budget revision board adoption:

[ ]

4. Period covered by the agreement:

Begin Date:

[ ]

End Date:

[ ]

5. Salary settlement:

Current Year  
(2013-14)

1st Subsequent Year  
(2014-15)

2nd Subsequent Year  
(2015-16)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

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**One Year Agreement**

Total cost of salary settlement

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% change in salary schedule from prior year  
or

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**Multiyear Agreement**

Total cost of salary settlement

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% change in salary schedule from prior year  
(may enter text, such as "Reopener")

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Identify the source of funding that will be used to support multiyear salary commitments:

[ ]

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

465,000

7. Amount included for any tentative salary schedule increases

	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
	930,000	930,000	930,000

**Classified (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Yes	Yes	Yes

**Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption**

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

If Yes, amount of new costs included in the interim and MYPs  
If Yes, explain the nature of the new costs:

No		

**Classified (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Yes	Yes	Yes

**Classified (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Yes	Yes	Yes

**Classified (Non-management) - Other**

List other significant contract changes that have occurred since budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

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**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period**

Were all managerial/confidential labor negotiations settled as of budget adoption?

If Yes or n/a, complete number of FTEs, then skip to S9.  
If No, continue with section S8C.

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2012-13)	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Number of management, supervisor, and confidential FTE positions	165.0	166.0	166.0	166.0

- 1a. Have any salary and benefit negotiations been settled since budget adoption?   
If Yes, complete question 2.  
If No, complete questions 3 and 4.
- 1b. Are any salary and benefit negotiations still unsettled?   
If Yes, complete questions 3 and 4.

Negotiations Settled Since Budget Adoption

2. Salary settlement:

	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	Yes	Yes	Yes
Total cost of salary settlement	349,000	349,000	349,000
Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits
- |  | Current Year<br>(2013-14) | 1st Subsequent Year<br>(2014-15) | 2nd Subsequent Year<br>(2015-16) |
|--|---------------------------|----------------------------------|----------------------------------|
| 4. Amount included for any tentative salary schedule increases |                           |                                  |                                  |

**Management/Supervisor/Confidential Health and Welfare (H&W) Benefits**

	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

**Management/Supervisor/Confidential Step and Column Adjustments**

	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments			
3. Percent change in step and column over prior year			

**Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)**

	Current Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
1. Are costs of other benefits included in the interim and MYPs?			
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

**S9. Status of Other Funds**

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

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**S9A. Identification of Other Funds with Negative Ending Fund Balances**

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DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

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### ADDITIONAL FISCAL INDICATORS

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The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- |  |                                  |
|--|----------------------------------|
| A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)                                 | <input type="text" value="No"/>  |
| A2. Is the system of personnel position control independent from the payroll system?   | <input type="text" value="Yes"/> |
| A3. Is enrollment decreasing in both the prior and current fiscal years?   | <input type="text" value="Yes"/> |
| A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?  | <input type="text" value="No"/>  |
| A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment? | <input type="text" value="No"/>  |
| A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?  | <input type="text" value="No"/>  |
| A7. Is the district's financial system independent of the county office system?  | <input type="text" value="No"/>  |
| A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)  | <input type="text" value="No"/>  |
| A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?  | <input type="text" value="Yes"/> |

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:  
(optional)

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### End of School District First Interim Criteria and Standards Review

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

**FUND BALANCE BUDGET ADJUSTMENTS**

**RESOLUTION 2013/14-B-06**

December 12, 2013

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

**WHEREAS**, the Governing Board of the Anaheim Union High School District has determined that income in the amount of \$8,155,884 is assured said District to be in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42610 of the Education Code of California.

<u>Fund</u>	<u>Budgetary Account Number</u>	<u>Income Source</u>	<u>Amount</u>
01 General Fund	9799	Fund Balance	\$1,654,486
13 Cafeteria Fund	9799	Fund Balance	222,874
25 Capital Facilities	9799	Fund Balance	173,693
45 Capital Fac RDA	9799	Fund Balance	521,761
35 School Fac Fd	9799	Fund Balance	113,181
40 Special Reserve	9799	Fund Balance	66,677
68 Workers' Comp	9799	Fund Balance	31,972
69 Health/Welfare	9799	Fund Balance	5,371,240
		Total	<u>\$8,155,884</u>

**NOW THEREFORE, BE IT RESOLVED** that pursuant to the above Education Code(s) the Governing Board, with a majority vote, has approved such funds to be appropriated as follows:

<u>Fund</u>	<u>Budgetary Account Number</u>	<u>Income Source</u>	<u>Amount</u>
01 General Fund	9790	End Fund Balance	\$1,654,486
13 Cafeteria Fund	9740	End Fund Balance	222,874
25 Capital Facilities	9780	End Fund Balance	173,693
45 Capital Fac RDA	9780	End Fund Balance	521,761
35 School Fac Fd	9790	End Fund Balance	113,181
40 Special Reserve	9780	End Fund Balance	66,677
68 Workers' Comp	9790	End Fund Balance	31,972
69 Health/Welfare	9790	End Fund Balance	5,371,240
		Total	<u>\$8,155,884</u>

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on December 12, 2013, by the following roll call vote:

AYES

NOES:

ABSTAIN:

ABSENT:

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

I, \_\_\_\_\_, Superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 12<sup>th</sup> day of December 2013, 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 12<sup>th</sup> day of December 2013.

\_\_\_\_\_  
 Superintendent and  
 Secretary to the Board of Trustees

RESOLUTION OF THE BOARD OF TRUSTEES OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT REGARDING ACCOUNTING OF DEVELOPER FEES FOR 2012-2013 FISCAL YEAR IN THE CAPITAL FACILITIES FUND

December 12, 2013

RESOLUTION NO. 2013/14-B-07

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

WHEREAS, this District has levied developer fees pursuant to various resolutions. These fees have been deposited in the Capital Facilities Fund.

WHEREAS, Government Code sections 66001(d) and 66006(b) requires this District to make an annual accounting of the Fund, as attached, and to make the accounting available to the public fifteen (15) days prior to consideration by the Board of Trustees,

NOW, THEREFORE, the Governing Board resolves and declares the District has complied with Government Code sections 66001(d) and 66006(b).

BE IT FURTHER RESOLVED, that the Developer Fee report is available to the public at 501 Crescent Way, Anaheim, California.

AYES

NOES:

ABSTAIN:

ABSENT:

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

I, \_\_\_\_\_, Superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 12th day of December 2013, and passed by a \_\_\_\_\_ vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of December 2013.

\_\_\_\_\_  
Superintendent and Secretary to the Board of Trustees

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
CAPITAL FACILITIES FUND  
DEVELOPER FEE REPORT  
2012/2013**

Description of Fees in Fund

Fees collected are from the owners of residential or commercial development projects to mitigate the costs of interim and permanent classrooms and related facilities due to growth in the District's student population. These fees are referred to as "developer fees".

Amount of fee (per square foot)

	<u>Anaheim Union High School District Portion</u>	<u>Feeder Elementary School Districts' Portion</u>	<u>Total</u>
Residential Fee	\$ 1.485	\$ 1.485	\$ 2.97
Commercial Fee	\$ 0.24	\$ 0.24	\$ 0.47

Activity for the Year:

Income:

8681 Developer Fee collected (Attachment 1)	\$ 1,328,990.11	
8660 Interest Earned	<u>4,176.12</u>	
Total Income		\$ 1,333,166.23

Expenditures:

4310 Instructional Materials & Supplies	-	
5600 Rentals, Leases and Repairs	23,975.00	
Total Public Improvement	<u>23,975.00</u>	23,975.00
5810 Professional Services	2,759.40	
5840 Interest Expense	972.64	
5880 Other Operating Expenses	5,154.71	
6165 Site Construction	66,131.98	
6200 Planning, Portables, other Construction Costs	<u>25,630.23</u>	
		<u>100,648.96</u>
Total Expenditures		<u>124,623.96</u>
Increase in fund from Developer Fees		<u><u>\$ 1,208,542.27</u></u>

ANAHEIM UNION HIGH SCHOOL DISTRICT  
 CAPITAL FACILITIES FUND  
 INCOME AND FUND BALANCE STATEMENT  
 JUNE 30, 2013

<u>OBJECT CODE</u>	<u>DESCRIPTION</u>	<u>DEVELOPER FEE</u>	<u>COPS, QZAB, JOINT USE</u>	<u>FUND TOTAL</u>
8660	INTEREST	\$ 4,176.12	\$ 99,663.05	\$ 103,839.17
8662	NET CHANGES IN INVESTMENTS	-	-	-
8681	FEES MITIGATION/DEVELOPER	1,328,990.11	-	1,328,990.11
8699	ALL OTHER LOCAL REVENUE	-	-	-
8799	ALL OTHER TRANSFER IN	-	-	-
8919	IFT-IN OTHER AUTHORIZED IFT	-	1,412,339.75	1,412,339.75
8971	PROCEEDS FROM COPS	-	-	-
	<b>TOTAL REVENUE</b>	<u>1,333,166.23</u>	<u>1,512,002.80</u>	<u>2,845,169.03</u>
5610	REPAIRS/MAINT - O/S SERVICES	1,300.00	-	1,300.00
5620	RENTALS/OPERATING LEASES	22,675.00	-	22,675.00
5810	NON-INSTRUCTIONAL PROF CONSULT	2,759.40	3,700.00	6,459.40
5821	LEGAL FEES	-	-	-
5840	INTEREST EXPENSE	972.64	-	972.64
5880	OTHER OPERATING EXPENSES	5,154.71	16,570.66	21,725.37
6122	SITE IMPRV WALKS/ROAD/WALL	-	-	-
6150	SITE SUPPORT	-	-	-
6156	OTHER COSTS	9,131.98	-	9,131.98
6165	SITE CONSTRUCTION	57,000.00	-	57,000.00
6170	LAND IMPROVEMENTS	-	-	-
6210	PLANNING - DSA PLAN CHECK FEE	-	-	-
6212	PLANNING - ARCHITECT PLAN FEE	19,431.89	-	19,431.89
6216	BUILDING IMPROVEMENTS	-	-	-
6219	BUILDING INSPECTIONS	-	-	-
6221	BUILDING PORTABLE	-	-	-
6245	PLANNING - ADMINISTRATIVE COST	-	-	-
6250	PLANNING -TESTING	-	-	-
6252	PLANNING - BID ADVERTISING	1,407.84	-	1,407.84
6268	CONSTRUCTION-ABATEMENTS	-	-	-
6270	MAIN BUILDING CONTRACTOR	-	-	-
6272	CONSTRUCTION MGMT FEES	-	-	-
6274	CONSTRUCTION - OTHER COSTS	-	-	-
6276	INTERIM HOUSING	-	-	-
6290	CONSTRUCTION - TESTS	3,261.50	-	3,261.50
6291	CONSTRUCTION - INSPECTION	1,529.00	-	1,529.00
6413	TECHNOLOGY-NETWORKING	-	-	-
6490	EQUIPMENT - OTHER	-	-	-
6520	EQUIPMENT - REPLACEMENT	-	-	-
7438	DEBT SERVICE INTEREST	-	523,358.00	523,358.00
7439	OTHER DEBT SERVICE PRINCIPAL	-	640,000.00	640,000.00
7619	IFT-TRFS OUT ALL OTHER IFT'S	-	-	-
7699	OU-ALL OTHER USES	-	-	-
		<u>124,623.96</u>	<u>1,183,628.66</u>	<u>1,308,252.62</u>
	<b>INCREASE (DECREASE) IN FUND BALANCE</b>	<u>1,208,542.27</u>	<u>328,374.14</u>	<u>1,536,916.41</u>
	<b>FUND BALANCE, 7/1/2012</b>			<u>13,717,140.40</u>
	<b>FUND BALANCE, 6/30/2013</b>			<u>\$ 15,254,056.81</u>



Capital Facilities Fund  
Developer Fees Report  
2012/2013

Expenditures by Public Improvement:  
(Attachment #2)

Planned Future Public Improvements:  
(Attachment #3)

Interfund Transfers or Loans:  
None

Refunds Made Pursuant to Government Code Sections 66001(e):  
None

Allocations Made in Accordance With Government Code Section 66006(b)(2):  
The foregoing information will be made available to the public at least fifteen days prior to consideration by the Board of Trustees.

Capital Facilities Fund  
Developer Fee Report  
2012/2013

Attachment 2

<u>Public Improvement Project</u>	<u>Locations</u>	<u>Amount</u>	<u>% Funded With Fees</u>
Tennis/Basketball Courts	Western	\$69,393	100%

Capital Facilities Fund  
Developer Fee Report  
2012/2013

Attachment 3

<u>Public Improvement Project</u>	<u>Locations</u>	<u>Amount</u>	<u>% Funded With Fees</u>
Paving Improvements	South	\$647,114 est.	100%

HISTORICAL DEVELOPER FEE TRANSACTIONS  
FISCAL YEAR  
2012 - 2013

2012 - 2013

KEY #	COC #	DATE PD	APN / PARCEL #	Tract #	Lot #	ESD	Number	ADDRESS Street	CITY	Sq Ft	TOTAL DEV FEE	\$ COLLECTED AUHSD	Type	Add/ New	# Units	Det Att.	Description	High Sch	Developer	
	3678	07/05/12	253-262-05	3959	29	ACSD	2828	E PURITAN PLACE	ANAHEIM	634	1,485	\$941.49	R	A	1		BLDG. ADD.	KA	ROBERT FRY	
		07/16/12									Deferred									
3	3679	11-15-12	037-126-50	17333	40	ACSD	527	S MELROSE ST	ANAHEIM	2083	1,485	\$3,093.25	R	N	1	D	New Condo	KA	Brookfield	
		07/16/12									Deferred									
3	3680	11-15-12	037-126-51	17333	41	ACSD	525	S MELROSE ST	ANAHEIM	1760	1,485	\$2,613.60	R	N	1	D	New Condo	KA	Brookfield	
		07/16/12									Deferred									
3	3681	11-15-12	037-126-52	17333	52	ACSD	523	S MELROSE ST	ANAHEIM	2083	1,485	\$3,093.25	R	N	1	D	New Condo	KA	Brookfield	
		07/16/12									Deferred									
3	3682	11-15-12	037-126-57	17333	55	ACSD	513	S MELROSE ST	ANAHEIM	2083	1,485	\$3,093.25	R	N	1	D	New Condo	KA	Brookfield	
		07/16/12									Deferred									
3	3683	11-15-12	037-126-56	17333	54	ACSD	515	S MELROSE ST	ANAHEIM	1724	1,485	\$2,560.15	R	N	1	D	New Condo	KA	Brookfield	
		07/16/12									Deferred									
3	3684	11-15-12	037-126-55	17333	53	ACSD	517	S MELROSE ST	ANAHEIM	1760	1,485	\$2,613.60	R	N	1	D	New Condo	KA	Brookfield	
		07/16/12									Deferred									
3	3685	11-15-12	037-126-54	17333	52	ACSD	519	S MELROSE ST	ANAHEIM	1724	1,485	\$2,560.15	R	N	1	D	New Condo	KA	Brookfield	
		07/16/12									Deferred									
3	3686	11-15-12	037-126-53	17333	51	ACSD	521	S MELROSE ST	ANAHEIM	1760	1,485	\$2,613.60	R	N	1	D	New Condo	KA	Brookfield	
		07/16/12									Deferred									
3	3687	07/24/12	079-454-29	17416	11	SAV	943	S OAKHAVEN DR	ANAHEIM	2561	1,485	\$3,803.08	R	N	9	D	NEW HOME	WE	SilverOak Investment Corp PMNT 10-22-12 ADDR.943,946,947,950,951,955,95	
		10-22-12									Deferred									
3		07/24/12	079-454-47	17416	17		946	S OAKHAVEN DR	ANAHEIM	2733	1,485	\$4,058.51								
		10-22-12									Deferred									
3		07/24/12	079-454-28	17416	12		947	S OAKHAVEN DR	ANAHEIM	2733	1,485	\$4,058.51								
		10-22-12									Deferred									
3		07/24/12	079-454-46	17416	16		950	S OAKHAVEN DR	ANAHEIM	2561	1,485	\$3,803.08								
		10-22-12									Deferred									
3		07/24/12	079-454-27	17416	13		951	S OAKHAVEN DR	ANAHEIM	2561	1,485	\$3,803.08								
		10-22-12									Deferred									
3		07/24/12	079-454-26	17416	14		955	S OAKHAVEN DR	ANAHEIM	2733	1,485	\$4,058.51								
		10-22-12									Deferred									
3		07/24/12	079-454-25	17416	15		959	S OAKHAVEN DR	ANAHEIM	2733	1,485	\$4,058.51								
		10-22-12									Deferred									
3		07/24/12	079-454-45	17416	20		963	S OAKHAVEN DR	ANAHEIM	2733	1,485	\$4,058.51								
		12-12-12									Deferred									
3		07/24/12	079-454-44	17416	21		967	S OAKHAVEN DR	ANAHEIM	2561	1,485	\$3,803.08								
		12-12-12									Deferred									
	3688	07/16/12	128-371-04	3381	26	ACSD	1782	Colonial Ave.	ANAHEIM	594	1,485	\$882.09	R	A	1	A	BLDG. ADD.	LO	Paul Nguyen	
		08/17/12									Deferred									
	3689	08/17/12	090-601-10	3204	12	ACSD	1121	Dewey Place	ANAHEIM	585	1,485	\$868.73	R	A	1	A	BLDG. ADD.	LO	Poasa Rareba	
		08/21/12									Deferred									
	3690	08/21/12	262-331-17			CYP	8812	Belmont	CYPRESS	636	1,485	\$944.46	R	A	1	A	BLDG. ADD.	KE	Lance Friedman	
		08/28/12									Deferred									
	3691	08/28/12	079-314-04			SAV	10562	KNOTT AVE	STANTON	1824	1,485	\$2,708.64	R	N	1		NEW HOME	WE	Milad Ovejay/USS Cal Build	

HISTORICAL DEVELOPER FEE TRANSACTIONS  
FISCAL YEAR  
2012 - 2013

2012 - 2013

KEY #	COC #	DATE PD	APN / PARCEL #	Tract #	Lot #	ESD	ADDRESS Number Street	CITY	Sq Ft	TOTAL DEV FEE	\$ COLLECTED AUHSD	Type	Add/ New Units	# Det Units Att.	Description	High Sch	Developer
3692		08/28/12	079-314-04			SAV	10562 KNOTT AVE	STANTON	1920	1,485	\$2,851.20	R	N	1	NEW HOME	WE	Milad Oveyay/USS Cal Build
3693		08/28/12	079-314-04			SAV	10562 KNOTT AVE	STANTON	2031	1,485	\$3,016.04	R	N	1	NEW HOME	WE	Milad Oveyay/USS Cal Build
3694		08/30/12	126-022-09	19248	48	MAG	2748 W LINCOLN	ANAHEIM	21838	1,485	\$2,429.43	R	N	15	MULTI-FAM	SA	BOB GAOUETTE
A			126-022-09	19238	38	MAG	2738 W LINCOLN	ANAHEIM	23595	1,485	\$35,038.58	R	N	18	MULTI-FAM	SA	BOB GAOUETTE
B			126-022-09	19258	58	MAG	2758 W LINCOLN	ANAHEIM	15783	1,485	\$23,437.76	R	N	12	MULTI-FAM	SA	BOB GAOUETTE
3695		08/31/12	250-031-15	2381	16	ACSD	610 S LOARA	ANAHEIM	2820	1,485	\$4,187.70	R	N			LO	TING TING HO
		9/7/12								Deferred							
3	3696	12-12-12	079-454-43	17416	22	SAV	971 S OAKHAVEN CIRCL	ANAHEIM	2733	1,485	\$4,058.51	R	N	1	NEW HOME	WE	SilverOak Investment Corp
3	A		079-454-42	17416	23		975 S OAKHAVEN CIRCL	ANAHEIM	2733	1,485	\$4,058.51	R	N	1	NEW HOME	WE	SilverOak Investment Corp
3	B		079-454-41	17416	24		980 S OAKHAVEN CIRCL	ANAHEIM	2733	1,485	\$4,058.51	R	N	1	NEW HOME	WE	SilverOak Investment Corp
3	C		079-454-40	17416	25		986 S OAKHAVEN CIRCL	ANAHEIM	2561	1,485	\$3,803.08	R	N	1	NEW HOME	WE	SilverOak Investment Corp
3697		09/13/12	079-441-72	17387	32	SAV	3200 W DONOVAN RANCH	ANAHEIM	2255	1,485	\$3,348.68	R	N	1	NEW HOME	WE	DONOVAN ANAHEIM LLC
A			079-441-72	17387	29	SAV	3212 W DONOVAN RANCH	ANAHEIM	2255	1,485	\$3,348.68	R	N	1	NEW HOME	WE	DONOVAN ANAHEIM LLC
3698		09/13/12	079-441-72	17387	1	SAV	3201 W DONOVAN RANCH	ANAHEIM	2506	1,485	\$3,721.41	R	N	1	NEW HOME	WE	DONOVAN ANAHEIM LLC
A			079-441-72	17387	31	SAV	3204 W DONOVAN RANCH	ANAHEIM	2506	1,485	\$3,721.41	R	N	1	NEW HOME	WE	DONOVAN ANAHEIM LLC
B			079-441-72	17387	30	SAV	3208 W DONOVAN RANCH	ANAHEIM	2506	1,485	\$3,721.41	R	N	1	NEW HOME	WE	DONOVAN ANAHEIM LLC
C			079-441-72	17387	4	SAV	3213 W DONOVAN RANCH	ANAHEIM	2506	1,485	\$3,721.41	R	N	1	NEW HOME	WE	DONOVAN ANAHEIM LLC
D			079-441-72	17387	28	SAV	3216 W DONOVAN RANCH	ANAHEIM	2506	1,485	\$3,721.41	R	N	1	NEW HOME	WE	DONOVAN ANAHEIM LLC
E			079-441-72	17387	5	SAV	3217 W DONOVAN RANCH	ANAHEIM	2506	1,485	\$3,721.41	R	N	1	NEW HOME	WE	DONOVAN ANAHEIM LLC
3699		09/20/12	135-295-04	2611	201	CENT	3142 W DEL MONTE DR	ANAHEIM	561	1,485	\$833.09	R	A	1	BLDG. ADD.	WE	GREG SENGLAUB
3700		09/27/12	244-421-02	17421	1	CYP	5001 HARMONY LANE	CYPRESS	3808	1,485	\$5,654.88	R	N	1	NEW HOME	CYP	CYPRESS 2010 ESTATES, 5042 Orange Is Project Addr.
A			244-421-02	17421	2		5011 HARMONY LANE	CYPRESS	4008	1,485	\$5,951.88	R	N	1	NEW HOME	CYP	Orange Is Project Addr.
3701		10/03/12	129-281-11	3707/11	1	ACSD	1160 W BALL ROAD	ANAHEIM	78,910	0,235	\$18,543.85	C	A	1	HOTEL	LO	DKN HOTELS, SPRING HILL
3702		10/04/12	129-234-21	1979	88	ACSD	1541 W CHANTICLEER	ANAHEIM	686	1,485	\$1,018.71	R	A	1	BLDG. ADD.	LO	DAN & BECKY WOODMAN
3703		10/05/12	126-372-19	2654	43	MAG	8672 LULLABY LANE	STANTON	560	1,485	\$831.60	R	A	1	BLDG. ADD.	MA	G CORP INTERNATIONAL
3704		10/05/12	071-110-26	CD-4005		MAG	200 N GILBERT	ANAHEIM	56	EXEMPT	\$0.00	C	N		BLDG. ADD.	SA	CASA BONITA
3705	SEE COC																
3707		10/05/12	135-283-06			CENT	111 S GRAND AVE	ANAHEIM	1637	1,485	\$2,430.95	R	A	1	RENOVATE	WE	HUNG-LE-REFUNDED REISSUED COC SEE COC 3707
REFUND																	
9	3705	01/10/13	135-283-06			CENT	111 S GRAND AVE	ANAHEIM	1637	1,485	(\$2,430.95)	R	A	1	RENOVATE	WE	REFUNDED HUNG LE
3	3706	10/11/12	037-123-46	17333	6	ACSD	521-547 ODD S. KROEGER ST	ANAHEIM	18,882	1,485	\$28,039.77	R	N	14	MULTI-FAM	KA	BROOKFIELD OLIVE ST LLC
3707		10/11/12	135-283-06			CENT	111 S GRAND AVE	ANAHEIM	1010	1,485	\$1,499.85	R	A	1	RENOVATE	WE	MINH TRAN
3708		10/12/12	127-141-05	5556	121	MAG	325 S BAKER STREET	ANAHEIM	682	1,485	\$1,012.77	R	A	1	BLDG. ADD.	MA	AMBROCIO SANCHEZ
4	3709	10/12/12	093-020-62	P BK 61		ACSD	2560 E LA PALMA	ANAHEIM	232	EXEMPT	\$0.00	C	A	1	BLDG. ADD.	KA	CHURCH IN ANAHEIM
3710		10/16/12	126-353-17	3104	20	MAG	2854 W PALAIS RD	ANAHEIM	566	1,485	\$840.51	R	A	1	BLDG. ADD.	MA	MARTIN HERRERA
																	JOSE CARLOS LOPEZ
																	SEE ORIGINAL COC 3710
8	3710A	02/12/13	126-353-17	3104	20	MAG	2854 W PALAIS RD	ANAHEIM	ADD	1,485	\$304.43	R	A	1	BLDG. ADD.	MA	COMBINED SQ FT 771
3711		10/17/12	128-581-36	2689	7	ACSD	1749 DALLAS DRIVE	ANAHEIM	1458	1,485	\$2,165.13	R	A	1	BLDG. ADD.	LO	PHUONG DAO
3712		10/17/12	072-632-16		17	ACSD	1761 ROMNEYA DR C	ANAHEIM	293	0,235	\$68.86	C	A	1	BLDG. ADD.	SA	JASWANT JHAWAR
3713		10/19/12	250-031-14	9300	37	ACSD	535 S SONYA ST	ANAHEIM	624	1,485	\$926.64	R	A	1	BLDG. ADD.	LO	APHAY SOUKASEUME

HISTORICAL DEVELOPER FEE TRANSACTIONS  
FISCAL YEAR  
2012 - 2013

2012 - 2013

KEY #	COC #	DATE PD	APN / PARCEL #	Tract #	Lot #	ESD	ADDRESS	CITY	Sq Ft	TOTAL DEV FEE	\$ COLLECTED AUHSD	Type	Add/ New	# Units	Det Att.	Description	High Sch	Developer		
3713A		11/05/12	036-214-01	365A	22	ACSD 518	S CLEMENTINE	ANAHEIM	1083	1,485	\$1,608.26	R	A		A	BLDG. ADD.	AN	MIKE/TIANA CLARK		
3714																			SEE	
3589		11/05/12	137-421-01	5155	3	ACSD 614	E ORANGEWOOD	ANAHEIM	ADD 1184	1,485	\$1,758.24	R	N		D	NEW HOME	KA	M2K2 ENTERPRISE ORIGINAL COC 3589 COMBINED SQ FT 2619		
3715																			SEE	
3590		11/05/12	137-421-01	5155	1	ACSD 606	E ORANGEWOOD	ANAHEIM	ADD 1184	1,485	\$1,758.24	R	N		D	NEW HOME	KA	M2K2 ENTERPRISE ORIGINAL COC 3590 COMBINED SQ FT 2619		
3716																			SEE	
3588		11/05/12	137-421-01	5155	2	ACSD 610	E ORANGEWOOD	ANAHEIM	ADD 1184	1,485	\$1,758.24	R	N		D	NEW HOME	KA	M2K2 ENTERPRISE ORIGINAL COC 3588 COMBINED SQ FT 2619		
3717		11/09/12	079-454-39	17416	1	SAV 902	OAKHAVEN CIRCLE	ANAHEIM	2733	1,485	\$4,058.51	R	N		D	NEW HOME	WE	SILVEROAK INVESTMENT		
3718		11/09/12	079-454-38	17416	2	SAV 906	OAKHAVEN CIRCLE	ANAHEIM	2561	1,485	\$3,803.09	R	N		D	NEW HOME	WE	SILVEROAK INVESTMENT		
3719		11/09/12	127-384-05	2274	5	MAG 10282	PERDIDO	ANAHEIM	646	1,485	\$959.31	R	N			BLDG REPLAC	MA	JAMES LUCERO		
3720		11/09/12	037-126-62	17333	60	ACSD 503	S MELROSE ST	ANAHEIM	1724	Deferred	\$2,560.15	R	N		D	NEW CONDO	KA	BROOKFIELD OLIVE ST LLC		
3 A		03-25-13	037-126-61	17333	59	ACSD 505	S MELROSE ST	ANAHEIM	1760	Deferred	\$2,613.60	R	N		D	NEW CONDO	KA	BROOKFIELD OLIVE ST LLC		
3 B			037-126-60	17333	58	ACSD 507	S MELROSE ST	ANAHEIM	1724	Deferred	\$2,560.15	R	N		D	NEW CONDO	KA	BROOKFIELD OLIVE ST LLC		
3 C			037-126-59	17333	57	ACSD 509	S MELROSE ST	ANAHEIM	1760	Deferred	\$2,613.60	R	N		D	NEW CONDO	KA	BROOKFIELD OLIVE ST LLC		
3 D		11/09/12	037-126-58	17333	56	ACSD 511	S MELROSE ST	ANAHEIM	2083	Deferred	\$3,093.25	R	N		D	NEW CONDO	KA	BROOKFIELD OLIVE ST LLC		
3721		03-25-13	037-126-04	17333	67	ACSD 418	E SANTA ANA ST	ANAHEIM	2083	Deferred	\$3,093.25									
3 A			037-126-03		68	424			2083	Deferred	\$3,093.25									
3 B			037-126-02		69	430			1724	Deferred	\$2,560.15									
3 C			037-126-01		70	436			2083	Deferred	\$3,093.25									
3722		11/09/12	092-366-18	2638	14	ACSD 511	S STATE COLLEGE	ANAHEIM	162	0.235	\$38.07	C	A		A	BLDG. ADD.	KA	BROOKFIELD OLIVE ST LLC		
3723		11/27/12	082-271-04			CENT 5862	LA PALMA AVE	LA PALMA	4327	Deferred	\$308,672.21	C	N			NEW BANK	KE	SAVY CHUNG (ALBERTO'S) HAWORTH CORP/CHASE BK		
3724		12/03/12	082-271-07	2001		ACSD 435	W KATELLA AVE	ANAHEIM	800	0.235	\$188.00	C	A			BLDG. ADD.	KA	HOLIDAY INN EXPRESS		
3725		12/06/12	127-121-07	2001		MAG 326	S HILLVIEW RD	ANAHEIM	674	1,485	\$1,000.89	R	A		A	BLDG. ADD.	MA	HOLLINGSWORTH CONSTR		
3726		12/12/12	079-893-16	3823	23	SAV 913	S HAYWARD ST	ANAHEIM	740	1,485	\$1,098.90	R	A		A	BLDG. ADD.	WE	DANG H DANG		
3727		12/13/12	070-511-05			CENT 8386	LA PALMA AVE	BUENA P	7660	0.235	\$1,800.10	C	A			NEW RESTRN	MA	OLIVE GARDEN, GMRI INC		
3728		12/13/12	082-242-09	PM38-41		ACSD 1759	S CLAUDINA WAY	ANAHEIM	495	0.235	\$116.33	C	A		A	DINING PATIO	KA	HILTON & ELLIS PROPERTY		
3729		12/14/12	037-282-03	1681	3	ACSD 814	DAKOTA STREET	ANAHEIM	741	1,485	\$1,100.39	R	A		A	BLDG. ADD.	KA	AVON/DAKOTA HOUSING		
3730		12/17/12	071-060-58			ACSD 1106	GILBERT STREET	ANAHEIM	999	0.235	\$234.77	C	A		A	BLDG. ADD.	SA	MASTERPIECE PUBLISHING		
3731		12/21/12				ACSD 450-462	E SANTA ANA ST	ANAHEIM	18882	Deferred	\$28,039.77	R	N		A	NEW CONDO	KA	BROOKFIELD OLIVE ST LLC		
3732		5/10/13		17333		502-514	S MELROSE ST			1,485										
3732		12/21/12				CYP 9070	WALKER	CYPRESS	1593	0.235	\$374.36	C	N		D	NEW BUILDING	CY	PURA MAYOR D.M.D. INC.		
3733		12/27/12				ACSD 1650	S HARBOR BLVD	ANAHEIM	9500	0.235	\$2,232.50	C				NEW BUILDING	KA	RAMADA MAIN GATE		
3734		01/15/13				ACSD 611	ADELE STREET	ANAHEIM	1200	0.235	\$282.00	C	N			NEW BUILDING	AN	ADELE CONSTRUCTION		
3735		01/09/13	037-126-07	17333	64	ACSD 400	E SANTA ANA ST	ANAHEIM	5926	1,485	\$9,800.12	R	N		A	NEW CONDO	KA	BROOKFIELD OLIVE ST LLC		
			037-126-06	17333	65	406														
			037-126-05	17333	66	412														
3736		01/09/13	037-126-08	17333	63	ACSD 510	S OLIVE STREET	ANAHEIM	5208	1,485	\$7,733.88	R	N		A	NEW CONDO	KA	BROOKFIELD OLIVE ST LLC		

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KEY #	COC #	DATE PD	APN / PARCEL #	Tract #	Lot #	ESD	Number	ADDRESS Street	CITY	Sq Ft	TOTAL DEV FEE	\$ COLLECTED AUHSD	Type	Add/ New	# Units	Det Att.	Description	High Sch	Developer	
			037-126-09	17333	62		516													
			037-126-10	17333	61		522													
3737		01/11/13	244-421-02	17421	16	CYP	5042	HARMONY LANE ORANGE AVE	CYPRESS	3808	1,485	\$5,654.88	R	N	N	D	NEW HOME	CY	CYPRESS 2010 ESTATES, 5042 Orange is Project Addr.	
3738		01/11/13	244-421-02	17421	15	CYP	5042	HARMONY LANE ORANGE AVE	CYPRESS	4008	1,485	\$5,951.88	R	N	N	D	NEW HOME	CY	CYPRESS 2010 ESTATES, 5042 Orange is Project Addr.	
3739		01/11/13	244-421-02	17421	14	CYP	5042	HARMONY LANE ORANGE AVE	CYPRESS	3808	1,485	\$5,654.88	R	N	N	D	NEW HOME	CY	CYPRESS 2010 ESTATES, 5042 Orange is Project Addr.	
3740		01/11/13	244-421-02	17421	13	CYP	5042	HARMONY LANE ORANGE AVE	CYPRESS	4008	1,485	\$5,951.88	R	N	N	D	NEW HOME	CY	CYPRESS 2010 ESTATES, 5042 Orange is Project Addr.	
3741		01/11/13	244-421-02	17421	12	CYP	5042	HARMONY LANE ORANGE AVE	CYPRESS	4008	1,485	\$5,951.88	R	N	N	D	NEW HOME	CY	CYPRESS 2010 ESTATES, 5042 Orange is Project Addr.	
3742		01/11/13	244-421-02	17421	11	CYP	5042	HARMONY LANE ORANGE AVE	CYPRESS	3808	1,485	\$5,654.88	R	N	N	D	NEW HOME	CY	CYPRESS 2010 ESTATES, 5042 Orange is Project Addr.	
3743		01/15/13	244-421-02	17421	5	CYP	5042	HARMONY LANE ORANGE AVE	CYPRESS	3808	1,485	\$5,654.88	R	N	N	D	NEW HOME	CY	CYPRESS 2010 ESTATES, 5042 Orange is Project Addr.	
3744		01/15/13	244-421-02	17421	6	CYP	5042	HARMONY LANE ORANGE AVE	CYPRESS	4008	1,485	\$5,951.88	R	N	N	D	NEW HOME	CY	CYPRESS 2010 ESTATES, 5042 Orange is Project Addr.	
3745		01/15/13	244-421-02	17421	7	CYP	5072	HARMONY LANE ORANGE AVE	CYPRESS	4025	1,485	\$5,977.13	R	N	N	D	NEW HOME	CY	CYPRESS 2010 ESTATES, 5042 Orange is Project Addr.	
3746		01/15/13	244-421-02	17421	10	CYP	5042	HARMONY LANE ORANGE AVE	CYPRESS	4008	1,485	\$5,951.88	R	N	N	D	NEW HOME	CY	CYPRESS 2010 ESTATES, 5042 Orange is Project Addr.	
3747		01/15/13	244-421-02	17421	9	CYP	5042	HARMONY LANE ORANGE AVE	CYPRESS	3808	1,485	\$5,654.88	R	N	N	D	NEW HOME	CY	CYPRESS 2010 ESTATES, 5042 Orange is Project Addr.	
3748		01/15/13	244-421-02	17421	8	CYP	5042	HARMONY LANE ORANGE AVE	CYPRESS	3808	1,485	\$5,654.88	R	N	N	D	NEW HOME	CY	CYPRESS 2010 ESTATES, 5042 Orange is Project Addr.	
3749		01/19/13	244-571-40			CYP	4555	WELLINGTON COUR	CYPRESS	523	1,485	\$776.66	R	A	A	D	BLDG. ADD.	CY	SHAIRESH DESAI	
3750		01/22/13	082-401-06			ACSD	1317	S MARGATE PL	ANAHEIM	531	1,485	\$788.54	R	A	A		BLDG. ADD.	KA	MIGUEL MEJIA	
3751		01/24/13	069-393-19			CENT	8321	SAN PABLO DR	BUENA P.	863	1,485	\$1,281.56	R	A	A		BLDG. ADD.	KE	LANCE FRIEDMAN	
3752		01/24/13	089-481-44			CENT	6772	CRESCENT AVE	BUENA P.	835	1,485	\$1,239.98	R	A	A		BLDG. ADD.	WE	PRADIP DESAI	
3753		01/28/13	137-011-20			ACSD	1030	W KATELLA AVE	ANAHEIM	50	0,235	\$11.75	C	A	A		BLDG. ADD.	LO	B THORTON ANABELLA HOTEL	
3754		01/30/13	127-621-6.7			MAG	9051	KATELLA AVE	STANTON	4409	1,485	\$65,947.37	R	N	N	A	MULTI-FAMILY	MAG	KATELLA FAMILY HOUSING	
3755		01/30/13	126-503-29			MAG	8911	KATELLA AVE	STANTON	29936	1,485	\$44,454.96	R	N	N	A	MULTI-FAMILY	MAG	KATELLA II FAMILY HOUSING	
3756		02/01/13				ACSD	550	S REYNOLDS PL	ANAHEIM	1562	1,485	\$2,319.57	R	A	A		BLDG. ADD.	KA	PETER DONG TRAN	
3757		03/04/13	082-344-06			ACSD	1340	S CLAREMONT ST	ANAHEIM	1632	1,485	\$2,423.52	R	A	A		BLDG. ADD.	KA	ROSA ARCOS DE REYES	
3758		03/05/13	253-521-16			ACSD	2695	E KATELLA AVE	ANAHEIM	42463	0,235	\$9,963.51	C	N	N	D	NEW BLDG	KA	BANYON CONSTRUCTION HONDA CENTER	
3759		03/07/13				MAG	218	S BEL AIR ST	ANAHEIM	397	EXEMPT	\$0.00	C	N	N		NEW ROOM	MAG	CITY OF ANAHEIM	
3760		03/11/13	037-126-34	17333	20	ACSD	563	S MELROSE ST	ANAHEIM	2083	1,485	\$3,093.25	R	N	N	D	NEW TOWNHM	KA	BROOKFIELD OLIVE ST LLC	
3761		03/11/13	037-126-33	17333	19	ACSD	565	S MELROSE ST	ANAHEIM	1724	1,485	\$2,560.14	R	N	N	D	NEW TOWNHM	KA	BROOKFIELD OLIVE ST LLC	
3762		03/11/13	037-126-32	17333	18	ACSD	567	S MELROSE ST	ANAHEIM	1760	1,485	\$2,613.60	R	N	N	D	NEW TOWNHM	KA	BROOKFIELD OLIVE ST LLC	
3763		03/11/13	037-126-31	17333	17	ACSD	569	S MELROSE ST	ANAHEIM	1724	1,485	\$2,560.14	R	N	N	D	NEW TOWNHM	KA	BROOKFIELD OLIVE ST LLC	
3764		03/11/13	037-126-30	17333	16	ACSD	571	S MELROSE ST	ANAHEIM	1760	1,485	\$2,613.60	R	N	N	D	NEW TOWNHM	KA	BROOKFIELD OLIVE ST LLC	
3765		03/11/13	037-126-29	17333	9	ACSD	437	E WATER ST	ANAHEIM	2063	1,485	\$3,093.25	R	N	N	D	NEW TOWNHM	KA	BROOKFIELD OLIVE ST LLC	
3766		03/11/13	037-123-45	17333	8	ACSD	470-482 EVENS	E SANTA ANA ST	ANAHEIM	18882	1,485	\$28,039.77	R	N	N	A	NEW CONDO	AN	BROOKFIELD OLIVE ST LLC	
3767		03/12/13	21/22				503-515 ODDS	S KROEGER ST												
3768		03/20/13	262-252-12			PART	ACSD 1357	S PALM ST	ANAHEIM	1525	1,485	\$2,264.63	R	N	N	D	NEW SF HOME	KA	MASCIEL DEVELOPMENT	
3769		03/23/13					CYP 8361	FOUNTAINBLEAU	CYPRESS	1041	1,485	\$1,545.89	R	A	A		BLDG. ADD	KE	GERALD SCOTT	
3770		03/27/13	135-211-27				MAG 10711	DALE	STANTON	6133	0,235	\$1,441.26	C	A	A		BLDG. ADD	WE	DAVID DIAZ	
							PART	CENT 3305	ANAHEIM	186	0,235	\$43.71	C	A	A		BLDG. ADD	WE	PATRICIA ESPLEY-JONES	

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KEY #	COC #	DATE PD	APN / PARCEL #	Tract #	Lot #	ESD	Number	ADDRESS Street	CITY	Sq Ft	TOTAL DEV FEE	\$ COLLECTED AUHSD	Type	Add/ New Units	# Det Att.	Description	High Sch	Developer		
3771		04/04/13	127-401-39			MAG	9501	W CERRITOS AVE	ANAHEIM	C=1595 R=55446	0.235	\$82,712.14	C/R	N	A	NEW APT	MAG	CERRITOS FAMILY HOUSING		
3772		04/04/13	037-301-26			ACSD	600	S KROEGER ST	ANAHEIM	1931	1.485	\$2,867.54	R	N	D	NEW TOWNH	KA	BROOKFIELD OLIVE ST LLC		
3773		04/04/13	037-301-26			ACSD	701	S CASITA ST	ANAHEIM	1662	1.485	\$2,468.07	R	N	A	NEW APT	KA	BROOKFIELD OLIVE ST LLC		
3774		04/04/13	037-301-26			ACSD	502	E WATER ST	ANAHEIM	5695	1.485	\$8,457.08	R	N	A	FOUR PLEX	KA	BROOKFIELD OLIVE ST LLC		
			037-301-26				504	E WATER ST												
			037-301-26				506	E WATER ST												
			037-301-26				508	E WATER ST												
3775		04/04/13	037-301-26			ACSD	702-732	E WATER ST	ANAHEIM	20054	1.485	\$29,780.19	R	N	A	NEW APT	KA	BROOKFIELD OLIVE ST LLC		
3776		04/08/13	250-077-14	2381	75	ACSD	703	S LOARA ST	ANAHEIM	1095	1.485	\$1,626.08	R	A	A	BLDG. ADD	LO	HOP NGUYEN		
4 3777		04/09/13	071-071-10	PARCEL 2		ACSD	2528	W LA PALMA AVE	ANAHEIM	108	EXEMPT	\$0.00	C	A	A	BLDG. ADD		CHURCH IN ANAHEIM		
3778		04/10/13	134-491-01	N BLOCK 495		SAV	6872	CERRITOS AVE	CYPRESS	672	1.485	\$997.92	R	A	A	BLDG. ADD	WE	MANUEL ESPARZA		
3779		04/09/13	073-435-25	6		ACSD	1221	N HARBOR BLVD	ANAHEIM	755	0.235	\$177.43	C	A	A	BLDG. ADD	AN	ALI TAVAKOLI		
3780		04/19/13	072-453-09	1851	15	ACSD	215	N BIRCHER ST	ANAHEIM	747	1.485	\$1,109.30	R	A	A	BLDG. ADD	SA	ADILIO TEO SALVADOR		
3781		04/19/13	255-102-40	1119	7	ACSD	917	W ALBERTA ST	ANAHEIM	762	1.485	\$1,131.57	R	A	A	BLDG. ADD	AN	MARSHALL & KATIE SMITH		
3782		04/24/13	082-345-09	3011	19	ACSD	220	W WINSTON RD	ANAHEIM	638	1.485	\$947.43	R	A	A	BLDG. ADD	KA	RODOLFO HERRERA AGUILAR		
4 3783		04/29/13	271-031-09			ACSD	1617	W LA PALMA AVE	ANAHEIM	1545	EXEMPT	\$0.00	C	A	A	BLDG. ADD		COPTIC ORTHODOX CHURCH		
3784		04/30/13	035-012-04			ACSD	1314	N ANAHEIM BLVD	ANAHEIM	800	0.235	\$188.00	C	A	A	BLDG. ADD	AN	KINSBURSKY BROTHERS		
3785		04/30/13	250-081-36	3673	5	ACSD	1631	TEDMAR AVE	ANAHEIM	874	1.485	\$1,297.99	R	A	A	BLDG. ADD	LO	ELSAYED HAMAWA		
3786		05/01/13	244-421-02	17421	3	CYP	5042	ORANGE AVE	CYPRESS	3808	1.485	\$5,954.88	R	N	D	NEW HOME	CY	Orange is Project Addr.		
3787		05/01/13	244-421-02	17421	4	CYP	5042	ORANGE AVE	CYPRESS	4008	1.485	\$5,951.88	R	N	D	NEW HOME	CY	Orange is Project Addr.		
3788		05/03/13	037-123-21	17333	6	ACSD	540	S KROEGER ST	ANAHEIM	2855	0.235	\$670.93	C	N	D	REC CENTER	KA	BROOKFIELD OLIVE ST LLC		
3789		05/06/13	072-591-38			ACSD	100	N MULLER ST	ANAHEIM	6175	0.235	\$1,451.13	C	N	D	REC CENTER	SA	MONACO ANAHEIM L.P.		
3790		05/06/13	072-591-38			ACSD	106	N MULLER ST	ANAHEIM	12158	1.485	\$18,054.63	R	N	12	A	MULTI-FAMILY	SA	MONACO ANAHEIM L.P.	
3791		05/06/13	072-591-38			ACSD	118	N MULLER ST	ANAHEIM	20216	1.485	\$30,020.76	R	N	20	A	MULTI-FAMILY	SA	MONACO ANAHEIM L.P.	
3792		05/06/13	072-591-38			ACSD	112	N MULLER ST	ANAHEIM	19082	1.485	\$28,336.77	R	N	20	A	MULTI-FAMILY	SA	MONACO ANAHEIM L.P.	
3793		05/06/13	072-591-38			ACSD	124	N MULLER ST	ANAHEIM	17692	1.485	\$26,569.62	R	N	20	A	MULTI-FAMILY	SA	MONACO ANAHEIM L.P.	
3794		05/06/13	072-591-38			ACSD	130	N MULLER ST	ANAHEIM	20216	1.485	\$30,020.76	R	N	20	A	MULTI-FAMILY	SA	MONACO ANAHEIM L.P.	
3795		05/06/13	072-591-38			ACSD	136	N MULLER ST	ANAHEIM	17892	1.485	\$26,569.62	R	N	20	A	MULTI-FAMILY	SA	MONACO ANAHEIM L.P.	
3796		05/06/13	072-591-38			ACSD	140	N MULLER ST	ANAHEIM	1044	0.235	\$245.34	C	N	D	MAINT. ROOM	SA	MONACO ANAHEIM L.P.		
3797		05/06/13	072-591-38			ACSD	150	N MULLER ST	ANAHEIM	17892	1.485	\$26,569.62	R	N	20	A	MULTI-FAMILY	SA	MONACO ANAHEIM L.P.	
3798		05/06/13	072-591-38			ACSD	156	N MULLER ST	ANAHEIM	20216	1.485	\$30,020.76	R	N	20	A	MULTI-FAMILY	SA	MONACO ANAHEIM L.P.	
3799		05/06/13	072-591-38			ACSD	162	N MULLER ST	ANAHEIM	19082	1.485	\$28,336.77	R	N	20	A	MULTI-FAMILY	SA	MONACO ANAHEIM L.P.	
3800		05/06/13	072-591-38			ACSD	168	N MULLER ST	ANAHEIM	19082	1.485	\$28,336.77	R	N	20	A	MULTI-FAMILY	SA	MONACO ANAHEIM L.P.	
3801		05/06/13	072-591-38			ACSD	174	N MULLER ST	ANAHEIM	19082	1.485	\$28,336.77	R	N	20	A	MULTI-FAMILY	SA	MONACO ANAHEIM L.P.	
3802		05/06/13	072-591-38			ACSD	180	N MULLER ST	ANAHEIM	20216	1.485	\$30,020.76	R	N	20	A	MULTI-FAMILY	SA	MONACO ANAHEIM L.P.	
3803		05/08/13	083-210-31	2		ACSD	2201	E CERRITOS AVE	ANAHEIM	209374	0.235	\$49,202.89	C	N			OFFICE BUILD	KA	PSP WR ANAHEIM LLC	
3804		05/16/13	071-262-22			MAG	722	N CAMBRIA ST	ANAHEIM	817	1.485	\$1,213.25	R	A	A	BLDG. ADD		QUOC ONG		
3805		05/29/13	262-922-17			CYP	8702	BELMONT ST.	CYPRESS	571	1.485	\$847.94	R	A	A	BLDG. ADD		GLORIA CULPPER		
3806		05/31/13	037-124-05			ACSD	668-698	S. CASITA ST.	ANAHEIM	20,054	1.485	\$29,780.19	R	N	13		MULTI-FAMILY	AN	BROOKFIELD OLIVE ST LLC	
3807		05/03/13	136-211-25			CENT	7630	EL ESCORIAL WAY	BUENA P.	532	1.485	\$790.02	R	A	A	BLDG. ADD	WE	HOWARD GILBREATH		
3808		06/10/13	234-181-13			ACSD	1125	S ANAHEIM BLVD	ANAHEIM	195	0.235	\$45.83	C	A	A	BLDG. ADD	KA	ANDY G. LEE		
3809		06/11/13	675-101-17			ACSD	713-719	S. CASITA ST.	ANAHEIM	5614	1.485	\$8,336.79	R	N	4		MULTI-FAMILY	AN	BROOKFIELD OLIVE ST LLC	
3810		06/11/13	675-101-18			ACSD	711	S. CASITA ST.	ANAHEIM	1902	1.485	\$2,824.47	R	N	1		NEW HOME	KA	BROOKFIELD OLIVE ST LLC	
3811		06/11/13	262-292-10			ACSD	802	S KROEGER ST.	ANAHEIM	1662	1.485	\$2,468.07	R	N	1		NEW HOME	KA	BROOKFIELD OLIVE ST LLC	
3812		06/11/13	129-271-03			CYP	8681	ACACIA DRIVE	CYPRESS	7578	1.485	\$11,253.33	R	N	1		NEW HOME	KE	JAMES DIROSA	
3813		06/11/13	129-271-03			ACSD	1217	S WALNUT ST.	ANAHEIM	626	1.485	\$929.61	R	A	A	BLDG. ADD	LO	YAN HUA ZHAO		





RESOLUTION NO. 2013/14-F-01

RESOLUTION APPROVING A DEFERRAL OF SCHOOL FEES  
IMPOSED PURSUANT TO GOVERNMENT CODE SECTION 65995 ET SEQ.  
AND EDUCATION CODE 17620 ET SEQ. FOR THE CALENDAR YEAR 2013  
TO SUPPORT ECONOMIC STIMULUS

December 12, 2013

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

**WHEREAS**, the Board of Trustees ("Board") of the Anaheim Union High School District ("District") provides for the educational needs for junior and senior high school students within the city of Anaheim and other municipalities in Orange County; and

**WHEREAS**, the District collects school facilities impact fees ("School Fees") on all residential and commercial developments within its boundaries pursuant to Government Code Section 65995 et seq. and Education Code section 17620 et seq. and in accordance with the District's adopted school fee justification studies and Board resolutions; and

**WHEREAS**, pursuant to Education Code Section 17620(b), and pursuant to the Board resolutions adopting School Fees, local agencies with development approval authority are prohibited from issuing a building permit for any construction absent certification by the District that any fee, charge and other requirement levied by the District, including the requirement to pay School Fees, has been satisfied, or that such payment is not required; and

**WHEREAS**, the Board recognizes that the recent business climate in Southern California and the nation has negatively impacted the economy in the community the District serves; and

**WHEREAS**, the city of Anaheim ("City") recently adopted an Economic Stimulus Package to encourage residential development within its boundaries, which Includes, but is not limited to a deferral of the collection for some of the City's development fees until such time that the City issues certificate(s) of occupancy or approves final inspection(s) of the development, whichever is earlier; and

**WHEREAS**, in order to support the local economic stimulus efforts, the District desires to provide for the deferred collection of School Fees on residential development; and

**WHEREAS**, the District intends to allow such deferred collection of School Fees in accordance with the procedure and forms set forth In Exhibit "A" for all those developers or builders who apply for deferral of School Fees and meet the requirements of the procedure; and

**WHEREAS**: in order to facilitate the District's deferral of School Fees and the ultimate collection of such fees, the District intends to enter into a memoranda of understanding ("MOU"), in substantially the form attached hereto as Exhibit "B" with the city of Anaheim with respect to residential development within District boundaries;

**NOW, THEREFORE, IT IS HEREBY RESOLVED that:**

SECTION 1 The foregoing recitals are true and correct.

SECTION 2 The Board accepts and adopts the deferred collection of School Fees in accordance with the procedure and forms set forth in Exhibit "A" hereto ("School Fee Deferral Program"), which

attached thereto, procedure and forms may subsequently be modified by the superintendent or designee consistent with the overall goals and purposes of the Board and this resolution, subject to final approval by the Board.

- SECTION 3 The Board authorizes the superintendent or designee to negotiate, and modify as needed, the MOU attached hereto as Exhibit "B" with the city of Anaheim, subject to final approval by the Board.
- SECTION 4 The Board further directs the superintendent or designee to post on the District's website the School Fee Deferral Procedure and forms, as they now exist and as they may be modified by the superintendent or designee and approved by the Board.
- SECTION 5 The Board further authorizes the superintendent or designee to take any and all action necessary to accomplish the deferral of School Fees authorized by this resolution, except where Board action is required by this Resolution.
- SECTION 6 The attached School Fee Deferral Program shall only apply to residential development located In the city of Anaheim, provided that the City enters into the MOU, attached hereto as Exhibit "B," with the District.
- SECTION 7 The attached School Fee Deferral Program shall only apply to School Fees levied by the District. The District shall continue to collect School Fees levied by each feeder elementary school district at the time of building permit, except with respect to those feeder elementary school districts that enter into the MOU, attached hereto as Exhibit "B," with the District.
- SECTION 8 The School Fee Deferral Program shall be effective immediately and continue through December 31, 2014, unless renewed by the Board prior to its expiration.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on December 12, 2013, by the following roll call vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

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

I \_\_\_\_\_, 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 12<sup>th</sup> day of December 2013, 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 12<sup>th</sup> day of December 2013.

\_\_\_\_\_  
 Superintendent and  
 Secretary to the Board of Trustees

**EXHIBIT "A"**  
**TO**  
**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
**RESOLUTION NO. 2013/14-F-01**

**SCHOOL FEE DEFERRAL PROGRAM**  
**Attached hereto,**  
**Procedure and Forms**

## SCHOOL FEE DEFERRAL PROGRAM PROCEDURE

In order to be eligible for the deferred collection of School Fees due on a development, and consistent with the authority granted by the Anaheim Union High School District Board of Trustees pursuant to Resolution No. 2013/14-F-01, a developer/builder ("Developer") must meet the following terms and conditions and comply with the procedure below:

1. Application. The Developer must complete the attached "School Fee Deferral Application" and submit the application to the District Superintendent or designee for review and approval. The Developer must submit additional supporting documents that may be requested by the District.
2. Eligibility. The District shall review the application and determine whether the Developer is eligible for the deferral, based on type and location of development. In order for a Project to be eligible for deferred School Fees, it must be residential development located within a city that has entered into an MOU with the District regarding deferred School Fees. In addition, the District's approval of deferred School Fees applies only to the District's share of School Fees, and not to the feeder elementary school district's share of School Fees, unless that elementary school district has also agreed to defer collection of School Fees and enters into an MOU with the District.
3. Agreement. The District will provide the Developer with the attached "School Fee Deferral Agreement" for consideration. In order to be eligible for deferred School Fees, the **Agreement must be signed and notarized by the appropriately authorized representative of the Developer.**
4. Certificate of Compliance. If the Superintendent or designee approves the application, and upon receipt of the executed School Fee Deferral Agreement, the District will issue the Developer a certificate of compliance pursuant to Education Code section 17260(b), indicating that the Developer's payment of School Fees has been deferred in accordance with this procedure.
5. Recording Agreement As Lien Against Property. District staff will record the fully executed School Fee Deferral Agreement and Deed of Trust as a lien against the Developer's property for payment of the School Fees and to provide notice to any subsequent property owners of the deferred school fee obligation.
6. Appeal Rights. If the Superintendent or designee does not approve an application for a deferral of School Fees, the Developer may appeal that decision, by submitting an appeal in writing to the District Superintendent, within ten (10) days of the denial of the application.
7. Payment of Deferred Fees/ Verification. Prior to, and as a condition of, issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier, Developer must pay the deferred School Fees at the District office. Developer shall present the District with city verification of square footage due for payment. **The amount paid by Developer must reflect the District's residential development fee amount in effect at the time of payment, and not the amount in effect at the time the building permit is issued.** Developer shall pay the deferred School Fees at time of issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier, or, as an option, the Developer may, at any time during the deferral period,

pay all School Fees due on the Project at the rate in effect at time of payment. Upon full payment of the deferred School Fees, the District will issue to the Developer a "Verification of Deferred School Fee Payment," which must be provided to the city prior to issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier. The District will also provide the Developer with a release of its obligations under the Agreement and the lien it creates at this time and in accordance with the provisions of the Agreement.

8. Multiple Certificates of Occupancy/Final Inspection. School Fees must be paid each time a Developer is seeking a certificate of occupancy, whether temporary or permanent, or approval of final inspection for any portion of the Project. This may mean School Fees must be paid multiple times during the course of a Project as each portion is ready for occupancy or final inspection.

**SCHOOL FEE DEFERRAL APPLICATION**

Pursuant to Resolution No. 2012/13-F-01, of the Board of Trustees of the Anaheim Union High School District ("District"), I, \_\_\_\_\_, the developer/builder ("Developer") of the \_\_\_\_\_ project ("Project") located at \_\_\_\_\_, **ANAHEIM**, consisting of APN(s) \_\_\_\_\_, TRACT \_\_\_\_\_, LOT(s) \_\_\_\_\_ do hereby apply for the deferral of the residential school fees that would be due to the District for the following Project:

- 1. Type of Residential Development:  
     Custom Home \_\_\_ Tract \_\_\_ Room Addition \_\_\_ Apartment \_\_\_ Senior Housing \_\_\_
- 2. Number of Residential Units \_\_\_\_\_
- 3. Total Residential Square Footage \_\_\_\_\_
- 4. Other Square Footage in Project (Fees Not Deferred) \_\_\_\_\_

By submitting this application, Developer certifies that the above-described information is true and correct. Developer also acknowledges that it has received a copy of the District's School Fee Deferral Agreement and wishes to enter into such Agreement based on the terms set forth therein. By executing such Agreement, Developer agrees that it will pay the residential development school fee amount due, on the above described Project prior to, and as a condition of, the issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier, for the Project described above and in accordance with the School Fee Deferral Program Procedure. Developer acknowledges receipt of the District's School Fee Deferral Program Procedure and agrees to comply with its terms and conditions. Any questions regarding this application should be directed to the District's Superintendent or Designee at (714) 999-3511.

**DEVELOPER:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attached: School Fee Deferral Program Procedure  
School Fee Deferral Agreement

**AUHSD DISTRICT USE ONLY:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Elementary District: \_\_\_\_\_ Participating in Deferral? No

RECORDING REQUESTED BY  
AND  
WHEN RECORDED RETURN TO:

Anaheim Union High School District  
501 Crescent Way, P.O. Box 3520  
Anaheim, CA 92803  
Attn: Superintendent

---

Fee Exempt: Govt. Code § 27383  
Documentary Transfer Tax: \$ None  
Revenue and Taxation Code 11922

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### SCHOOL FEE DEFERRAL AGREEMENT

Pursuant to Resolution No. 2013/14-F-01, of the Board of Trustees of the Anaheim Union High School District ("District"), the District and, the developer/builder ("Developer") of the \_\_\_\_\_ project ("Project") located at \_\_\_\_\_, Anaheim, consisting of APN(s) \_\_\_\_\_, Tract \_\_\_\_\_ Lot(s) \_\_\_\_\_ ("Property") do hereby enter into this School Fee Deferral Agreement ("Agreement") for the Project as of \_\_\_\_\_.

The District Board of Trustees has levied school impact fees ("School Fees") on the construction of residential development within the boundaries of the District pursuant to Government Code section 65995 *et seq.* and Education Code section 17620 *et seq.*, which fees are generally due at time of building permit. In consideration for the execution of this Agreement, the District agrees to immediately issue to the Developer certificates of compliance pursuant to Education Code section 17620(b) for the Project described herein in order to facilitate the Developer obtaining building permits for such Project. In exchange for these certificates of compliance, the Developer agrees to the following:

1. The Developer shall pay the School Fees due on the Project described below at the time the local agency, with approval authority over the development, issues a certificate(s) of occupancy or approves final inspection(s), whichever is earlier. Or, as an option, the Developer may, at any time during the deferral period, pay in lump sum all School Fees due on the Project at the rate in effect at the time of payment, and in accordance with the District's School Fee Deferral Procedure. The Project consists of the following:

Type of Residential Development:

Custom Home \_\_\_\_ Tract \_\_\_\_ Room Addition \_\_\_\_ Apartment \_\_\_\_ Senior Housing \_\_\_\_

Number of Residential Units \_\_\_\_\_  
Total Residential Square Footage \_\_\_\_\_  
Other Square Footage in Project (Fees Not Deferred) \_\_\_\_\_



2. Only the above described Project shall be eligible for deferred payment of School Fees. Only residential square footage may be deferred under this Agreement.
3. The Developer shall pay the applicable School Fees for the Project in effect at the time of the issuance of certificate(s) of occupancy or approval(s) of final inspection. Or, as an option, the Developer may, at any time during the deferral period, pay in lump sum all School Fees due on the Project at the rate in effect at time of payment and in accordance with the District's School Fee Deferral Procedure. Developer understands that the amount of School Fees due at the time of issuance of certificate(s) of occupancy or approval(s) of final inspection, or at any time during the deferral period, may be greater than the amount in effect at the time of this Agreement or at time of building permit.
4. This Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, assigns, and legal representatives of the Developer. As used in the foregoing, "successors" shall refer to the Developer's interest in the Property and to the successors to all or substantially all of their assets and to their successors by merger or consolidation. Developer shall provide the District with written notice prior to assigning or otherwise transferring the obligations of this Agreement to such a successor.
5. Upon execution by the parties, the District will record this Agreement against the Property, along with an executed Deed of Trust attached as Exhibit "1", in the office of the county recorder of Orange County, and from the date of recordation, the Agreement and Deed of Trust shall constitute a lien for the payment of the School Fees which shall be enforceable against Developer and successors in interest to Developer. This Agreement and Deed of Trust shall be recorded in the grantor-grantee index in the name of the District as grantee and the Developer as grantor.
6. The School Fees owed to the District pursuant to this Agreement shall be deemed a debt due and owing to the District, and a lien against the Property, which debt and lien shall only be deemed satisfied and discharged upon payment in full to the District.
7. Upon payment in full, the District shall provide Developer with an appropriate release of the obligation under this Agreement for payment in full of the School Fees.
8. Developer acknowledges and agrees that Developer is responsible for making payment to the District at the time specified above, regardless of whether the local agency enforces such payment as a condition of issuance of a certificate(s) of occupancy or approval(s) of final inspection. Developer further agrees that failure to do so will result in a 5% penalty per month from the date the certificate(s) of occupancy is/are issued or the final inspection(s) is/are approved, whichever is earlier.
9. Developer acknowledges and agrees that it shall be liable for the payment of all attorneys' fees, costs, and any other damages resulting from Developer's failure to comply with the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized representatives, executed this Agreement, as of the day and year first written above.

**DEVELOPER:**

**DISTRICT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ 20\_\_\_\_ before me, \_\_\_\_\_ Notary Public,  
\_\_\_\_\_ personally appeared and personally known to me  
to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_

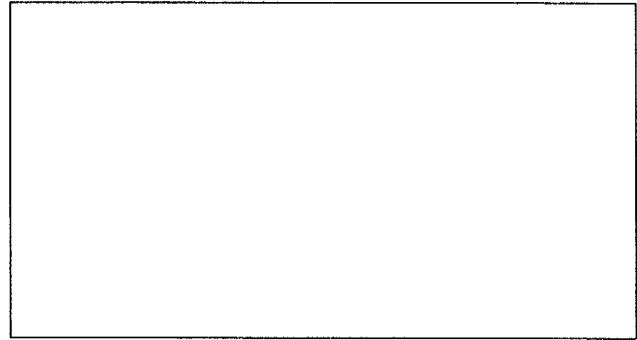
(Seal)

**EXHIBIT "1"**  
**TO**  
**SCHOOL FEE DEFERRAL AGREEMENT**

**DEED OF TRUST**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Anaheim Union High School District  
501 Crescent Way, P.O. Box 3520  
Anaheim, CA 92803  
Attn: Facilities



(Space above is for Recorder's use)

Exempt from Recording Fee - Govt. Code § 27383  
Exempt from Documentary Transfer Tax - Rev. & Tax Code § 11922

APN(s): \_\_\_\_\_

RELEASE OF LIEN OF SCHOOL FEE DEFERRAL AGREEMENT

ANAHEIM UNION HIGH SCHOOL DISTRICT ("District") hereby releases all interests that District has in that certain real property located in the County of Orange, State of California, more particularly described on Exhibit ("A") attached to this Release of Lien of School Fee Deferral Agreement, expressly arising from that certain School Fee Deferral Agreement dated \_\_\_\_\_, 2\_\_\_\_\_, between District and \_\_\_\_\_, a \_\_\_\_\_, and recorded in the official records of the County of Orange, California, as document number \_\_\_\_\_ on \_\_\_\_\_, 2\_\_\_\_\_.

Dated: \_\_\_\_\_, 2\_\_\_\_\_

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT**

**"B"**

**LEGAL DESCRIPTION**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE ANAHEIM UNION HIGH SCHOOL DISTRICT**

**AND**

**THE CITY OF ANAHEIM**

**REGARDING**

**DEFERRAL OF SCHOOL FEES**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT,  
AND  
THE CITY OF ANAHEIM,  
REGARDING DEFERRAL OF SCHOOL FEES**

This Memorandum of Understanding ("MOU") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT ("AUHSD") and the CITY of ANAHEIM ("City"),

**RECITALS**

**WHEREAS**, AUHSD is a public school district in the State of California and is responsible for the construction and operation of schools within its boundaries; and

**WHEREAS**, the City is a municipal corporation with development approval authority over new residential and commercial developments within its boundaries; and

**WHEREAS**, AUHSD has levied school facilities impact fees ("School Fees") on all residential and commercial development within its boundaries pursuant to Government Code section 65995 *et seq.* and Education Code section 17620 *et seq.* and in accordance with the adopted school fee justification study and Board resolution; and

**WHEREAS**, such School Fees are collected by AUHSD, on behalf of itself and its feeder Elementary School Districts, prior to the issuance of a certificate of compliance by AUHSD, for which such certificate is required prior to issuance of a building permit by the City; and

**WHEREAS**, AUHSD desires to support local economic stimulus efforts by deferring the collection of residential School Fees until such time that the City either issues certificate(s) of occupancy or approves the final inspection(s) of such development, whichever is earlier; and

**WHEREAS**, in order to mutually assist each other in the implementation of this deferral of School Fees and the furtherance of economic stimulus efforts, the parties agree to abide by the terms and conditions of this MOU.

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

**AGREEMENT**

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Purpose and Intent. The parties' purpose in entering into this MOU is to cooperate and collaborate to the maximum extent feasible, in order to mutually assist each other in the implementation of a School Fee Deferral Program and in furtherance of local economic stimulus efforts.
3. AUHSD Obligations. In accordance with AUHSD Resolution No. 2012/13-F-01, the AUHSD agrees to allow the deferral of School Fees for residential developments within its boundaries as set forth in the program procedures the AUHSD has approved to implement as stated in the above described resolution. For the residential developments which have been approved by AUHSD for a School Fee deferral as described above, upon payment of deferred School Fees, AUHSD shall sign and forward to the City a Verification of Deferred School Fee Payment in the form attached hereto as Exhibit ("A") for the units which have paid the appropriate School Fees.
4. City Obligations. The City expressly agrees that it will not issue a certificate of occupancy and/or approve a final inspection for any portion of any residential development within the boundaries of the AUHSD unless and until it confirms that School Fees have been paid to AUHSD, either at the time of building permit, or on a deferral basis as confirmed by the Verification of Deferred School Fee Payment, attached hereto as Exhibit ("A"), for that portion of the Project. Prior to issuing the certificate(s) of occupancy or approval(s) of final inspection based on deferred payment, the City shall verify that the development information contained on the Verification of Deferred School Fee Payment is accurate and shall contact AUHSD with any questions regarding accuracy.
5. Effective Date. Following approval of this MOU by the parties, this MOU shall be effective upon execution by the parties, through December 31, 2014. Prior to January 1, 2015, and annually thereafter, this MOU may be renewed upon mutual agreement of the parties.
6. Amendment. This Memorandum shall not be amended without the prior written consent of each party.
7. Elementary School District (ESD) (s). AUHSD shall continue to collect School Fees at the time of building permit for any of its feeder ESD(s) for which it has boundaries located in both the City and the AUHSD. The ESD(s) participation or nonparticipation to defer collection of school fees stands alone and are not a party to this MOU.
8. Collaborative Efforts. The City and AUHSD agree to use their best efforts to work collaboratively to achieve the purpose of this MOU. City and AUHSD agree to meet as needed to review, discuss, and develop protocols and/or practices relating to the collection of School Fees and issuance of City approvals to protect against the risk of error under this MOU. City agrees that it will configure its project tracking software to include a specific trigger for confirming that School Fees have been paid to AUHSD prior to issuance of a temporary or permanent certificate(s) of occupancy or approval of final inspection. City agrees to directly notify AUHSD superintendent or designee of any proposed changes in the City's fee deferral program as soon as practicable, but no later than the time public notice is provided of such proposed changes.

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

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

CITY OF ANAHEIM

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor of the City of Anaheim

ATTEST:  
LINDA N. ANDAL, CITY CLERK

By: \_\_\_\_\_  
City Clerk of the City of Anaheim

APPROVED AS TO FORM:  
MICHAEL R.W. HOUSTON, INTERIM CITY ATTORNEY

By: \_\_\_\_\_  
Theodore J. Reynolds  
Assistant City Attorney


ANAHEIM UNION HIGH SCHOOL DISTRICT

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dianne Poore, Assistant Superintendent, Business



RECORDING REQUESTED BY



**SOUTHERN CALIFORNIA EDISON**  
An EDISON INTERNATIONAL Company

---

WHEN RECORDED MAIL TO

**SOUTHERN CALIFORNIA EDISON COMPANY**

Real Properties  
2131 Walnut Grove Avenue, 2<sup>nd</sup> Floor  
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF EASEMENT DEED**

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT	WORK ORDER	IDENTITY	MAP SIZE
	Fullerton	TD694739		
SCE Company	FIRM 53-5B-1	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	APN 244-431-01	Real Properties	SLS/SM	12/2/13

ANAHEIM UNION HIGH SCHOOL DISTRICT, a State of California Public School District (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), a non-exclusive easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, under and across that certain real property in the County of Orange, State of California, specifically described in Exhibit "A" ("Easement Area") and depicted in Exhibit "B" attached to this grant of easement deed and incorporated by reference into this grant of easement deed, together with reasonable rights of ingress and egress to the Easement Area with such vehicles, machinery and equipment necessary or convenient to the construction, installation, replacement, reconfiguration, operation, maintenance, repair, relocation, removal and inspection of said facilities.

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots, with prior approval from Grantor, as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Grantee accepts and enters upon the Easement Area in its "as is" and "subject to all faults" condition and releases Grantor from any and all costs or liability regarding the condition of the Easement Area, including each and every claim or liability related to the discovery, disturbance, abatement, remediation or placement of hazardous substances affecting the Easement Area.

IF AND TO THE EXTENT CALIFORNIA CIVIL CODE SECTION 1542 IS APPLICABLE TO ANY RELEASE PROVIDED IN THE IMMEDIATELY PRECEDING PARAGRAPH, THEN WITH RESPECT TO SUCH RELEASE, GRANTEE (FOR GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS) EXPRESSLY WAIVES THE BENEFITS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

GRANTEE HAS BEEN ADVISED BY ITS LEGAL COUNSEL REGARDING AND UNDERSTANDS THE SIGNIFICANCE OF THIS WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542 RELATING TO UNKNOWN OR UNSUSPECTED CLAIMS. BY INITIALING BELOW AND ACCEPTING THIS DEED, GRANTEE MAKES THE RELEASES SET FORTH IN THIS DEED FOR THE BENEFIT OF GRANTOR AND ACKNOWLEDGES AND AGREES THAT GRANTOR WOULD NOT HAVE MADE THIS DEED WITHOUT SUCH RELEASES.

INITIALS OF GRANTEE'S AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

Grantor agrees not to construct any improvements within the Easement Area that would impede Grantee's rights provided in this deed. Grantee will pay costs of removals and disposals, backfill and compaction to grade, repair and restoration of turf, asphalt and concrete sections, landscape and utilities within the Easement Area affected by work performed by Grantee pursuant to the rights of Grantee provided in this deed.

On the occurrence of any casualty affecting the Easement Area, Grantor shall be responsible for any required repair or restoration of Grantor's improvements within the Easement Area and Grantee shall be responsible for any required repair or restoration of Grantee's facilities and improvements within the Easement Area.

Grantee shall indemnify, defend and hold Grantor harmless regarding any claim or liability, to the extent such claim or liability relates to or arises from: (a) wrongful intentional acts or negligence of Grantee or Grantee's agents or contractors; (b) agreements that Grantee (or anyone claiming by or through Grantee) makes regarding the easement provided in this deed or the facilities allowed to be installed by Grantee in the Easement Area pursuant to this deed; (c) workers' compensation claims or determinations arising from employees or contractors of Grantee; (d) prevailing wage claims relating to employees or contractors of Grantee; (e) hazardous substance discharges caused in whole or in part by Grantee or Grantee's agents or contractors; (f) this deed; (g) conditions of the Easement Area created or allowed by Grantee or Grantee's agents or contractors; or (h) discovery, disturbance, abatement, remediation or placement of hazardous substances affecting the Easement Area or adjacent land of Grantor. The foregoing indemnity, defense and hold harmless obligations shall include, without limitation, payment of attorneys' fees and court costs incurred by Grantor in connection with any indemnified matter or enforcing the indemnity, defense and hold harmless obligations of Grantee. The indemnity, defense and hold harmless obligations of Grantee set forth in this paragraph shall survive any termination or abandonment of the Easement Area or this deed.

Nothing contained in this deed is intended to constitute a dedication of the Easement Area or any other property for public use. The easement rights provided in this deed are only for the benefit of Grantee and are not appurtenant to any land.



**Exhibit "A"**  
**To**  
**Grant of Easement Deed**  
**(Southern California Edison Company)**

**Easement Area Legal Description**

[Attached behind this cover page]

**EXHIBIT "A"**

TWO STRIPS OF LAND LYING WITHIN A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE EASTERLY LINES OF SAID STRIPS BEING DESCRIBED AS FOLLOWS:

**STRIP #1** (10.00 FEET WIDE)

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF ORANGE AVENUE WITH THE CENTERLINE OF GRINDLAY STREET, AS SHOWN ON TRACT NO. 10740, AS PER MAP RECORDED IN BOOK 501, PAGES 22 AND 23 OF MISCELLANEOUS MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID GRINDLAY STREET, A DISTANCE OF 286.00 FEET; THENCE WESTERLY, AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID GRINDLAY STREET, A DISTANCE OF 30.00 FEET TO THE WESTERLY LINE OF SAID GRINDLAY STREET, AS PRESENTLY ESTABLISHED, AND THE **TRUE POINT OF BEGINNING**; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 8.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A".

**STRIP #2** (18.00 FEET WIDE)

**BEGINNING** AT SAID POINT "A"; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, A DISTANCE OF 8.00 FEET.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Prepared by me or under my supervision:

Dated: Nov. 5, 2013

Glenn M. Bakke  
Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2015



**Exhibit "B"**  
**To**  
**Grant of Easement Deed**  
**(Southern California Edison Company)**

**Easement Area Depiction**

[Attached behind this cover page]

# EXHIBIT "B"

ORANGE AVENUE

47'

P.O.C.  
STRIP#1

POR.  
E 1/2, NW 1/4, SW 1/4  
SEC. 16, T4S, R11W  
RANCHO LOS COYOTES  
MM 51/11

TRACT NO. 10740  
MM 501/22-23

30'

GRINDLAY STREET

286.00'



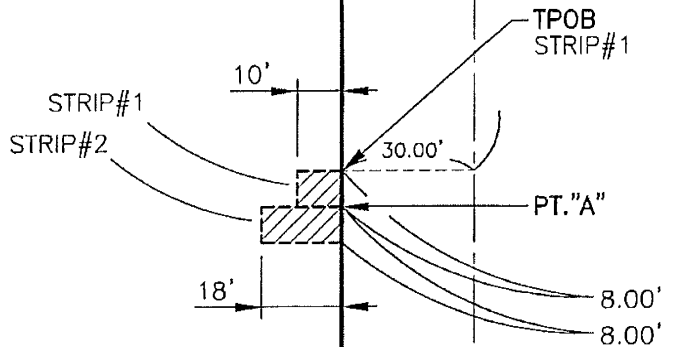
SCALE: 1"=40'



Dated Nov. 5, 2013

*Glenn M. Bakke*

Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-15



LEGEND		
	DENOTES SCE EASEMENT	
P.O.C. = POINT OF COMMENCEMENT		
T.P.O.B. = TRUE POINT OF BEGINNING		
SCE EASEMENT		
DSE801131963		
TD694739	SLS/SM	11/04/13

SHEET 1 OF 1

AGREEMENT NUMBER: 39944

ANAHEIM UNION HIGH SCHOOL DISTRICT  
SERVICE AGREEMENT

This AGREEMENT is hereby made and entered into the 25<sup>th</sup> day of October, 2013, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 Crescent Way, Anaheim, California 92803, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has been awarded SB 70 - Career Technical Education (CTE-6) Community Collaborative Partnership grant funds from the State of California Department of Education for Learning Support Services for Instructional Services Programs, hereinafter referred to as PROGRAM; and

WHEREAS, the PROGRAM grant requires that SUPERINTENDENT allocate a portion of the PROGRAM grant funds to support the goals and activities of the SB 70 - Career Technical Education (CTE-6) Community Collaborative Partnership grant; 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 hereto mutually agree as follows:

1.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the following described work and DISTRICT hereby agrees to perform said work upon the terms and



1 conditions hereinafter set forth. Specifically, DISTRICT shall  
2 provide support for Pathway project and Academy development in their  
3 high schools who will participate in the SB 70-CTE - CC Partnership  
4 Grant for Instructional Services Program; Services to involve:

5 1.1 Conduct initial planning session with Project Director  
6 to determine specific project outcomes and budget  
7 allocations.

8 1.2 Ensure all project activities, curriculum and products  
9 developed will follow the California Chancellors  
10 guidelines for the SB 70 CTE 6-CC Grant.

11 1.3 Acknowledge and agree that grant funding is for the  
12 purpose of enhancing/expanding a STEM related pathway  
13 program of study including support for professional  
14 development, training and design of integrated and  
15 project-based instruction, field-based activities,  
16 instructional supplies, and materials.

17 1.5 Introduce students to STEM Career Awareness activities  
18 during the grant timeline.

19 1.4 Project Team from the schools will make pathway  
20 progress and provide data for quarterly reporting on  
21 the following dates: October 15, 2013, January 15,  
22 2014, April 15, 2014, July 14, 2014 and a final program  
23 summary on or before October 31, 2014 (on-line  
24 templates will be made available for the progress  
25 reporting.

1 2.0 TERM. DISTRICT shall commence providing services under this  
2 AGREEMENT on September 1, 2013, and will diligently perform as  
3 required and complete performance by September 30, 2014.

4 3.0 PAYMENT.

5 A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to  
6 exceed Forty thousand dollars (\$40,000.00) for services  
7 satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT.  
8 Payment shall be made to DISTRICT qarterly upon satisfaction of  
9 reporting requirements and SUPERINTENDENT'S receipt and approval of  
10 original numbered **QUARTERLY** invoice, which provides a detailed  
11 description of services provided, dates the services were performed,  
12 supported by documentation which shall include, but not be limited  
13 to: ledgers, journals, time sheets, invoices, bank statements,  
14 canceled checks, receipts, receiving records, and records of services  
15 provided; all supporting documents and invoices must be received NO  
16 LATER than October 31, 2014. Send to: Orange County Superintendent

17 of Schools, Attn: Susan Walker, 200 Kalmus Drive, Costa Mesa,  
18 California 92626, phone: (714) 966-4379, Email: swalker@ocde.us.

19 Payment shall be mailed to: Anaheim Union High School District, 501  
20 Crescent Way, Anaheim, California 92803, or at such other place as  
21 DISTRICT may designate in writing.

22 B. DISTRICT shall not claim reimbursement for food, equipment  
23 purchases, or services provided beyond the expiration and/or  
24 termination of this AGREEMENT, except as may otherwise be provided  
25 under this AGREEMENT.

1 C. SUPERINTENDENT may withhold or delay any payment should  
2 DISTRICT fail to comply with any of the provisions set forth in this  
3 AGREEMENT.

4 D. The obligation of SUPERINTENDENT under this AGREEMENT is  
5 contingent upon the availability of funds furnished by the State of  
6 California. In the event that such funding is terminated or reduced,  
7 this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal  
8 obligations hereunder shall be limited to a pro-rated amount of  
9 funding actually received by the SUPERINTENDENT under the grant.  
10 SUPERINTENDENT shall provide DISTRICT written notification of such  
11 termination. Notice shall be deemed given when received by the  
12 DISTRICT or no later than three (3) days after the day of mailing,  
13 whichever is sooner.

14 4.0 INDEPENDENT CONTRACTOR. DISTRICT is and at all times to be an  
15 independent contractor and shall be wholly responsible for the manner  
16 in which the services required by the terms of this AGREEMENT are  
17 performed. Nothing herein contained shall be construed as creating  
18 the relationship of employer and employee, or principal and agent,  
19 between SUPERINTENDENT and DISTRICT. DISTRICT assumes the  
20 responsibility for the acts and omissions of its employees or agents  
21 as they relate to the services to be provided. DISTRICT, its  
22 officers, agents and employees, shall not be entitled to any rights,  
23 and/or privileges of SUPERINTENDENT'S employees and shall not be  
24 considered in any manner to be SUPERINTENDENT'S employees.

1 5.0 NON-SOLICITATION. While performing services under this  
2 AGREEMENT, DISTRICT shall not solicit business for any other  
3 business, entity, enterprise or individual.

4 6.0 HOLD HARMLESS/INDEMNIFICATION.

5 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
6 harmless DISTRICT, its Governing Board, officers, agents, and  
7 employees from liability and claims of liability for bodily injury,  
8 personal injury, sickness, disease, or death of any person or  
9 persons, or damage to any property, real personal, tangible or  
10 intangible, arising out of the negligent acts or omissions of  
11 employees, agents or officers of SUPINTENDENT or the Orange County  
12 Board of Education during the period of this AGREEMENT.

13 B. DISTRICT herby agrees to indemnify, defend, and hold harmless  
14 SUPERINTENDENT, the Orange County Board of Education, and its  
15 officers, agents, and employees from liability and claims of  
16 liability for bodily injury, personal injury, sickness, disease, or  
17 death of any persons or persons, or damage to any property, real,  
18 personal, tangible or intangible, arising out of the negligent acts  
19 or omissions of employees, agents or officers of DISTRICT during the  
20 period of this AGREEMENT.

21 7.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in  
22 unlawful discrimination of persons because of race, color, religious  
23 creed, national origin, ancestry, physical handicap, medical  
24 condition, marital status, or age or sex of such persons.

25 8.0 APPLICABLE LAW. The services completed herein must meet the  
approval of the SUPERINTENDENT'S general right of inspection to

1 secure the satisfactory completion thereof. DISTRICT agrees to  
2 comply with all federal, state and local laws, rules, regulations and  
3 ordinances that are now or may in the future become applicable to  
4 DISTRICT, DISTRICT'S business, equipment and personnel engaged in  
5 operations covered by this AGREEMENT or occurring out of the  
6 performance of such operations.

7 9.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the  
8 performance of any of the services in this AGREEMENT without prior  
9 written approval of the SUPERINTENDENT.

10 10.0 INSPECTION AND AUDIT. The SUPERINTENDENT and the State of  
11 California, and their respective authorized agents, shall have  
12 access, for the purpose of audit or examination, to any records of  
13 DISTRICT pertinent to this AGREEMENT. DISTRICT shall maintain  
14 records of services provided and financial records for a period of  
15 three (3) years from the date of final payment under this AGREEMENT,  
16 and for such longer period, if any, as is required by applicable  
17 statute, or by any other cause of this AGREEMENT.

18 11.0 TOBACCO USE POLICY. In the interest of public health,  
19 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
20 use of any tobacco products are prohibited in buildings and vehicles,  
21 and on any property owned, leased or contracted for by the  
22 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
23 abide with conditions of this policy could result in the termination  
24 of this AGREEMENT.

1 12.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT  
2 or DISTRICT with or without cause, upon the giving of thirty (30)  
3 days prior written notice to the other party.

4 13.0 NOTICES. All notices or demands to be given under this  
5 Agreement by either party to the other shall be in writing and given  
6 either by: i) Personal service, or ii) U.S. Mail, mailed either by  
7 registered or certified mail, return receipt requested, with postage  
8 prepaid. Service shall be considered given when received if  
9 personally served or, if mailed, on the third (3rd) day after deposit  
10 in any U.S. Post Office. The address to which notices or demands may  
11 be given by either party may be changed by written notice given in  
12 accordance with the notice provisions of this section. At the date  
13 of this AGREEMENT the addresses of the parties are as follows:

14 DISTRICT: Anaheim Union High School District  
15 501 Crescent Way  
16 Anaheim, California 92803  
17 Attn: \_\_\_\_\_

18 SUPERINTENDENT: Orange County Superintendent of Schools  
19 200 Kalmus Drive  
20 Costa Mesa, California 92626  
21 Attn: Patricia McCaughey

22 14.0 SEVERABILITY. If any term, condition or provision of this  
23 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
24 void, or unenforceable, the remaining provisions will nevertheless  
25 continue in full force and effect, and shall not be affected impaired  
or invalidated in any way.

26 15.0 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.

1 16.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
2 attached hereto constitute the entire agreement between  
3 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
4 made shall be ineffective to modify this AGREEMENT in whole or in  
5 part unless such agreement is embodied in an Amendment to this  
6 AGREEMENT which has been signed by both Parties. This AGREEMENT  
7 supersedes all prior negotiations, understandings, representations  
8 and agreements.

9 IN WITNESS WHEREOF, the Parties hereto have caused this  
10 AGREEMENT to be executed.

11 DISTRICT: ANAHEIM UNION HIGH  
12 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

13 BY: \_\_\_\_\_  
14 Authorized Signature

BY: Patricia McCaughey  
15 Authorized Signature

16 PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

17 TITLE: \_\_\_\_\_

TITLE: Coordinator

18 DATE: \_\_\_\_\_

DATE: October 25, 2013

19 FEDERAL IDENTIFICATION NUMBER

20  
21  
22  
23 AUHSD-SB70-CTE-CC(39944)14  
ZIP6



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Chromebooks Pilot Contract  
Anaheim Union High School District  
Product loaded: Collections 2015

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The successful implementation of a pilot involves a shared commitment between Houghton Mifflin Harcourt and the school district. This involves careful planning of all elements of program deployment, professional development, and assessment of results. This document is designed to guide and formalize the discussion of a planned pilot, to structure the timelines for key activities associated with program success, and to serve as a Memorandum of Understanding.

For this pilot, Houghton Mifflin agrees to the following:

- Organize initial meeting to determine evaluation of the program, number of schools, number of classrooms and clear metrics for evaluation;
- Explain the essential elements of a model Implementation Plan, made flexible by determined number of classrooms/schools piloting;
- Clarify material distribution;
- Meet with principals to explain the program and the hallmarks of faithful implementation;
- Check in with pilot teachers, answer questions, and problem solve;
- Review progress with district supervisors;
- Meet with district personnel to finalize decision-making;
- Review data, observations, or surveys.





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Chromebooks Pilot Contract  
Anaheim Union High School District  
Product loaded: Collections 2015

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To participate in this pilot offer, the district agrees to the following:

- Pilot teachers will use the program with fidelity and will follow intended pacing, as modeled in Professional Development sessions;
- The classrooms piloting will implement the program as the core vehicle of instruction (when applicable) and according to the intended instructional design;
- Pilot teachers will attend the Professional Development training, provided by HMH, agreed upon with the district in advance, and recorded on the plan;
- The district will share formal feedback with the HMH throughout the pilot;
- The pilot teachers will receive may receive visits from HMH personnel. Visits will be planned in advance and will not disturb or disrupt the learning environment;
- The district will furnish test results and other data relevant to the evaluation of the program.
- The district will respond to reasonable requests for support of professional development sessions that will include items such as adequate facilities, receiving/shipping of materials, audio visual equipment, etc;
- The district agrees that this pilot agreement is for a pre-determined length of time and does not imply any future commitments of the part of either party.



**Houghton  
Mifflin  
Harcourt**

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Chromebooks Pilot Contract  
Anaheim Union High School District  
Product loaded: Collections 2015

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This agreement is made and entered into by:

**District/School Authorized Representative**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date \_\_\_\_\_

**HMH Account Executive**

Name Myra Sanchez- Collado Date \_\_\_\_\_

**HMH Strategist, West**

Name Dianne Lee Date \_\_\_\_\_

Approval is not finalized until signed by HMH Consultant Manager/Director of Professional Development:

\_\_\_\_\_ Date \_\_\_\_\_

## EVERY 15 MINUTES

### A. INTRODUCTION

1. Contractor agrees to implement the *Every 15 Minutes* program, a two-day program focusing on teenagers challenging them to think about drinking, driving, personal safety, and the responsibility of making mature decisions and the impact their decisions have on family, friends, and many others.
2. This contract may be terminated prior to the expiration date by either party upon thirty (30) days prior written notice. If at any time the Contractor should cease to perform the services specified herein, the contract is deemed to be terminated. No penalty shall accrue to either party because of contract termination. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

### B. PROCEDURES

1. Contractor agrees to follow the standard outline of the *Every 15 Minutes* program, as noted in the *Every 15 Minutes* Procedural Manual, and work in cooperation with the assigned representative from the local California Highway Patrol Office (normally the Public Information Officer), in order to maintain the integrity and consistency of the program. The *Every 15 Minutes* Procedural Manual, as well as other important documents and information regarding the *Every 15 Minutes* program can be located at <http://www.chp.ca.gov/programs/fifteen.html>.
2. Contractor shall provide a copy of this contract to the program coordinator in order to ensure the terms and conditions of this contract are met.
3. A representative from the California Highway Patrol will attempt to attend each meeting (student, parent, and core group committee). In addition, a representative from the California Highway Patrol will attempt to be present to assist the day of the crash, chaperone, and attend the assembly.
4. The Contractor shall assign no less than two students of the High School Student Body to program committees for participation in the organization and planning of the *Every 15 Minutes* program at the subject school.

### C. TERMS AND CONDITIONS

1. Contractor agrees to maintain all records and other evidence pertaining to costs incurred and work performed thereunder, and shall make them available at the Contractor's California office during the contract period and thereafter for a period of three years from the date of receipt of final payment of federal funds.

2. The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
3. Contractor shall not assign or transfer interest in this contract without the prior written approval from the California Highway Patrol and the Office of Traffic Safety.
4. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.
5. The Contractor shall function as the prime contractor of this contract and shall manage the performance of any subcontractors. Contractor shall enter into subcontracts contingent upon the California Highway Patrol and Office of Traffic Safety approval. The Contractor shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each subcontractor for work performed in accordance with the terms of this contract. Replacement or substitution of any subcontractor shall not be permitted without the prior written approval of the California Highway Patrol and Office of Traffic Safety. All subcontracts entered into pursuant to this contract shall be subject to examination and audit by the Contractor, the California Highway Patrol, the Office of Traffic Safety, and/or the National Highway Traffic Safety Administration, or their designated representatives, for a minimum of three years after final payment. Each subcontract to which the California Highway Patrol and Office of Traffic Safety have consented shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the California Highway Patrol and Office of Traffic Safety.
6. Contractor and any subcontractors agree to abide by the General Terms, Conditions, and Certifications contained in the Office of Traffic Safety Grant Program Manual, Chapter 6, Exhibit 6-A, all of which by reference herein shall be made a part of this contract. The General Terms, Conditions, and Certifications are available online at [www.ots.ca.gov](http://www.ots.ca.gov).

#### **D. FUNDING**

1. For the purposes of this specific contract, Contractor recognizes that funding for the Every 15 Minutes program is contingent on the California Highway Patrol receiving funding from the Office of Traffic Safety.
2. Payment shall be made from funds appropriated to the California Highway Patrol and subject to the fiscal procedures of the State of California. The maximum

amount payable under this contract shall not exceed nine thousand nine hundred ninety-nine dollars and ninety-nine cents (\$9,999.99).

3. Contractor agrees to use the following standard language in all press, media, and printed materials: "Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration."

#### **E. EXPENSES**

1. The following is a list of **Allowable Costs**:

- Materials and supplies necessary to implement the Every 15 Minutes program, including but not limited to; film, blank DVDs, video tapes, stamps, paper, printing, reproduction, obituaries, headstones, and other related items.
- Rental of sound/audio/video equipment and materials required to produce items for the program, such as DVDs, videos, and other related items.
- The cost for motivational speakers.
- If necessary, lodging costs at the prevailing state rate pertaining to the location of the retreat lodging, plus taxes, and transportation (buses or vans) for students and adult chaperones attending the overnight retreat.
- Contractor agrees additional costs not listed above may be allowable upon prior written approval from the California Highway Patrol and Office of Traffic Safety. If a questionable cost may be incurred, Contractor agrees to contact the California Highway Patrol, in writing, requesting prior approval for the expenditure.

2. The following is a list of **Non-Allowable Costs**:

- T-shirts, sweatshirts, shorts or any other type of clothing for the program participants, outside resources, or program coordinators.
- Promotional items, such as, but not limited to; key chains, dog tags, rulers, pencils, balloons, banners, coffee cups, posters, bumper stickers, and stationery.
- Food. Meals, coffee, bottled water, or any other beverages, candy, donuts, snacks, or any other food items (such as plates, utensils, or paper products).
- Salary and/or overtime, i.e.; substitute teacher(s).
- Services. Costs for services rendered which are a duplication of the responsibilities of state, county, and city law enforcement, the California

Highway Patrol, the school, fire department, emergency medical responders, coroner/local mortuary, hospital, chaplains/counselors, or community groups/other agencies as listed in the Every 15 Minutes Procedural Manual.

- This program is a community based effort, encouraging members of the community to volunteer time, service, and resources for the common goal of educating teenagers.
  - Entertainment. Costs of amusement, social activities, and any costs directly associated with such costs (such as tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities).
  - Program Advertising. Costs of billboard space, radio/television air time, and newspaper/magazine advertisement (including articles/ads of appreciation to supporters of the program) for program-related messages and activities.
  - Cost of overnight or courier mail service.
  - Contributions and donations, including cash, property, and services to others, regardless of the recipient.
  - Cost of fund-raising, including financial campaigns, solicitation of gifts, and similar expenses incurred to raise capital (such as selling the E15M program video/DVD) or obtain contributions.
  - Scholarships.
  - Contest prizes, i.e.; cash and/or gift certificates.
3. Only the costs as specified herein, are authorized for reimbursement by the California Highway Patrol to Contractor under this contract. Any other costs incurred by Contractor in the performance of this contract are the sole responsibility of the Contractor.
  4. All items to be purchased under this contract are considered expendable and title to the items are vested to the local agency. No inventory controls are required except reporting of what was actually purchased. No non-expendable items, defined as having a unit cost of \$5,000 or more, are authorized for purchase under this contract.
  5. Please note, if Contractor accepts monetary donations from Department of Alcoholic Beverage Control licensed establishments, liquor wholesalers, distributors, or manufacturers, NO display of alcoholic beverage brand logos or other brand identification is permitted.

## F. REIMBURSEMENT

1. Payment of approved reimbursable costs shall be on a one-time basis in arrears. Payment shall be made within 45 days of the California Highway Patrol's approval of invoices, however, no late payment or interest penalties are applicable to payments not made within this time period.
2. Contractor understands in order to be eligible for reimbursement, costs incurred and claimed must be necessary and reasonable for proper implementation of the program, be incurred after the effective date of the contract and on or before the contract termination date and cannot result in a profit or other increment to contracting agency.
3. Contractor shall furnish a final report package to the California Highway Patrol within thirty (30) days after completion of the Every 15 Minutes program. If the reimbursement package is not submitted as stated above, the agreement may be cancelled and any request for reimbursement may be denied.
4. **The final report package shall consist of:**
  - A cover letter on Contractor's official letterhead.
  - A final report consisting of a general overview of the program, from planning stages through debriefing and a final conclusion. You may also choose to include copies of the operational plan, letters to parents/students/community, press releases, etc., as part of your final report.
  - Agency Contract Claim for Reimbursement, Exhibit B (see page 7 of this contract).
  - Copies of all invoices/receipts that are being claimed for reimbursement (if size of a receipt is less than 8-1/2" x 11", affix receipt to an 8-1/2" x 11" paper).
  - Additional materials including, but not limited to:
    - copy of any video/DVD related to the program,
    - copies of any newspaper/online articles,
    - the assembly program announcement
    - pictures
    - any additional materials that highlight your program
5. The reimbursement packet will be considered incomplete if all requested documents and materials are not submitted concurrently. Contractor understands untimely submission of reimbursement claims may result in loss or reduction of grant funding.

6. The California Highway Patrol may delete from Contractor's invoice any amount claimed by Contractor if the Department determines the expense to be inappropriate or excessive, or violates any other provisions of the contract.
7. Contractor agrees to refund to the California Highway Patrol any amounts claimed for reimbursement and paid to Contractor that are later disallowed by the California Highway Patrol, or other official auditor, after audit or inspection of records maintained by the Contractor.
8. All invoices and correspondence are to be mailed in accordance with the applicable instructions. Costs incidental to the report's preparation or delivery that are incurred subsequent to the termination date of the contract are not allowable.





**SHORT FORM CONTRACT****(For agreements up to \$9,999.99)**

STD. 210 (Revised 6/2003)

CONTRACT NUMBER 13C061067	AM. NO.	FEDERAL TAXPAYER ID. NUMBER 95-6000120
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
SUBMIT INVOICE IN TRIPLICATE TO:

California Highway Patrol  
Research and Planning Section  
P. O. Box 942898  
Sacramento, CA 94298-0001

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER  
 DVBE %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding SCM 5.80 B.3.b

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.

California Highway Patrol

CONTRACTOR'S NAME, hereafter called the **Contractor**.

Anaheim High School

2. The agreement term is from **1/1/2014** or upon approval, whichever is later, to **4/30/2014**3. The maximum amount payable is \$ 9,999.99 pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ \_\_\_\_\_ (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER Contractor will invoice using the Agency Contract Claim for Reimbursement, Exhibit B

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

 ADDITIONAL PAGES ATTACHED




a. Contractor agrees to implement the Every 15 Minutes (E15M) program as outlined in Exhibit A, Program Specifications. The E15M is a two-day program focusing on teenagers, challenging them to think about drinking, driving, personal safety, the responsibility of making mature decisions and the impact their decisions have on family, friends, and many others. This is a cooperative program involving schools, law enforcement, and the community.

b. The proposed dates of the program are April 10-11, 2014.

c. CHP reserves the right to cancel this agreement with thirty (30) days prior written notice.

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

 GTC\*SF 610  GIA\* \_\_\_\_\_ \*If not attached, view at [www.dgs.ca.gov/contracts/](http://www.dgs.ca.gov/contracts/). Other Exhibits (List) Exhibit A - Program Specifications, Exhibit B - Reimbursement Claim**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
California Highway Patrol		Anaheim High School			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
					
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Jacquelyn Ngo, Procurement Manager					
ADDRESS		ADDRESS			
P.O. Box 942898, Sacramento, CA 94298-0001		811 West Lincoln Avenue Anaheim, CA 92805			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
MV Acct State Trans	2720-001-0044	13/14	20	2013	3061-215-70562
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED
					

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

<b>EDUCATIONAL CONSULTING AGREEMENT</b>
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**THIS AGREEMENT** is made and entered into this:

12 <sup>th</sup>	day of	December	2013
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by and between

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

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

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

and

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

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

- Services to be provided by Consultant:

Chance Theatre will provide four (4) hours of professional development for twelve (12) Anaheim Union High School District (AUHSD) theatre directors. The primary focus will be on the mechanics of directing. Participants will discuss and practice character development, textual interpretation, stage pictures and blocking, and rehearsal techniques. This professional development opportunity is being supported by a grant from the Orange County Arts Education Collaborative Fund of the Orange County Community Foundation (OCCF) grant, which was awarded to the Special Programs Office in March 2012.
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Site/School:	Brookhurst Junior High School	Funds (Cost Center):	OCCF (5915)
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- List of Other Supportive Staff or Consultants:

No other support staff is required.
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- Consultant shall commence providing services under this AGREEMENT on:

Date:	December 13, 2013
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and shall diligently perform as specified and complete performance by:

Date:	March 31, 2014
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the

result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

No other information is needed.

5. District shall pay Consultant the maximum amount of

\$500

for services rendered

to # of people:	12 staff members	# hours per day:	4 hours	# of days:	1 day
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

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

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability

and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

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

Lectures and discussions will help AUHSD theatre directors learn strategies to help students to physicalize what's going on internally, understand the dynamics of a scene, and how to hit the dramatic hot-spots for best effect.

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

Oanh Nguyen is the founding artistic director of Chance Theatre and serves as a Producing Associate at South Coast Repertory Theatre. His work as a director, producer, and actor will provide a professional level of experience to the AUHSD theatre director that is normally not available in an ordinary acting workshop. Directing credits include productions at Chance Theater, South Coast Repertory, The Old Globe, East West Players, Segerstrom Center for the Arts, and the J. Paul Getty Museum. Acting credits include TWO BROTHERS with Guy Pearce and Freddie Highmore, RUSH HOUR 3 with Jackie Chan and Chris Tucker, and LONELY BOY with Alev Aydin. Oahn Nguyen also serves on the advisory board of AUHSD Performing Arts Conservatory, and he recently served four (4) years on the board of the Network of Ensemble Theatres.

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

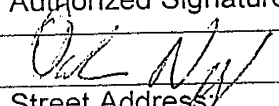
No technical support is needed.

**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:

<b>CONSULTANT:</b>		<b>DISTRICT:</b>	
Typed Name of consultant (same as page 1):			
Chance Theater		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Oanh Nguyen, Founder and Artistic Director		Dr. Paul Sevillano	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
PO Box 3309		501 N. Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Orange, CA 92857		Anaheim, CA 92803-3520	
Date:		Date:	
10/20/13			

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	
Other/Specify:	No-Profit

Social Security Number\* or Federal Identification Number\*

	11-3679644
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\*Or, initial below:

<input type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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Telephone Number:

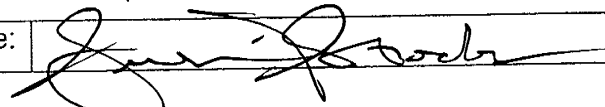
E-mail Address:

213-925-2910	oanh@chancetheater.com
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*If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.*

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

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

Signature: 	Date: 10-30-13
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Anaheim Union High School District  
Education Division

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

CLICK AND ENTER DATA

<b>School:</b>	KATELLA HIGH SCHOOL	<b>Date of Application:</b>	10-30-31
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

**Name of proposed group:**

Mike Gallo Memorial Club
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**Purpose of the group:**

This club is to support Katella students who are in need, with resources provided by the Katella community. This can be to enrich academic experiences or for personal needs.
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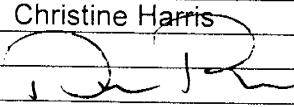
**Frequency of group meetings:**

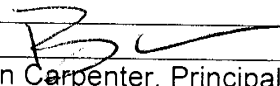
Once a week
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**Proposed meeting day, time and location:**

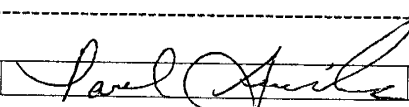
Day:	Monday	Time:	Lunch	Location:	Room #2-110
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Applicant's Signature:		Date:	
Printed Name:	Christine Harris		

Advisor's Signature:		Date:	10-30-13
Printed Name:	Debra Pew		

Principal's Signature:		Date:	10-30-13
Printed Name:	Ben Carpenter, Principal		

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

Assistant Superintendent's Signature:		Date:	11/15/13
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**Following approval, the completed application will be returned to the school principal.**



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

<b>School:</b>	KATELLA HIGH SCHOOL	<b>Date of Application:</b>	9.12.13
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

**Name of proposed group:**

Psych Club
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**Purpose of the group:**

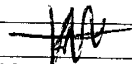
Provide healthy environment where students can learn to resolve conflicts; to talk to freshmen About how to improve choices that affect them academically and emotionally
---

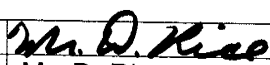
**Frequency of group meetings:**

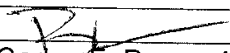
Twice monthly
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**Proposed meeting day, time and location:**

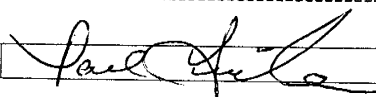
Day:	Tu/Th	2:40p	Location:	2-114
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Applicant's Signature:		Date:	10.24.13
Printed Name:	Katherine Martinez		

Advisor's Signature:		Date:	10.24.13
Printed Name:	Mr. D. Rice		

Principal's Signature:		Date:	10/25/13
Printed Name:	Carlos F. Perez, Asst. Principal Ben Carpenter Principal		

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

Assistant Superintendent's Signature:		Date:	11/15/13
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Following approval, the completed application will be returned to the school principal.

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

<b>School:</b>	John F. Kennedy High School	<b>Date of Application:</b>	05/10/13
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

**Name of proposed group:**

Fashion Club
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**Purpose of the group (Please describe thoroughly):**

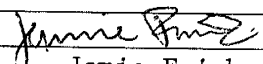
To promote stylish, yet modest fashion at Kennedy High School. To serve as a place where students interested in fashion and/or pursuing a career in fashion can meet. To be active in school activities.
--

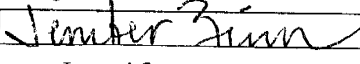
**Frequency of group meetings:**


Every 2 <sup>nd</sup> and 4 <sup>th</sup> Wednesday
---

**Proposed meeting day, time and location:**

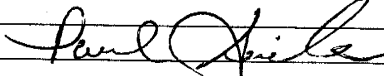
Day:	Wednesda y	Time:	Lunch	Location:	Room 112
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Applicant's Signature:		Date:	10-16-13
Printed Name:	Jamie Fairbanks		

Advisor's Signature:		Date:	10-16-13
Printed Name:	Jennifer Zinn		

Principal's Signature:		Date:	10-17-13
Printed Name:	Russ Earnest		

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

Assistant Superintendent's Signature:		Date:	11/15/13
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**Following approval, the completed application will be returned to the school principal.**

# APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS (DOUBLE CLICK SHADED BOXES)

<b>Name of Organization:</b> HOSA Health Occupations Students of America	<b>School:</b> Magnolia
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**Name(s) of student(s) making application:**  
Tran Nguyen

**Staff Sponsor(s):**  
Denise Foster, LVN

**List purposes, objectives, and activities of organization** (attach copy of Constitution and By-Laws)  
Promote health / science education (see attachment)

**Proposed meetings:**

<b>Day(s):</b> Mondays	<b>Time(s):</b> 12:20-12:41	<b>Location:</b> Room 507
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**Special equipment?**  No  Yes – Describe:

**Qualifications for membership, if any:**  
Open to all interested in healthcare. If participating at SLC see attachment

<b>How are officers elected?</b> General elections	<b>Term?</b> 2 semesters
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**State relationship to curriculum and/or instructional program of the district, and describe** how the organization will serve as an extension of or adjunct to the curriculum. Include specific reference to the courses of study, classes, or programs which the organization is intended to supplement; the instructional materials or learning resources which will be used; the skills, concepts, or attitudes which are planned to be developed; and the evaluation techniques which will be used to assess whether or not the objectives have been achieved:

Students can compete in aspects of healthcare that are taught in class i.e. med terminology, CPR/First Aid, Job search skills, Healthcare displays, prepared and persuasive speech etc.

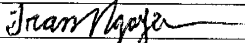
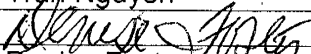
**Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:**

Assist with running meetings, Club rush and present for all fundraisers

**Will this organization be raising funds for any purpose?**  No  Yes – Describe how funds will be raised and for what purpose:

Generally through either can recycle, food sales, field trip (reimbursed for participation) and more

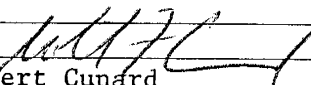
**The undersigned agree to comply with all applicable district policies, school guidelines, and rules, as adopted and amended:**

<b>Signature of student making application:</b>	
<b>Printed name of student making application:</b>	Tran Nguyen
<b>Signature of faculty sponsor:</b>	
<b>Printed name of faculty sponsor:</b>	Denise Foster

**Faculty sponsor: I have reviewed this application and**

the application is complete  the Constitution/By-Laws are attached

the application is not complete (explain):

<b>Signature of School Principal:</b>		<b>Date:</b> 10-1-13
Robert Cunard		

<b>Signature of Assistant Superintendent of Education:</b>		<b>Date:</b> 11/15/13
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**Education Office Use Only:**

<b>Board of Trustees action:</b>	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<b>Date:</b>
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Submit completed form to the Assistant Superintendent of Education (mail location #15).

Anaheim Union High School District  
Education Division

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

<b>School:</b>	Western High School	<b>Date of Application:</b>	10/14/13
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

**Name of proposed group:**

Black Student Union
---------------------

**Purpose of the group (Please describe thoroughly):**

The purpose of the Black Student Union, BSU, is to promote activities of common interest, as well as cultural and educational benefits for the African American student body. In addition, the BSU is the "umbrella" organization of many of the African American student organizations, providing a forum for them to voice their differences, goals, and ideas. Furthermore, BSU encourages cooperation between its member organizations and the African American student body.
---

**Frequency of group meetings:**

Weekly during lunch or afterschool every Tuesday in Room 32 Special meetings will be called by club advisor and or president
---

**Proposed meeting day, time and location:**

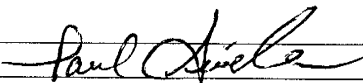
Day:	Tuesday	Time:	11:55 (Lunch)	Location:	Room 32
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Applicant's Signature:	<i>Eireonna Trice</i>	Date:	10/15/13
Printed Name:	Eireonna Trice		

Advisor's Signature:	<i>Melody Morris</i>	Date:	10/14/13
Printed Name:	Melody Morris		

Principal's Signature:	<i>Daniel Lunt</i>	Date:	10-15-13
Printed Name:	Daniel Lunt		

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

Assistant Superintendent's Signature:		Date:	4/15/13
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Anaheim Union High School District  
 Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
 NON-CURRICULUM RELATED ORGANIZATION**  
 CLICK AND ENTER DATA

<b>School:</b>	Western	<b>Date of Application:</b>	October 4, 2013
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

**Name of proposed group:**

Chinese Club
--------------

**Purpose of the group (Please describe thoroughly):**

The Chinese Club gathers to celebrate and learn about the Chinese culture and language. During international week, the club may perform a traditional and / or modern dance. The club may go to Chinese restaurants to enjoy Chinese cuisine as well.
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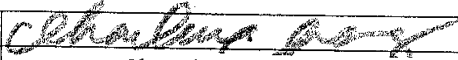
**Frequency of group meetings:**


1 or 2 times a month
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**Proposed meeting day, time and location:**

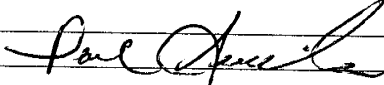
Day:	Friday	Time:	Lunch	Location:	Room 27
------	--------	-------	-------	-----------	---------

Applicant's Signature:		Date:	10/13/13
Printed Name:	Hoang Luong		

Advisor's Signature:		Date:	10/8/13
Printed Name:	Charlene Leang		

Principal's Signature:		Date:	10-9-13
Printed Name:	Daniel Lunt		

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

Assistant Superintendent's Signature:		Date:	11/15/13
---------------------------------------	--	-------	----------

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

Anaheim Union High School District  
Education Division

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

<b>School:</b>	Western High School	<b>Date of Application:</b>	10/14/13
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

**Name of proposed group:**

Dance Club Revolution (DCR)
-----------------------------

**Purpose of the group (Please describe thoroughly):**

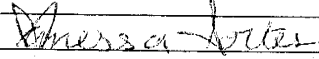
<p>a) To promote dance on campus                  b) To bring together people of the same interest                  c) To provide dance opportunity to students who do not have a dance class                  d) To foster students' talent and passion for dance</p>
--

**Frequency of group meetings:**


Weekly during lunch or afterschool every Wednesday in Room 32 Special meetings will be called by club advisor and or president
---

**Proposed meeting day, time and location:**

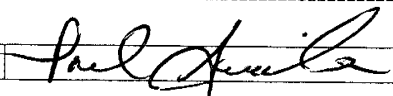
Day:	Wednesda y	Time:	11:55 (Lunch)	Location:	Room 32
------	---------------	-------	------------------	-----------	---------

Applicant's Signature:		Date:	10/14/13
Printed Name:	Vanessa Cortes		

Advisor's Signature:		Date:	10/14/13
Printed Name:	Melody Morris		

Principal's Signature:		Date:	10-14-13
Printed Name:	Daniel Lunt		

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

Assistant Superintendent's Signature:		Date:	11/5/13
---------------------------------------	--	-------	---------

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



Anaheim Union High School District  
Education Division

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

CLICK AND ENTER DATA

<b>School:</b>	Western	<b>Date of Application:</b>	October 4, 2013
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

**Name of proposed group:**

Korean Club
-------------

**Purpose of the group (Please describe thoroughly):**

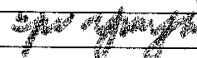
The Korean Club gathers to celebrate and learn about the Korean culture and language. During international week, the club may perform a traditional and / or modern dance. The club may go to Korean restaurants to enjoy Korean cuisine as well.
---

**Frequency of group meetings:**

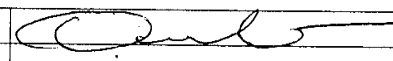
1 or 2 times a month
----------------------

**Proposed meeting day, time and location:**

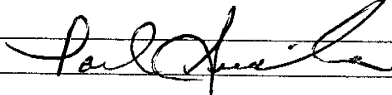
Day:	Friday	Time:	Lunch	Location:	Room 27
------	--------	-------	-------	-----------	---------

Applicant's Signature:		Date:	Oct. 8. 13
Printed Name:	Young In Cho		

Advisor's Signature:		Date:	10/7/13
Printed Name:	Charlene Leang		

Principal's Signature:		Date:	10-9-13
Printed Name:	Daniel Lunt		

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

Assistant Superintendent's Signature:		Date:	11/15/13
---------------------------------------	--	-------	----------

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

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

<b>School:</b>	Western High School	<b>Date of Application:</b>	October 21, 2013
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

**Name of proposed group:**

The Yu-Gi-Oh Club
-------------------

**Purpose of the group (Please describe thoroughly):**

Provide a place where students interested in playing Yu-Gi-Oh can enjoy playing the game and discussion matters pertaining to the game without being judged. Most members are socially awkward and feel they can come out of their shells in hopes to better themselves.
--

**Frequency of group meetings:**

Official Meetings will be held once a month.
--

**Proposed meeting day, time and location:**

Day:	Tuesdays	Time:	Lunch	Location:	Room 73
------	----------	-------	-------	-----------	---------

Applicant's Signature:	<i>Nick Gelman</i>	Date:	10-21-13
Printed Name:	Nick Gelman		

Advisor's Signature:	<i>Lonnie Smith</i>	Date:	10-21-13
Printed Name:	Lonnie Smith		

Principal's Signature:	<i>Daniel Lunt</i>	Date:	10-23-13
Printed Name:	Daniel Lunt		

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

Assistant Superintendent's Signature:	<i>Paul Opale</i>	Date:	11/15/13
---------------------------------------	-------------------	-------	----------

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

Anaheim Union High School District  
Education Division

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

CLICK AND ENTER DATA

<b>School:</b>	Lexington	<b>Date of Application:</b>	10/29/13
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

**Name of proposed group:**

A.R.K (Acts of Random Kindness)
---------------------------------

**Purpose of the group (Please describe thoroughly):**

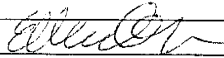
To act out and encourage kindness
-----------------------------------

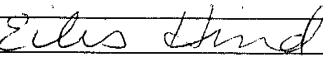
**Frequency of group meetings:**


Once a week
-------------

**Proposed meeting day, time and location:**

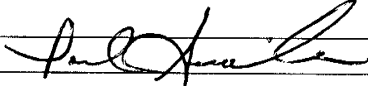
Day:	Tuesday	Time:	11:56-12:26	Location:	Room 702
------	---------	-------	-------------	-----------	----------

Applicant's Signature:		Date:	10/29/13
Printed Name:	Ellen Oh		

Advisor's Signature:		Date:	10/29/13
Printed Name:	Ellis Hind		

Principal's Signature:		Date:	10/29/13
Printed Name:	Mr. Sam Joo		

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

Assistant Superintendent's Signature:		Date:	11/15/13
---------------------------------------	--	-------	----------

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

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

CLICK AND ENTER DATA

<b>School:</b>	Lexington Junior High School	<b>Date of Application:</b>	10/8/13
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
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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:**

Debate Club

**Purpose of the group (Please describe thoroughly):**

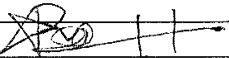
Research debate/practice argumentation

**Frequency of group meetings:**

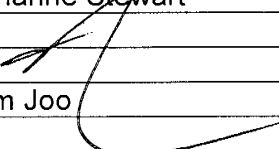
Once a week

**Proposed meeting day, time and location:**

Day: Wednesday Time: 2:30 Location: MPR

Applicant's Signature:		Date:	10/11/13
Printed Name:	Ruth Hwang		

Advisor's Signature:		Date:	10/11/13
Printed Name:	Marianne Stewart		

Principal's Signature:		Date:	10/11/13
Printed Name:	Sam Joo		

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

Assistant Superintendent's Signature:		Date:	11/15/13
---------------------------------------	--	-------	----------

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

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

<b>School:</b>	Lexington Jr. High	<b>Date of Application:</b>	10/9/13
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

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

**Name of proposed group:**

The Lionhearts' Club for Best Buddies
---------------------------------------

**Purpose of the group (Please describe thoroughly):**

To promote helping/assisting those with special needs. To provide social opportunities for our special needs population
---

**Frequency of group meetings:**

Once a week
-------------

**Proposed meeting day, time and location:**

Day:	Monday	Time:	12:00-12:56	Location:	Lexington JHS	Room	204/209
------	--------	-------	-------------	-----------	---------------	------	---------

Applicant's Signature:	Hannah Decriscio	Date:	10/9/13-10/14/13
Printed Name:	<i>Hannah Decriscio</i>		

Advisor's Signature:	<i>Cassandra Collier</i>	Date:	10/9/13
Printed Name:	Cassandra Collier		

Principal's Signature:	<i>Sam Joo</i>	Date:	10/9/13
Printed Name:	Mr. Sam Joo		

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

Assistant Superintendent's Signature:	<i>Sam DeSilva</i>	Date:	11/15/13
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**Following approval, the completed application will be returned to the school principal.**

**AGREEMENT**

*between the*

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

*and the*

**ANAHEIM SECONDARY TEACHERS  
ASSOCIATION**

*for the period*

*~~August 23, 2012~~ August 22, 2013*

*through*

*~~August 22, 2013~~ the first Teacher work day of the  
2016-17 school year*

Approved by the Board of Trustees: Pending Approval December 12, 2013

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## ARTICLE I: AGREEMENT

### 1.1 Agreement

This Agreement is made and entered into the first teacher work day of the ~~2013-2014~~ school year, 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 Anaheim Secondary Teachers Association, CTA/NEA, hereinafter referred to as the "Association," whose address is 50 S. Anaheim Blvd., Suite 300, Anaheim, California 92805.

### 1.2 Separability and Savings

If any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

### 1.3 Disagreement on Scope

At the request of either party, the District and the Association shall, within forty-five (45) days of an unappealed decision of the hearing officer, or by PERB, or courts, if appealed to the courts, that an item(s) claimed by either party to be outside of scope and thus not covered by this Agreement is within the scope of negotiations, meet and negotiate on the item in an attempt to reach a mutually acceptable amendment to this Agreement.

### 1.4 Entire Agreement

The parties agree that the terms and conditions expressly set forth in this Agreement represent the full and complete Agreement and commitment between the parties thereto.

The parties agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment as specified in Section 3453.2 of Chapter 10.7, Division 4, Title I of the Government Code of the State of California, and that during the term of the Agreement neither the District nor the Association, 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 subjects or matters may not have been within the knowledge or contemplation of either or both the District or the Association 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 8: LEAVES

A leave of absence is an authorization for a unit member to be absent from duty generally for a specific period of time and for an approved purpose.

Upon expiration of a leave of absence, unit members shall be returned to the same school from which the leave was taken. Such unit members will not be guaranteed the same teaching assignment. Similar to active unit members, unit members returning from leave are subject to layoff and surplus from their original school site. Thereafter, returning unit members shall be subject to Article 9, Transfer.

A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

Part-time regular unit members shall be entitled to leaves of absence from their part-time assignments.

8.1 Personal Leaves of Absence Without Pay

Unit members may, upon request, be granted up to one (1) year of absence without pay for the following reasons:

- 8.1.1 Health
- 8.1.2 Maternity, paternity and adoption
- 8.1.3 Activities which contribute to professional development in education, which may include formal study, travel or exchange teaching.
- 8.1.4 Child care
- 8.1.5 Compelling family matters / personal necessity

Leaves shall have the prior approval of the principal. All such unpaid leaves may be, upon request, extended for one (1) additional complete semester or school year. With the exception of leaves of absence granted by state for federal law, leaves shall be limited to a maximum of two (2) years within a five (5) year period of time. Requests for leaves of absence under this provision shall not be arbitrarily or capriciously denied.

With the exception of maternity leave, sick leave, bereavement, industrial accident/illness, leaves of absence shall be limited to permanent unit members.

## 8.2 Application for Leave

### 8.2.1 Leaves Other Than Sabbatical

A unit member who is eligible for an unpaid leave of absence must make application for such leave on the District form provided. Requests for such leaves to begin in September must be filed in the Human Resources Office prior to the preceding February 15. Requests for leaves to begin in January must be received on or before the preceding November 15. At the discretion of the Director, Human Resources the afore mentioned time deadline may be waived.

## 8.3 Notification of Return or Request for Extension

The following procedures shall be adhered to relative to returns from leaves of absence and/or requests for extensions of leaves:

### 8.3.1 District Notification

On or before February 1 (October 15 for first semester leaves) of the semester nearest and preceding the expiration of the leave of absence, the District shall notify the unit member who is on a leave of absence that his/her position is being held pending notification of request for extension of leave or notification of intention to return from leave. Such notification shall be sent by U.S. mail to the unit member's last known address.

### 8.3.2 Unit Member Response

On or before March 1 (November 15 for first semester leaves) the unit member shall respond to the District notification by indicating either a request for an extension of leave or the unit member's intention to return from leave. In the event that the unit member fails to respond to the District notification, it is understood that the District may proceed to fill the unit member's position.

### 8.3.3 Return Before Expiration

A unit member who wishes to return from leave prior to the agreed upon expiration of the leave shall be entitled to fill the next available vacancy for which the unit member is certified and qualified.

At the end of the school year, the unit member will be subject to other terms and conditions of the contract as though assigned to that school for the entire year.

## 8.4 Salary Advancement During Leave

A unit member granted a leave of absence, other than sabbatical leave, military leave, or Peace Corps leave, shall not be advanced on the salary schedule unless s/he has completed the school year according to law. A unit member granted a sabbatical, military, or Peace Corps leave shall be eligible for advancement on the salary schedule.

8.5 Tragedy Personal Necessity Leave

A long term ninety (90) day personal necessity leave of absence may be provided to a unit member 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 or dependent child. A unit member's compensation during such leave shall be equivalent to the unit member's regular salary and fringe benefits minus the amount necessary to pay a substitute employed to replace the unit member while on leave.

8.6 Maternity Leave

Upon request, pregnant unit members shall be granted maternity leave. Said leave shall be unpaid unless unit members have accumulated sick leave (under 8.11.1) which may be utilized. Maternity leave will be provided in accordance with existing law.

8.7 Industrial Accident and Industrial Illness Leave

8.7.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 44984 and this rule.

8.7.2 A unit member 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 accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

8.7.2.1 The employee has probationary or permanent status.

8.7.2.2 The Superintendent/designee has determined that the illness or injury was directly related to the performance of duties while in the employment of the Anaheim Union High School District.

8.7.3 A unit member absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualifies 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.

8.7.4 Industrial accident and industrial illness 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 in writing by the State Compensation Insurance Fund 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 unit member's leave.



- 8.7.5 Should the unit member's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the unit member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until he returns to duty, or until illness credits have been used up, whichever is sooner.
- 8.7.6 During any period a unit member is receiving his regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44984 of the Education Code. Charges to the unit member's leave balances shall be as follows:
- 8.7.6.1 Industrial accident and industrial illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.
- 8.7.6.2 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 unit member who is absent because of a work connected illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his full salary during the period of his absence. (See Section 44043 of the Education Code.)
- 8.7.7 A unit member, while receiving industrial accident or industrial illness leave benefits, must remain within the State of California unless the Board of Trustees authorizes travel outside the State.
- 8.7.8 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

## 8.8 Personal Necessity Leave of Absence

Unit members may use up to ten (10) days of accumulated sick leave without stating a reason for personal necessity provided the number of personal necessity days does not exceed the number of days of unused sick leave.

Permissible personal necessity use

- 8.8.1 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.

- 8.8.1.1 Accident or serious illness involving his/her personal property or person or property of his/her immediate family.
  - 8.8.1.2 Court appearance as a litigant or as a witness under order.
  - 8.8.1.3 Religious observances
  - 8.8.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.
  - 8.8.1.5 Becoming a parent by adoption, surrogate, or paternity.
  - 8.8.1.6 Personal necessity may be used for circumstances that meet all of the following criteria: Are of a 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.
- 8.8.2 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.
- 8.8.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, work slowdown or concerted activity of any kind.
- 8.8.4 A unit member shall be allowed to use two (2) days of personal necessity leave which will not be charged against his/her accumulated sick leave. (This section will be suspended for the ----- 2011-12 school year.)

8.9 Verification of Personal Necessity Leave

The District may require satisfactory proof of the nature, extent, and duration of the personal necessity leave if it believes a unit member to be 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.

8.10 Sabbatical Leave

A sabbatical leave of absence may be granted to any unit member only to the extent that the same will benefit the schools and pupil thereof, for not less than one (1) semester nor more than one (1) school year under the following conditions:

- 8.10.1 The applicant must have served at least seven (7) consecutive years in the District preceding the granting of the leave, and no more than one such leave of absence shall be granted to a unit member in each seven (7) years of

## ARTICLE 9: TRANSFER PROCEDURES

### 9.1 Definitions

#### 9.1.1 Transfer

A transfer is defined as the relocation of unit members between schools or between a school and a district office department. Transfers fall into two (2) categories: (1) voluntary transfers that are initiated at the request of the unit members, and (2) involuntary or administrative transfers that are initiated by the District.

#### 9.1.2 Seniority

For the purposes of the transfer Article, the term "seniority" shall mean the unit member's total continuous service to the District in a certificated position, beginning with the first (1st) day of paid service as a probationary employee. The Board shall maintain an up-to-date seniority list, which for purposes of this Article shall be the "order of employment list" required by Education Code Section 44845. This list shall be sent to the Association by November 1 of each school year and shall be posted at each site.

Every probationary or permanent employee employed after June 30, 1947 shall be deemed to have been employed on the date upon which s/he first rendered paid service in a probationary position.

#### 9.1.3 Reassignment

For purposes of this section, a reassignment occurs when a unit member is required to teach in a department in which s/he was not teaching the previous year.

#### 9.1.4 Opening

An opening is defined as a position at a school or administrative department location which the District has determined is to be filled by a regular probationary or permanent unit member rather than a substitute or a temporary.

### 9.2 Posting of Openings

9.2.1 The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) days after posting. In the event an opening becomes available once the teacher work year begins, the deadline for application shall not be less than three (3) days. The opening shall not be filled prior to such deadline. Postings shall be sent to the Association Office.

- 9.2.2 An opening, for posting purposes, is not created when a permanent or probationary unit member is on a paid or unpaid leave of absence, a one (1) semester opening exists, or when a surplus unit member is available with an appropriate teaching major or minor.
- 9.2.3 Posting errors shall not be subject to grievance. The error shall be corrected prior to filling the opening.
- 9.2.4 A unit member who requests transfer to an available position and is denied may be provided a written statement, if so requested by the unit member.
- 9.2.5 The filing of a request for transfer is without prejudice. It does not jeopardize a unit member's present assignment. The request may be withdrawn any time prior to confirmation that the transfer has been approved.

### 9.3 Voluntary Transfer

Any unit member may apply for a voluntary transfer by submitting a "Request for Transfer" form to Human Resources prior to the closing date of the vacancy for which they are applying. The Human Resources office will notify the principal of the school where the vacancy exists and such unit member shall be offered an opportunity to interview. The Human Resources office will also notify the principal of the teacher's current school.

### 9.4 Mutual Exchange of Positions

A unit member may initiate an exchange of assignment for one (1) school year, providing there is agreement with the involved principal and exchange unit members. If, at the conclusion of the school year, all parties agree, the exchange of assignment shall become permanent.

### 9.5 Involuntary Transfer-Surplus

- 9.5.1 The parties recognize that it may be necessary to transfer unit members involuntarily because of enrollment adjustments, budgetary restrictions or curricular needs.

For purposes of this section only, a bargaining unit member whose assignment includes more than one department shall be determined to be a member of the department which is the majority of his/her assignment. When departments in a bargaining unit member's assignment are equally distributed, the unit member shall determine in which department s/he is a member and give written notification within five (5) days of the beginning of the school year or the effective date of the schedule change. If a permanent change in a unit member's schedule occurs at any point in the school year, this language will apply to determine the new department designation.

When a school principal is notified by the District of the school's allocation of teaching staff, the administrator, at an all-faculty meeting, shall notify the faculty of the possibility of surplus and ask for volunteers for transfer. Consideration will be given to these volunteers if it contributes to the resolution of the surplus issue as determined by the site administrator.

In determining the department from which unit members are to be surplus, the principal will provide the department with a rationale for his/her decision. The rationale will be provided in writing upon request. The principal's decision may be appealed to the Superintendent or his/her designee. No department shall be selected for surplus, nor any unit member transferred arbitrarily or capriciously. For purposes of this section, English, L.E.D., and Reading shall be considered one (1) department.

### 9.5.2 Surplus Criteria Point System

In order to make the process consistent, the Association and the District agree to a scoring system to be utilized whenever a surplus situation exists. Please note that the scoring system is designed to consistently determine who will be transferred and is not designed to prevent involuntary transfers.

There are four (4) criteria that shall be used in determining who is to be surplus. Listed below are the criteria and points to be awarded.

1. Credentials: Each teacher properly credentialed to teach the subject ~~to be~~ surplus shall be given one (1) point. Please note that CLAD is a certificate and not a credential.
2. Extra-Service Pay (ESP): Any teacher who is serving, during the current school year, in a full or partial extra-service pay position will receive one (1) point (maximum). The department chair is not given a point for extra-service pay. Only one (1) extra-service pay point is given regardless of the number of extra-service pay positions the unit member holds. The point will be determined after the Spring/4th quarter sports season begins unless the unit member has already completed an assignment. The assignment must be fulfilled by the unit member in order to maintain the point. If the assignment is not fulfilled, the point will be rescinded and the surplus process will be adjusted.
3. Department Leadership: The teacher(s) serving, during the current school year, as full or shared department chair shall receive one (1) point.
4. Seniority: One (1) point shall be granted to each teacher in the department determined to be in a surplus situation except for those teachers corresponding to the number of transferees who have the least district seniority ~~as listed in the Unaffiliated Employees' Seniority Book.~~ For

example, if the department has seven (7) members and will be reduced to five (5), the five (5) most senior members get a point.

Each teacher's points from that department are totaled and, in the absence of volunteers, the teacher(s) with the lowest points will be surplus.

### 9.5.3 Tie Breaker for Surplus

If a tie exists after all of the steps above have been taken, the teacher with the least district seniority shall be surplus. In the event that a tie still exists, the following criteria will be applied in the priority indicated to determine the employee that is involuntarily transferred:

- ~~a) Persons with three or more years temporary status prior to probationary year~~
- ~~b) Persons with two years temporary status prior to probationary year~~
- ~~c) Persons with one year temporary status prior to probationary year~~
- ~~d) Persons with clear single-subject credential / Level 2 Special Education Credential~~
- ~~e) Persons with preliminary single-subject credential / Level 1 Special Education Credential~~
- ~~f) Persons with multiple subjects clear credential AND single subject authorization~~
- ~~g) Persons with multiple subjects preliminary credential AND single subject authorization~~
- ~~h) Persons with single subject internship credential~~
- ~~i) Persons with clear multiple subjects credential~~
- ~~j) Persons with preliminary multiple subjects credential~~
- ~~k) Persons with certification authorizing instruction to EL students~~
- ~~l) Persons with specialized training who are highly qualified in math, science, or special education according to NCLB requirements~~
- ~~m) Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:
  - Activities Director (JH or SH)
  - Athletic/Intramural Sports Director
  - Department Chair~~
- ~~n) Persons with two or more single subject credentials~~
- ~~o) Persons serving in three or more areas with extra service pay~~
- ~~p) Persons serving in two areas with extra service pay~~
- ~~q) Experience as defined by initial salary placement schedule~~
- ~~r) Persons who are National Board Certified Teachers (NBCT)~~
- ~~s) Persons with a Doctoral Degree~~
- ~~t) Persons with a Master's Degree~~
- ~~u) Persons with additional service to the district in a certificated non-teaching position~~
- ~~v) Persons with additional service to the district in a non-certificated, paid position~~

It is agreed that in the event the District is still unable to select employees to be terminated using the above criteria, then a lottery shall be used to determine employment rights as between employees with the same initial service who are equally competent.

#### 9.5.4 Exemptions for Surplus

The Principal may exempt a limited number of key unit members from involuntary transfer. It is understood that in order to apply the exemption, the Principal will demonstrate that such exempted unit members hold a “key assignment” within the school. The Principal has discretion to exempt a maximum of two unit members within a school site considering certain factors listed below.

The Principal may consider the following into the decision to exempt a unit member:

- Coordinator/Director/Advisor of a unique, special event or activity that occurs at the school site.
- Coordinator/Director/High School Head Coach of a high profile or unique program.
- A teacher who is qualified and interested to teach an existing high-level or specialized course that no other teacher at the site is qualified and interested to teach.

The Principal may not consider the following into the decision to exempt a unit member:

- Use of a particular instructional methodology.
- Committee participation or chairmanship.
- Partnership with another teacher (i.e. inclusion, team teaching, job-sharing, etc.)
- Specialized training that does not lead to one of the considerations listed above.
- Assignments that can be filled with other qualified and interested personnel at the site.

The intent of this section is to allow the principal to sustain courses, programs, events and activities at the school site and to avoid its elimination due to the loss of key personnel.

9.5.5 Transferees whose credentials and preparation do not fit existing openings will be assigned to a contract teacher substitute pool until vacancies commensurate with their qualifications occur.

9.5.6 An opportunity must be provided for the unit member to meet with the administrator recommending the transfer prior to effecting the proposed transfer and be advised of the reasons for recommending such transfer. In the event that

an administrator cannot meet with the transferee due to vacation periods, illness, leaves of absence or other similar reasons, the administrator shall effect this section by placing a certified letter in the United States mail addressed to the transferee at his/her last known address.

#### 9.6 Involuntary Transfer for Special Education & Itinerant Unit Members

The District and ASTA acknowledge that unit members providing mandated services to students receiving special education must have credentials, training and experiences that are unique and essential in meeting the needs of students. Specialized services provided by itinerant assignments are limited to APE, Speech/Language Pathologists, Visually Impaired and Orthopedic Services or, in exceptional circumstances, RSP teachers at more than two (2) sites. An Itinerant teacher offers services in one of the above categories at more than one site. All Itinerant teachers will be assigned to the SYS for purpose of being departmentalized for Section 9.5 (Involuntary Transfer). If a change to a unit member's assignment will result in a change of work location (adding, eliminating or switching one or more school site) prior to or during the school year, the following process will occur:

1. The District will communicate and/or meet with the unit member to discuss the reason for the change of work location(s), before the change is implemented.
2. If the unit member agrees to the change in work location(s), the change is implemented.
3. If the unit member does not agree to the change of work location(s), other options will be explored and considered, including seeking volunteers.
4. If none of the options are acceptable to the District or the employee(s) involved, the surplus process in ~~Article 9.5.2~~ Article 9.5.2 will be utilized and will be applied to the employee and any other staff members who may be affected.

#### 9.7 Reassignment Within a School

Reassignments within a school are the responsibility of the principal. The principal shall take into consideration the staffing needs, the curriculum of the school and the credential authorization of the unit members. Prior to making a reassignment, the principal shall discuss the reassignment with the unit member. In the event that an administrator cannot meet with the reassigned unit member due to vacation periods, illness, leaves of absence or other similar reasons, the administrator shall effect this section by placing a certified letter in the United States mail addressed to the unit member at his/her last known address.

No unit member shall be reassigned arbitrarily or capriciously.

Unit members whose assignments will remain the same the following year may, at their discretion, consult with the principal concerning this continuing assignment.



9.8 Superintendent's Transfer

In situations not provided for herein, such power to assign includes the power to transfer professional personnel within the District when the Superintendent concludes that such a transfer is in the best interest of the District.

9.9 Transfer - School Closures

Involuntary transfers made during years that schools are closed shall be made as follows:

9.9.1 All unit members subject to involuntary transfer shall be provided with a list of all vacancies in the District.

9.9.2 All staff members shall be provided with the opportunity of listing their first three (3) preferences for vacancies which appear on the list.

9.9.3 The District shall attempt to place all unit members in one of their top three (3) choices. In event of a tie, the decision shall be made at the principal's discretion.

9.10 Rights of First Return

Involuntary transferees shall have the right to return, in the event of a vacancy, to the school from which s/he was transferred within one and one quarter (1-1/4) years. This right includes vacancies which are less than full-time. Unit members who wish to return will be required to initiate a request to return when the vacancy is posted.

9.11 Preparation Day

Whenever a unit member is to be transferred during any period of time other than the first (1st) day of the work year, said unit member shall be given a minimum of one (1) day without pupils in order to adequately relocate and prepare. In cases where unit members are moving from one site to another, upon request, the District shall assist them in moving materials.

9.12 Notification of Transfer and/or Reassignment

Whenever practicable, the District shall:

9.12.1 Minimize involuntary transfers and/or reassignments during times other than in the spring of a school year, to be effective at the commencement of the next school year.

9.12.2 Notify unit members of reassignment or transfer no later than June 1 of each year.

9.13 Layoff and Tie-Breaking Criteria

Upon request, the District will meet and negotiate with the Association regarding any impact that a layoff pursuant to the Education Code may have upon mandatory subjects of meeting and negotiation. Specifically excluded from this requirement shall be the decision itself to layoff and any of the procedural or substantive requirements set forth in the Education and Government Codes.

9.13.1 The following criteria will be applied in the priority order indicated to determine which certificated employees meet the particular needs of the District in the event that all certificated employees with the same seniority date are not terminated. These criteria meet the particular needs of the District at the present time:

- a) Persons with clear single-subject credential / Level 2 Special Education Credential
- b) Persons with preliminary single-subject credential / Level 1 Special Education Credential
- c) Persons with multiple subjects clear credential AND single subject authorization
- d) Persons with multiple subjects preliminary credential AND single subject authorization
- e) Persons with single subject internship credential
- f) Persons with clear multiple subjects credential
- g) Persons with preliminary multiple subjects credential
- h) Persons with certification authorizing instruction to EL students
- i) Persons with specialized training who are highly qualified in math, science, or special education according to NCLB requirements

~~1) Persons with three or more years temporary status prior to probationary year~~

~~2) Persons with two years temporary status prior to probationary year~~

~~3) Persons with one year temporary status prior to probationary year~~

~~4) Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:~~

- Activities Director (JH or SH)
- Athletic/Intramural Sports Director
- Department Chair

~~5) Persons with two or more single subject credentials~~

~~6) Persons serving in three or more areas with extra service pay~~

~~7) Persons serving in two areas with extra service pay~~

~~8) Persons serving in one area with extra service pay~~

~~9) Experience as defined by initial salary placement schedule~~

~~10) Persons who are National Board Certified Teachers (NBCT)~~

~~11) Persons with a Doctoral Degree~~

~~12) Persons with a Master's Degree~~

~~13) Persons with additional service to the district in a certificated non-teaching position~~

~~14) Persons with additional service to the district in a non-certificated paid position~~

|            Persons currently serving at a Program Improvement and/or at a  
Quality Education Investment Act School

It is agreed that in the event the District is still unable to select employees to be terminated using the above criteria, then a lottery shall be used to determine employment rights as between employees with the same initial service who are equally competent.

## ARTICLE 10: HOURS OF EMPLOYMENT

### 10.1 Work Year

The ~~2013-14 and 2014-15~~ work year shall be set forth in the calendar which is incorporated herein as Appendix A.

#### 10.1.1 Staff Development Days

The work year for certificated employees shall be ~~187~~ days. ~~Three (3)~~ Three (3) days are devoted to staff development activities. Unit members at each site shall be actively involved in planning the staff development activities. In those sites where there is an existing staff development committee, the committee and the site administrator shall be involved in planning the staff development activities.

#### 10.1.2 Classroom Preparation

Unit members shall be entitled to a minimum of one-half (1/2) day to prepare their classrooms prior to the start of the student school year.

### 10.2 Workday

The workday for unit members shall begin at least thirty (30) minutes before the beginning of the students' normal instructional day and continue for a reasonable length of time after the close of the students' regular school day. These minimum school-based assignment hours may be modified by the immediate administrator to suit varying educational and operating needs. These modifications may not be of a permanent and/or continuing nature.

### 10.3 Adjunct Duties

Unit members are required to remain a sufficient amount of time after their last assignment to fulfill necessary adjunct duties such as caring for student academic needs, attending parent or administrative conferences and meetings, and participating in other activities related to the assignment.

Unit members who are required by an administrator to attend an IEP meeting more than one and a half hours beyond the student day shall be paid at the hourly rate for any time beyond the one and a half hours.

### 10.4 Supervision Duties

Unit members may be assigned supervision duties during the regular instructional year such as campus supervision and performances, school tutoring programs, athletic events, dances, and detention that occur outside of the regular instructional day. The District shall assign such duties equitably among site unit members based upon choices indicated

by the unit members. In no case shall unit members be assigned more than six hours of supervision duty annually. Each duty shall be a minimum of 15 minutes in duration.

The preliminary supervision duty categories shall be determined and posted at the site before the end of the preceding instructional year. Sign-ups will occur at the beginning of the teacher work year.

#### 10.5 Preparation Time

10.5.1 The District shall schedule one (1) daily conference period for each full-time classroom unit member.

10.5.2 Special education teachers and their general education partners will be provided an opportunity through a shared conference period or other accommodation to meet and collaborate during regular school hours a minimum of one time per month for a minimum of one hour per month.

#### 10.6 Class Coverage

Unit members shall not be required by principal or designee to give up their preparation and planning time more than two (2) times per year to cover for other teachers without compensation at the hourly rate of pay in cases of unplanned, unforeseen or unscheduled events or circumstance. Class coverage lasting less than the full period shall count as full class coverage for purposes of counting the number of class coverage periods.

10.6.1 Records of class coverage which include the teacher's signature shall be kept by the principal or designee and readily available for inspection by any affected unit member regularly assigned to that school site.

10.6.2 Day-to-day substitutes will be used for class coverage prior to requiring a teacher to provide class coverage.

10.6.3 Class coverage for a teacher who is attending a conference, in-service or workshop shall not be considered an "unplanned, unforeseen or unscheduled event".

10.6.4 After the first two class coverage periods, bargaining unit members shall be compensated one hour's pay for each class coverage, or portion thereof as follows: less than 15 minutes will be compensated as  $\frac{1}{4}$  hour at the hourly pay rate, 15 minutes to half of the class period as  $\frac{1}{2}$  hour at the hourly pay rate and more than half the period as one hour at the hourly rate of pay.

10.6.5 Bargaining unit members may agree to class coverage for planned reasons for the hourly rate of pay. This coverage will not count as either of the required coverage periods ~~from in this article 10.5.~~

10.6.6 Class coverage for any bargaining unit member shall not be required for two consecutive days without the bargaining unit members' consent.

## ARTICLE 11: CLASS SIZE

The principal or designee may consult with members of the staff during the process of assigning pupils to classes. The Board of Trustees will annually review the staffing procedures used within the District.

### 11.1 Maintain Patterns

The Board will continue its effort to maintain staffing patterns that will avoid state penalties.

### 11.2 Grade Levels and Instructional Areas

It is recognized that class sizes at various grade levels and in different instructional areas cannot be identical.

### 11.3 Group Flexibility

The Board recognizes the advantages of instructional groupings different from the historically standard classrooms; e.g., large group instruction, cooperative teaching teams, multi-age groupings, or low enrollment classes for specially funded projects and the Board shall be allowed the flexibility to utilize such groupings.

### 11.4 Best Interests

The Board shall promote class size which is within the best interests of the students concerned.

### 11.5 Scheduling

The Board agrees that it shall not arbitrarily or capriciously schedule abnormally or unreasonably large classes within the District. Every attempt shall be made to adjust class sizes to assure that unit members share the teaching load.

### 11.6 Printout, Complaints and Monitoring

At the beginning of the third week of each semester, each teacher will receive a printout of class sizes in his/her department. The teacher may request a consultation with the principal to discuss alternatives to alleviate large class sizes.

If a unit member has a class size complaint which has not been resolved by the principal within twenty-five (25) school days of the start of a semester, the unit member may, appeal to the Assistant Superintendent, Human Resources. The Assistant Superintendent, Human Resources will review the complaint and within five (5) days of receipt of the complaint will either deny the complaint or make a recommendation to the Superintendent for resolution of the complaint.

The District will continue to monitor and require justification by the site administrator for exceedingly large classes, and will request the results of any teacher consultation(s) resulting from large class sizes.

#### 11.7 Additional Staffing

Beginning with the opening day of school, the District will authorize additional staffing to sites based upon verification of growth of enrollment by site. This additional staffing will reflect the current teacher/student ratio as established annually by the District. The site administration will post daily in the mailroom the total enrollment in the school and enrollment in each class and the total number of teachers included in the staffing ratio on each of the first 20 days of the school year. Whenever the school is authorized to hire additional teachers due to growth in enrollment, the site administration shall post such information in the mailroom.

#### 11.8 Student/Teacher Ratio

Teacher unit members who do not teach a full regular instructional day shall be proportionally counted in the student/teacher ratio for that site.

#### 11.9 Student Load

By the 2015-16 school year, the following student load maximums will be established:

The maximum student load for bargaining unit members teaching in the traditional and comprehensive junior high schools, exclusive of Physical Education, athletics, and performing arts, shall be 222 students.

The maximum student load for bargaining unit members teaching in the traditional and comprehensive senior high schools, exclusive of Physical Education, athletics, and performing arts, shall be 195 students.

##### Physical Education:

The maximum student load for bargaining unit members teaching Junior High Physical Education shall be 348 students.

The maximum student load for bargaining unit members teaching senior high Physical Education shall be 300 students.

##### Special Education Case Load Study Group:

By February 1, 2014, a joint committee of ASFA appointed and District members will be convened to consider case load numbers for Special Education programs. This committee will make recommendations to the District and Association Bargaining teams before the commencement of reopener negotiations for 2015-16.

##### Specialized Sites or Programs Study Group:

By February 1, 2014, a joint committee of ASFA appointed and District members will be convened to consider case load numbers for specialized sites or programs. This

committee will make no modifications to the District and its job, which shall remain in effect before the commencement of ongoing negotiations for 2015-16.

All maximums in this article shall be adjusted on a pro-rata basis for bargaining unit members who teach an additional period per Article 11.8, part-time, or a split-subject assignment.

Maximums in this article may be exceeded by mutual agreement of the District and the bargaining unit member.



## ARTICLE 12: EVALUATION PROCEDURES

The District and the Association agree that an effective evaluation system recognizes the complexities of teaching and student learning, while focusing on continuous improvement of the evaluatee's teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection.

### Procedures

#### 12.1 Evaluator

The principal or designated administrative representative shall conduct the evaluation. However, the unit member shall have the right to request an alternate evaluator. Such request shall be made in writing to the principal or immediate supervisor. Should the request be denied, the rationale shall also be submitted in writing to the unit member. All evaluators must have appropriate training and regular calibration in all evaluation procedures and instruments.

#### 12.2 Tiered Evaluation

The District and the Association recognize that the evaluation process varies among the different members of the bargaining unit. Therefore, a three-tiered system shall be implemented to better utilize the time and efforts of the evaluator and the unit member. Accordingly, the evaluation process shall be comprised of the three following tiers:

**Tier One** – The Tier One Teacher is a unit member who has completed less than ten (10) years certificated service serving in a position established by Article 2.1.1 in the District, or less than eight (8) years in permanent status in the District, and has had satisfactory evaluations. The frequency of evaluation shall be as follows: (1) Non-permanent unit members shall be evaluated every year; and (2) Permanent unit members shall be evaluated every other year until they achieve Tier Two Teacher status as defined below.

**Tier Two** – The Tier Two Teacher has received satisfactory evaluations for the past two evaluation periods, is a permanent teacher and has completed 10 (ten) years or more certificated service serving in a position established by Article 2.1.1 in the District, is NCLB compliant (if applicable), and holds an appropriate credential. The Tier Two evaluation is an introspective instrument that requires evaluatees to reflect on their successes and share their expertise with other unit members. Completion of Tier 2 Agreement form (Appendix D) shall be evidence of a bargaining unit member's eligibility for Tier Two.

**Improving Teacher** – The Improving Teacher has received an unsatisfactory evaluation in the previous year based on the Tier One or Tier Two evaluation process, has been referred to Peer Assistance Review (PAR), and has developed a remediation plan with the evaluator and the PAR consulting teacher. has a remediation plan in effect, and has been

referred to PAR. An Improving Teacher shall have a minimum of three observations during the evaluation/remediation period conducted by their evaluator.

### 12.3 Goals and Objectives (California Standards of the Teaching Profession – CSTP)

The following (CSTP) Goals and Objectives shall be the basis of all evaluations regardless of the tier or level used in each individual evaluation.

#### 12.3.1 Engaging and Supporting Students in Learning

Teachers learn about their students' interests in order to better engage them in the learning process. They connect subject matter to students' prior knowledge, backgrounds, and life experiences, as well as meaningful, real-life situations. Teachers will use a variety of instructional strategies, resources and technologies to meet the diverse learning needs of students. In addition, teachers will promote critical-thinking skills through the use of inquiry, problem-solving, reflection, and utilize frequent formative assessments to guide their instruction.

#### 12.3.2 Creating and Maintaining Effective Environments for Student Learning.

Teachers promote social development and responsibility within a caring community where students are treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to foster a climate in which students can learn. They use instructional time to optimize learning.

#### 12.3.3 Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to assist students in the understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to students. They address the needs of English learners and students with special needs to provide equitable access to the content.

#### 12.3.4 Planning Instruction and Designing Learning Experiences for Students

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the

diverse learning needs of students. They modify and adapt instructional plans to meet the assessed learning needs of students.

#### 12.3.5 Assessing Students for Learning

Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve students in self-assessment, goal setting, and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

#### 12.3.6 Developing as a Professional Educator

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

The District and the Association agree that the evaluator may not observe all (or even a majority of) the descriptors of the six goals and objectives listed above in an observation session.

### 12.4 Frequency of Evaluation

All non-permanent Tier One unit members shall be evaluated every year. Permanent unit members shall be evaluated every other year until reaching Tier Two status. As provided herein, Tier Two Teachers shall be evaluated every five years if they meet the requirements of state and federal laws.

Should the evaluator determine that, because of observed and documented deficiencies in meeting the District's Goals and Objectives outlined herein, a Tier One or Two Teacher requires a more formal evaluation; the evaluator shall notify the teacher at least two weeks before the end of the school year. Or, if the teacher is being evaluated, the evaluator shall give an unsatisfactory evaluation which will bring about an Improving Teacher evaluation in the subsequent year. Such deficiencies shall only be related to the Goals and Objectives found in this article.

In the event an evaluator believes the above administrative decision is unsubstantiated, the unit member shall attempt to resolve the matter directly with the evaluator and/or

principal. If a resolution is unable to be reached, the evaluatee may appeal the final evaluation, by providing specific information and data to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and no part of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

#### 12.5 Preliminary Evaluation Conference

The evaluator shall conduct a Preliminary Evaluation Conference with each evaluatee prior to the commencement of the formal evaluation. The purpose of the Preliminary Evaluation Conference is to allow both the evaluator and unit member to review the evaluation process, including the Goals and Objectives, and discuss examples of expected performance. The goal of this process is to reach an understanding regarding the expectations for the observation. Evaluation Worksheet for both the Formal Observation and the Project-Reflective Essay options (Appendix E) will be given to Evaluatees at the time of the Preliminary Evaluation Conference.

#### 12.6 Scheduling of the Observation and Pre-Observation Conference

The evaluator and the evaluatee will schedule the pre-observation conference and the [first] observation date and time at least 10 days prior to the observation. By mutual agreement, the scheduling may be done less than 10 days prior to the observation.

Additional observations will be scheduled at least 5 days in advance or less by mutual agreement. A pre-observation conference is not required for additional observations during the school year.

#### 12.7 Pre-Observation Conference

A pre-observation conference shall be held between the evaluator and the evaluatee no less than five days (or less than five days by mutual agreement) before the first scheduled observation. The purpose of this meeting is to discuss and review the evaluation process for the initial scheduled observation period. The reflection/discussion questions (described infra) for the post-observation conference will be distributed to the evaluatee at this time. A discussion for clarification of the reflection questions may take place.

#### 12.8 Observations and Post-Observation Conference

The unit member to be evaluated shall be observed for one period per observation in accordance with the evaluation calendar. Within ten (10) school days of the observation, the Observation Form shall be completed and a follow-up conference with the evaluatee shall be conducted to discuss the report. All comments on the report must be factual and objective. The time limits may be extended by mutual agreement of the evaluator and evaluatee.

#### 12.9 Project and Reflective Essay

A Tier Two teacher may select to be evaluated using the Project and Reflective Essay option in lieu of using the formal observation process. The project shall be mutually

agreed upon by evaluatee and evaluator and shall be aligned with the (CSTP) Goals and Objectives. Examples of such projects may include, but are not limited to, one of the following: (1) leading or participating in a professional development activity; (2) mentor/collaborate with another teacher; (3) an educational research paper/book report on an educational topic; (4) a study or project using data from the evaluatee's class(es); (5) a project within a staff leadership position that has relevance to the educational goals of the school; or (6) a case study focusing on the evaluatee's students.

The evaluatee will also submit a reflective, self-assessment essay that includes an explanation of how the project could be applied in the classroom. This essay should also contain a reflection on strengths and areas of growth as related to the teacher's own practice and shall be aligned to the (CSTP) Goals and Objectives.

#### 12.10 Evaluation Forms

All evaluation/observation forms are appended to this agreement. The administration at individual school sites shall not create any additional forms or handouts or require other supplementary materials to be completed by the evaluatee. The evaluatee has the right to attach a rebuttal reflecting their objection(s) to any aspect of any observation report or final evaluation. Such rebuttals shall be submitted within five (5) working days after the evaluatee has received the observation report or final evaluation. Each rebuttal becomes part of the form to which it is attached.

#### 12.11 Evaluation Calendar

##### 12.11.1 Formal Observation Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and evaluatee and cannot to be altered or extended with the exception of what is noted in sections 12.6, 12.7 and 12.8.

Prior to the End of the 17th workday according to the Student/Teacher Calendar a Preliminary Evaluation Conference(s) shall be held wherein the evaluation system, processes, and forms (including the reflective questions and the Evaluation Worksheets) shall be explained to the unit members scheduled to be evaluated.

Observation is Scheduled (at least ten days prior to the selected date or less by mutual agreement). Observation shall not be rescheduled except in cases of unplanned, unforeseen, or unscheduled events or circumstances. In the event of a cancellation, the observation shall be rescheduled following the procedures above.

At Least Ten Work Days (or less by mutual agreement) Before the Classroom Observation -- The Pre-Observation Conference and observation date and time will be scheduled by mutual agreement of the evaluator and evaluatee. The reflective questions referenced in 12.7 and contained in Appendix E-6 will be presented at this time.

Post-Observation Conferences shall occur within ten days of the observation to discuss the completed Observation Form.

Prior to December 1 – At least one formal observation shall be completed for all probationary unit members.

Prior to the End of the Third Quarter – At least one formal observation shall be completed for all permanent unit members. At least two formal observations shall be completed for all probationary unit members.

Beginning the Fourth Quarter and not later than 30 calendar days prior to the end of the school year – A Final Evaluation shall be completed and provided to the evaluatee.

12.11.2 Project and Reflective Essay Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and the evaluatee.

Prior to the End of the 17th workday according to the Student/Teacher Calendar a Preliminary Evaluation Conference(s) shall be held wherein the evaluation system processes, and forms (including the reflective questions and the Evaluation Worksheets) shall be explained to the unit members scheduled to be evaluated.

Pre-project Development Conference shall be held individually– at this time the evaluator and evaluatee will discuss the Project. The Tier Two Project Development Form and Tier Two Project and Reflective Essay Final Evaluation Worksheet shall be discussed and shared with the evaluatee (Appendix E-4, E-5).

Prior to the end of the First Quarter– the evaluatee and evaluator shall agree on a project. In the event that the evaluatee and evaluator cannot reach agreement on the project, the unit member shall attempt to resolve the matter directly with the evaluator. If a resolution is unable to be reached, the unit member may appeal to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and is not grievable under Article 7 of the collective bargaining agreement.

Prior to the End of the Third Quarter – The Project will be completed and the Reflective Essay will be submitted to the Evaluator.

Beginning the Fourth Quarter and not later than 30 calendar days prior to the end of the school year – A Final Evaluation shall be completed and provided to the evaluatee.

#### 12.12 Constraints

If in the opinion of the site administrator a serious complaint has been lodged against an individual teacher by an employee or non-employee, the teacher shall be notified within a reasonable period of time and, when practicable, before any students are questioned. Complaints not reported to the teacher shall not be utilized in any evaluation or subsequent disciplinary action.

No final evaluation shall be based on the results of any standardized test information.

Although unit members may be observed in multiple disciplines, no unit member shall be evaluated in more than one (1) discipline unless the evaluator and evaluatee agree otherwise.

All information and data used in the evaluation process shall be utilized with the complete knowledge and disclosure to the evaluatee. Student comments or interviews shall not be included in any evaluation.

The use of any electronic listening or recording device in any classroom without the prior consent of the unit member and principal of the school is strictly prohibited.

#### 12.13 Academic Freedom pertaining to Methodology and Curriculum

Professional discretion shall be guaranteed to unit members in order to create an academic atmosphere in the classroom. Provisions follow: (1) a unit member selects the instructional methodology she may use in teaching the standards (as long as she continues to receive satisfactory evaluations); (2) students and teachers are permitted to raise questions dealing with critical and controversial issues of the day pertaining to the curriculum, per Board Policy 7400; and (3) unit members maintain a classroom atmosphere conducive to the study, investigation, presentation and interpretation of facts. Unit members must reach curriculum standards as adopted by the State. For courses without adopted State standards, unit members will teach the District-approved course of study.

#### 12.14 Appeal Process

In the event a unit member believes the content of the final evaluation is unsubstantiated, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the unit member may appeal the final evaluation, providing specific information/data, to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and no part of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

14.1 Salary - Teachers

school calendar reducing the teacher work year from 185 days to 180 days. The

14.1.A. The salary schedule for teachers shall be as follows:

The salary schedule for teachers shall be as follows:

The salary schedule for teachers shall be as follows:

The salary schedule for teachers shall be as follows:

The salary schedule for teachers shall be as follows:

The salary schedule for teachers shall be as follows:

The salary schedule for teachers shall be as follows:

The salary schedule for teachers shall be as follows:



1. The salary schedule for the 2013-14 school year shall be the 2013-14 Teachers' Salary Schedule, which reflects no furlough days, and shall be increased by 2% to become the 2013-14 salary schedule and is hereby incorporated into this Agreement as Appendix C.	
2. In the event in any District or any other entity, an increase in salary greater than 2% for the 2013-14 school year, that same increase shall be applied to the Teachers' Salary Schedule for the same period of time.	
3. The salary schedule for the 2014-15 school year shall be the 2014-15 Teachers' Salary Schedule, which reflects no furlough days, and shall be increased by 2% to become the 2014-15 salary schedule and is hereby incorporated into this Agreement as Appendix C.	
4. In the event in any District or any other entity, an increase in salary greater than 2% for the 2014-15 school year, that same increase shall be applied to the Teachers' Salary Schedule for the same period of time.	
5. The salary schedule for the 2015-16 school year shall be the 2015-16 Teachers' Salary Schedule, which reflects no furlough days, and shall be increased by 2% to become the 2015-16 salary schedule and is hereby incorporated into this Agreement as Appendix C.	
6. In the event in any District or any other entity, an increase in salary greater than 2% for the 2015-16 school year, that same increase shall be applied to the Teachers' Salary Schedule for the same period of time.	
7. The salary schedule for the 2016-17 school year shall be the 2016-17 Teachers' Salary Schedule, which reflects no furlough days, and shall be increased by 2% to become the 2016-17 salary schedule and is hereby incorporated into this Agreement as Appendix C.	
8. In the event in any District or any other entity, an increase in salary greater than 2% for the 2016-17 school year, that same increase shall be applied to the Teachers' Salary Schedule for the same period of time.	

Effective August 22, 2013, the 2013-14 Teachers' Salary Schedule, which reflects no furlough days, shall be increased by 2% to become the 2013-14 salary schedule and is hereby incorporated into this Agreement as Appendix C.

In the event in any District or any other entity, an increase in salary greater than 2% for the 2013-14 school year, that same increase shall be applied to the Teachers' Salary Schedule for the same period of time.

The salary schedule for the 2014-15 school year shall be the 2014-15 Teachers' Salary Schedule, which reflects no furlough days, and shall be increased by 2% to become the 2014-15 salary schedule and is hereby incorporated into this Agreement as Appendix C.

Effective August 22, 2013, the 2013-14 Teachers' Salary Schedule, which reflects no furlough days, shall be increased by 2% to become the 2013-14 salary schedule and is hereby incorporated into this Agreement as Appendix C.

In the event in any District or any other entity, an increase in salary greater than 2% for the 2013-14 school year, that same increase shall be applied to the Teachers' Salary Schedule for the same period of time.

**14.2 Salary - Extra-Service Pay**

Extra-Service Pay is hereby incorporated as Appendix C of this Agreement.

Extra-Service Pay shall be expressed as a percent of Column II, Step 1 of the 2013-14 Teachers Salary Schedule (Appendix B-2) and the amount will increase as the Teachers Salary Schedule (Appendix B-1) increases.

14.2.1 Department Chairpersons, BTSA Support Providers, Peer Assistance and Review Consulting Teachers and Peer Assistance and Review Committee Members will be paid monthly with their contract pay. Duties assigned are within the scope of the school day.

14.2.2 An attempt shall be made to hire unit members for Extra-Service Pay positions before non-bargaining unit members.

14.2.3 Beginning with the 2014-15 school year, the following departments will be represented by a department chairperson:

Advanced or Individual Determination (AVID) Program

Career and Technical Education Program (CTE) (including Business, Home Economics and Careers Technology, Industrial Technology Education)

English (including Reading)

English Learner (EL) Program

Library Teacher

Math

Physical Education (including Health)

Science

Social Science

Visual and Performing Arts (VPA) (including Art/Theater, Choir, Music, Dance, Instrumental Music, Theatre/Drama)

World Languages

14.2.4 Effective with the 2002-2003 school year, the number of Special Education Department Chairpersons at each site shall be reduced by attrition to:

One (1) RSP Special Education Department Chairperson,

One (1) Mild to Moderate Special Education Department Chairperson, and

One (1) Moderate to Severe Special Education Department Chairperson.

Unit members who serve as Special Education Department Chairpersons during the 2001-2002 school year shall continue in their current extra service pay position until the unit member voluntarily resigns or is removed from the position in compliance with Article 17.2.4 of this Agreement.

14.2.5 Special Education/Department Chair Study Group

By February 1, 2014, a joint committee of ASTA-appointed and District members will be convened to consider department chair structure for Special Education programs and sites. This committee will make recommendations to the District and Association bargaining teams before the commencement of reopener negotiations for 2015-16.

Special Education departments will continue per 14.2.4 for the 2013-14 and 2014-15 school years.

14.3 Salary Schedule Placement, Advancement and Structure

14.3.1 Salary Schedule

Certificated Unit Members

Unit members ~~who hold or qualify for the Special Secondary, Junior High, General Secondary, Standard Secondary, or Ryan credentials~~ will be placed on and advanced on the salary schedule as follows:

1 Col. I Bachelor's Degree

2 Col. II Bachelor's Degree plus 30 semester hours

3 Col. III Bachelor's Degree plus 45 semester hours or Master's Degree

4 Col. IV Bachelor's Degree plus 60 semester hours including Master's Degree or Doctorate

14.3.2 Initial Salary Placement

Whenever a candidate is recommended for election, tentative placement on the salary schedule is made by the Director, Human Resources, based on the evidence of experience and training submitted in the application materials.

Final placement on the salary schedule is made when completed official college transcripts (due November 1) and written evidence of experience have been received.

If a unit member fails to furnish such written evidence, the member's contract will be rewritten to reflect correct column and step placement and appropriate amounts sufficient to correct the salary error will be deducted from future salary warrant(s).

~~Effective July 1, 2007, a~~ maximum of six (6) years of credit for approved teaching service outside the District shall be allowed at the rate of one (1) step for one (1) year of comparable service, but in no case shall placement be made above Step 7 as follow: A unit member shall be credited with a

- A year of credentialed public school teaching experience whenever he/she was in a paid status for at least seventy-five (75%) percent (75%) of the work days designated for the affected position.
- A year of Credit for credentialed teaching experience in a WASC accredited private school for at least seventy-five percent (75%) of the work days designated for the affected position will be allowed.
- 250 days of substitute teaching experience in the Anaheim Union High School District to a maximum credit of six (6) years, provided that a teacher can produce documentation of the number of days taught.
- A year of teaching experience as a long-term substitute in the District for at least seventy-five percent (75%) of the work days in the same teaching assignment.

All previous experience shall be verified by official statements from previous employers.

14.3.3 All degrees and credits earned must be from accredited colleges or universities. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post-Secondary Accreditation (COPA) or Association of American Education.

14.3.4 For initial placement, all semester hours must be upper division or graduate level and earned after the Bachelor's degree.

~~14.3.5 Any unit member with fifteen (15) complete years of continuous service in the District shall be placed on Step 16 of the salary schedule.~~

~~14.3.6 Any unit member with twenty (20) complete years of continuous service in the District shall be placed on Step 24 of the salary schedule.~~

### 14.3.5 Vertical Movement

14.3.5.1 All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step. Regular full-time unit members who, in any one school year, are in paid status for a least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

14.3.5.2 Any unit member with fifteen (15) complete years of credentialed teaching service in the District shall be placed on Step 16 of the salary schedule.

14.3.5.3 Any unit member with twenty (20) complete years of credentialed teaching service in the District shall be placed on Step 21 of the salary schedule.

14.3.5.4 Any unit member with twenty-five (25) complete years of credentialed teaching service in the District shall be placed on Step 26 of the salary schedule.

### 14.3.6 Horizontal Movement

A unit member shall be placed on the appropriate column after written proof of semester units completed or degree earned has been submitted to the Human Resources Office and approved by the Board of Trustees.

Course credit for salary placement and movement shall be given only for lower division, upper division, or graduate course work taken at four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission.

14.3.6.1 After employment and placement on the salary schedule under adopted policy, the following guidelines will be used in crediting courses for salary schedule column advancement:

14.3.1.1 Lower division, upper division, or graduate courses that meet any of the five (5) criteria listed below may be credited with prior approval of the principal and the Director, Human Resources. In order to be eligible to use lower division course credit for salary schedule advancement, a "Request for Lower Division Credit" must be submitted through the Director, Human Resources, at least three (3) weeks prior to the start of class. The Director, Human Resources, will respond to the applicant within two (2) weeks.

14.3.2 Criteria for courses accepted for salary schedule advancement:

14.3.2.1 A subject directly related to the current or proposed teaching assignment.

14.3.2.2 A subject directly related to a unit member's teaching major or teaching minor.

14.3.2.3 A subject directly related to an advanced degree in professional education or in a subject area.

14.3.2.4 A subject required by a California credential, evaluation, or renewal.

14.3.2.5 Courses required for obtaining an additional teaching assignment major or minor.

14.3.3 Evidence of successful completion of course work or degrees prior to the start of the school year, submitted to Human Resources by November 1, shall be retroactive to September. Evidence of successful completion of course work or degrees prior to February 1, submitted to Human Resources by March 1, shall be retroactive to February 1.

14.3.4 The burden of proof of training experience, possession of credentials, and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification which is due to action or inaction on the part of a unit member shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.

#### 14.3.7 Other Salary Schedule Credit

Full salary schedule credit shall be granted for Peace Corps teaching and VISTA teaching.

~~Credit for one (1) year's service for teacher salary schedule placement purposes shall be granted substitute teachers for each 250 days of substitute teaching experience in the Anaheim Union High School District to a maximum credit of six (6) years, provided that a teacher can produce documentation of the number of days taught.~~

~~Beginning July 1, 2007, full salary schedule credit up to six (6) years shall be granted to all unit members newly employed in the District for regular teaching experience gained prior to employment in the Anaheim Union High School District.~~

The Superintendent or his/her designee may recommend salary schedule credit for experience gained which is related to teaching.

#### 14.3.8 Doctoral and/or National Board Certification

An additional annual stipend of \$2000 will be paid for an earned doctoral degree from an accredited university.

For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post-Secondary Accreditation (COPA), or Association of American Education.

Bargaining unit members who attain National Board certification in the field(s) of their assignment will be paid an additional annual stipend of \$2000.

#### 14.4 Travel Expenses

Any unit member traveling to an authorized convention, meeting, conference, or visitation outside the District boundaries, but within 100 miles of the District Office, shall use a District vehicle when available. ~~When no District vehicle is available, the unit member shall be reimbursed at a rate equal to previous years IRS allowable rate per mile, and if two (2) or more unit members ride in the same car, the reimbursement rate of two cents more than the allowable IRS allowable rate will be paid on a daily round trip basis. When the conference, convention, or meeting is over 100 miles and the unit member elects to drive his personal car in lieu of using commercial transportation, the unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.~~

Unit members required to drive their personal automobiles in the course of their work shall be reimbursed for such use at the standard IRS business mileage rate in effect. Use of personal automobiles must have prior approval of supervisor and comply with Board policies.

#### 14.5 Daily Rate of Pay

Daily rate of pay shall be determined by dividing the unit member's annual salary by the number of days of required service as indicated in the school calendar.

14.6 Hourly Rate of Pay

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

14.7 Golden Handshake

The District shall make available the provisions commonly referred to as the "Golden Handshake" to all eligible employees provided the State authorizes it and the District will save money.

14.8 Extra Teaching Periods

Upon mutual agreement of the District, the unit member and the Association, a unit member may agree to teach an additional class in lieu of their assigned conference period. The unit member shall be compensated at a rate equal to 1/6<sup>th</sup> (16.7%) of his/her daily rate of pay. It is understood that such periods are in the Key to Learning and the school's master schedule. It is also understood that the extra teaching periods are during the regular school day during the regular school year.

If a school has changed the six-period or seven-period day above to a different configuration through a contract waiver, the extra compensation shall be applied only if the unit member teaches an additional class during his/her conference period.

Teachers who agree to teach the additional teaching period must be available for meetings or conferences per Article 10.3 - Adjunct Duties.



ARTICLE 15: HEALTH AND WELFARE

15.1 Contributions by the District

The District shall contribute the blended super composite rate towards the cost of medical insurance, and shall provide dental, life, vision care, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:

15.1.1 Medical Insurance

PPO: Self-insured major medical with \$275 deductible per person, maximum of \$825 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including a prescription card service, in the amount not to exceed the super composite rate established for ~~2014~~ 2014 of \$ ~~11,143~~ 11,143 per month or \$ ~~133,705~~ 133,705 per year per enrolled unit member, or

HMO: HMO insurance for unit members and eligible dependents utilizing Blue Cross, in the amount not to exceed the super composite rate established for ~~2014~~ 2014 of \$ ~~1,106~~ 1,106 per month or \$ ~~13,272~~ 13,272 per year per enrolled unit member.

The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above.

~~Beginning with the 2014 calendar year, the District's contribution to the blended super composite rate shall not exceed \$13,403.~~

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.

~~Beginning with the 2015 calendar year, the District's contribution to the blended super composite rate shall not exceed the 2014 rate of \$13,808.~~

15.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for unit member and life insurance protection for unit member's spouse and eligible children.

15.1.3 Dental Insurance

Delta Dental PPO dental insurance services for unit members and eligible dependents, or Delta Care PMI dental insurance.

15.1.4 Vision Care Insurance

Vision care with special contact lens provision for unit members and eligible dependents.

15.1.5 Ancillary benefit plan design of the Dental Program shall be determined by the District Insurance Committee.

15.1.6 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 or minimum district contribution, the District or ASUA may request to re-open negotiations on health and welfare for 2014 or 2015.

15.2 Insurance Committee

The parties agree that the overriding purpose of the Insurance Committee (“Committee”) is to fulfill the commitment contained herein and in previous memoranda of understanding regarding cost containment of health and welfare premiums. The District and the Association agree to a renewed focus on health and welfare cost containment through participation on the Committee. Accordingly the parties agree as follows:

15.2.1 The District will provide regular members of the Insurance Committee release time and class coverage to attend insurance committee meetings.

15.2.2 The parties will work aggressively through the Committee to generate specific changes in health and welfare coverage, if needed, that maximize the district’s contributions for medical, dental, vision, and life insurance. On-going cost evaluations will be generated and provided to the Committee as requested. Each year, the super composite rate for the following year will be available to the Committee on or before September 1. Upon review of these rates, the Committee will make suggestions for cost containment.

15.2.3 The Committee’s final recommendations for implementation of the above-referenced cost containment provisions and actual super composite rate shall be submitted to the Association no later than September 30. The Association 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 District is authorized to initiate payroll deductions beginning with the January 31 paycheck for the difference between the blended super composite rate noted in 15.1 and the current year’s blended super composite rate provided by the contract administrator.

15.3 Right to Contact

The Association 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.

#### 15.4 Self-Insurance Plan

The District shall maintain a self-insurance plan, using an outside contract administrator.

#### 15.5 Retirees

The Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the major medical and dental portion of the fringe benefit compensation package to all unit members who were regular contract certificated personnel in the employment of the District prior to September 6, 1979 and who retire(d) on or after September 6, 1979 from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through social security or teacher retirement plans.

Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payment, in advance to the Business Office, the difference between the current year costs and the 1979-80 costs.

All unit members ages 60-65 who are regular contract certificated personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through social security or teacher retirement plans shall be provided with the major medical and dental portion of the District's fringe benefit compensation package for the retiree only. Unit members 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 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 yearly premium will be established each year by the Business Office.

Members retiring after 1969 shall receive benefits no greater than those accorded current, active bargaining unit members. To remain eligible for the District paid 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.

#### 15.6 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 mutually agreed upon by the Association and the District. Participation by bargaining unit members in the Plan shall be voluntary.

## ARTICLE 17: DISCIPLINE

### 17.1 Files

#### 17.1.1 District Personnel File

A unit member shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment. A representative of the unit member may, at the unit member's request, accompany the unit member in the review or, with the unit member's written consent, may conduct the review. Each unit member's personnel file shall contain only materials and documents as provided by law including the following:

17.1.1.1 Pre-employment information

17.1.1.2 Copies of annual contracts and supplemental contracts

17.1.1.3 Transcripts

17.1.1.4 Certification material

17.1.1.5 Letters of commendation

17.1.1.6 Copies of official personnel action

17.1.1.7 Written evaluations

17.1.1.8 Other materials, as agreed between the unit member and the Director, Human Resources.

17.1.2 Materials placed in the unit member's district personnel file shall be photocopied within forty-eight (48) hours of placement and submitted to the unit member who shall sign a receipt signifying that s/he has received the material. Such receipt does not indicate agreement. The unit member may make a written response to the material which shall also be placed in his/her district personnel file, and attached to the material being responded to. Materials which relate to an incident involving a unit member must be submitted for placement in his/her district personnel file within a reasonable period of time following the date of the complaint. Any material shall be removed from the district personnel file if a unit member's claim that it is inaccurate is sustained through the grievance procedure.

### 17.1.3 Local Site Folders

- 17.1.3.1 In addition to copies of materials found in 17.1.1, the local site folder may contain only the following:
  - 17.1.3.1.1 Emergency Information Card
  - 17.1.3.1.2 Principal/Supervisor copies of official personnel actions
  - 17.1.3.1.3 Principal/supervisor documentation of actions which may lead to official personnel actions
  - 17.1.3.1.4 Personal Data Sheet
  - 17.1.3.1.5 Copies of forms which are prohibited by this Agreement from placement in the district personnel file
  - 17.1.3.1.6 Items in the local site folders shall be destroyed whenever a unit member transfers to another site or terminates employment with the District with the exception of items that could lead to disciplinary actions and items mutually agreed upon by the unit member and principal.
- 17.1.3.2 Materials placed in the local site folder as described in 17.1.3.1 with the exception of item 3 are generally materials known to the unit member. Written "documentation of actions which may lead to official personnel action" will be made known to the unit member prior to use in any official personnel action. Twelve months after the receipt of a verbal warning document, the unit member may request the site administrator remove any record of said verbal warning from the local site file. If the request is denied, the unit member may appeal the decision to the Asst. Supt. of Human Resources.

### 17.2 Discipline

- 17.2.1 Process - Normally, the district shall utilize a "progressive discipline" procedure which utilizes the following steps:
  - 17.2.1.1 Verbal warning(s)
  - 17.2.1.2 Written warning
  - 17.2.1.3 Written Reprimand
  - 17.2.1.4 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to not require stringent adherence to the steps outlined. It is further agreed, however, that no

unit member shall be reprimanded, reduced in compensation, or suspended with or without pay as set forth herein without just cause.

In order to progress from one step to the next there must have been reoccurrence of like or related action that brought about the previous step or steps.

17.2.2 Notice of Progressive Discipline - In the administration of the overall discipline program of the district, it will be clearly noted on any written notice stating if the discipline represents a:

17.2.2.1 Written warning, or

17.2.2.2 Written Reprimand

17.2.3 Right to Representation - A unit member shall be entitled to have a representative present when s/he is subject to any disciplinary action. After a request for such representation is made, any conference will be held within a period of time not to exceed five (5) working days in order that a representative of the unit member's choice, when possible, may have an opportunity to be present.

17.2.4 Extra-Service Pay Assignments

17.2.4.1 Removal of Unit Member For Extra-Service Pay

The District may remove unit members from extra-service pay positions (Appendix C) subject to due process. For purposes of this section, due process means:

17.2.4.1.1 Verbal warning

17.2.4.1.2 Written warning

17.2.4.1.3 Written reprimand

17.2.4.1.4 Removal

The District may also remove a unit member from extra-pay and leadership positions (Appendix C) subject to due process. In non-unioned, the unit member will be given written notice of the deficiencies prior to removal. If no improvement is made within a reasonable amount of time, the unit member will be given notice by May 15 or at the conclusion of the season of sport effective for the following school year or seasons. It is understood that any written material or documents related to the removal of a unit member from an extra-service pay position shall not be placed in the unit member's district personnel file but may be placed in the local site folder.



ARTICLE 22: DURATION

This Agreement shall remain in full force and effect through the first teacher work day of the ~~2015-16~~ 2016-17 school year, and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

For school year 2014-15, Article 14, Wages and Items Related to Wages, Article 15, Health and Welfare Benefits, and Article 11-Class Size (solely as it relates to Special Education and Specialized Sites or Programs), shall be open for negotiations.

For school year 2015-16, Article 14, Wages and Items Related to Wages, Article 15, Health and Welfare Benefits, and Article 11-Class Size (solely as it relates to Special Education and Specialized Sites or Programs), shall be open for negotiations.

In addition to the articles referenced above, the Association and the District shall each have the option of opening one (1) other article of their choosing in 2014-15 and one (1) other article of their choosing in 2015-16. These articles shall be the only subjects of negotiations unless additional articles are opened by mutual consent.

It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2013-14, 2014-15, and 2015-16, notwithstanding the results of the limited reopener of negotiations as outlined above.

DATE: ~~December 11, 2015~~ December 11, 2017

ANAHEIM UNION HIGH SCHOOL  
DISTRICT








ANAHEIM SECONDARY TEACHERS  
ASSOCIATION

By: \_\_\_\_\_  
Elizabeth I. Novack, Ph.D.  
Superintendent

By: \_\_\_\_\_  
Joanne Fawley  
President



<del>July 2019</del>					<del>August 2019</del>					<del>September 2019</del>														
2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10
27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
<del>August 2019</del>					<del>September 2019</del>					<del>October 2019</del>														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4
21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14
<del>September 2019</del>					<del>October 2019</del>					<del>November 2019</del>														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4
20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13
<del>October 2019</del>					<del>November 2019</del>					<del>December 2019</del>														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3
20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13

-  Sunday
-  Monday
-  Tuesday
-  Wednesday
-  Thursday
-  Friday
-  Saturday

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**Anaheim Union High School District  
2013-2014  
Student/Teacher Calendar**

<b>July 2013</b>					<b>November 2013</b>					<b>March 2014</b>				
1	2	3	4*	5					1	3	4	5	6	7
8	9	10	11	12	4	5	6	7	8	10	11	12	13	14
15	16	17	18	19	11*	12	13	14	15	17	18	19	20	21
22	23	24	25	26	18	19	20	21	22	24	25	26	27	28<
29	30	31			25	26	27	28*	29*	31				
<b>August 2013</b>					<b>December 2013</b>					<b>April 2014</b>				
			1	2	2	3	4	5	6		1	2	3	4*
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
19	20	21	22+	23+	23	24*	25*	26	27	21	22	23	24	25
26	27	28	29	30	30	31*				28	29	30		
<b>September 2013</b>					<b>January 2014</b>					<b>May 2014</b>				
2*	3	4	5	6			1*	2	3				1	2
9	10	11	12	13	6	7	8	9	10	5	6	7	8	9
16	17	18	19	20	13	14	15	16	17	12	13	14	15	16
23	24	25	26	27	20*	21	22	23<	24+	19	20	21	22	23
30					27	28	29	30	31	26*	27	28	29	30
<b>October 2013</b>					<b>February 2014</b>					<b>June 2014</b>				
	1	2	3	4	3	4	5	6	7	2	3	4	5	6
7+	8	9	10	11	10*	11	12	13	14	9	10	11<	12+	13
14	15	16	17	18	17*	18	19	20	21	16	17	18	19	20
21	22	23	24	25<	24	25	26	27	28	23	24	25	26	27
28	29	30	31							30				



School Begins



Non-Student/Non-Teacher Day  
Holidays

+ Teacher Day; No Students

< End of the Quarter or Semester  
And Minimum Day for Students

— Underlined Days (June 12-18) are subject to change  
to regular school days if it becomes necessary to  
bring the total school days up to State minimum.

Quarter	Days	Dates			
1	43	Aug	26	--	Oct 25
2	47	Oct	28	--	Jan 23
3	43	Jan	27	--	Mar 28
4	47	Apr	7	--	Jun 14

180 Student Days  
185 Teacher Days

Progress Reports Due at  
8:30 a.m. at the site on:  
September 27  
December 6  
February 28  
May 9

Grades Due at 8:00 a.m.  
at the site on:  
October 30  
January 29  
April 9  
June 12

Board Approved: Education Board Approval December 13, 2012

# Anaheim Union High School District 2014-2015 Student/Teacher Calendar

July 2014					November 2014					March 2015				
	1	2	3	4*	3	4	5	6	7	2	3	4	5	6
7	8	9	10	11	10	11*	12	13	14	9	10	11	12	13
14	15	16	17	18	17	18	19	20	21	16	17	18	19	20
21	22	23	24	25	24	25	26	27*	28*	23	24	25	26	27<
28	29	30	31							30	31			
August 2014					December 2014					April 2015				
				1	1	2	3	4	5			1	2	3*
4	5	6	7	8	8	9	10	11	12	6	7	8	9	10
11	12	13	14	15	15	16	17	18	19	13	14	15	16	17
18	19	20	21+	22+	22	23	24*	25*	26	20	21	22	23	24
25	26	27	28	29	29	30	31*			27	28	29	30	
September 2014					January 2015					May 2015				
1*	2	3	4	5				1*	2					1
8	9	10	11	12	5	6	7	8	9	4	5	6	7	8
15	16	17	18	19	12	13	14	15	16	11	12	13	14	15
22	23	24	25	26	19*	20	21	22<	23+	18	19	20	21	22
29	30				26	27	28	29	30	25*	26	27	28	29
October 2014					February 2015					June 2015				
		1	2	3	2	3	4	5	6	1	2	3	4	5
6	7	8	9	10	9*	10	11	12	13	8	9	10	11<	12+
13+	14	15	16	17	16*	17	18	19	20	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	19
20	21	22	23	24<	23	24	25	26	27	22	23	24	25	26
27	28	29	30	31						29	30			



School Begins



Non-Student/Non-Teacher Day  
Holidays

+ Teacher Day; No Students

< End of the Quarter or Semester  
And Minimum Day for Students

— Underlined Days (June 12-18) are subject to change  
to regular school days if it becomes necessary to  
bring the total school days up to State minimum.

Quarter	Days	Dates			
1	43	Aug 25	--	Oct 24	
2	46	Oct 27	--	Jan 22	
3	43	Jan 26	--	Mar 27	
4	48	Apr 06	--	Jun 11	

180 Student Days  
185 Teacher Days

Progress Reports Due at  
8:30 a.m. at the site on:  
September 26  
December 5  
February 27  
May 8

Grades Due at 8:00 a.m.  
at the site on:  
October 29  
January 28  
April 8  
June 12

Board Approved: October 10, 2013

# TEACHERS' SALARY SCHEDULE

Grade	Step	Minimum	Maximum	Step Amount
Elementary	1	28,000	30,000	2,000
	2	30,000	32,000	2,000
	3	32,000	34,000	2,000
	4	34,000	36,000	2,000
	5	36,000	38,000	2,000
	6	38,000	40,000	2,000
	7	40,000	42,000	2,000
	8	42,000	44,000	2,000
	9	44,000	46,000	2,000
	10	46,000	48,000	2,000
	11	48,000	50,000	2,000
	12	50,000	52,000	2,000
<p>Elementary teachers are eligible for a 1% cost-of-living adjustment (COLA) each year. The COLA is applied to the base salary for each year of service.</p>				
Middle/Junior High	1	30,000	32,000	2,000
	2	32,000	34,000	2,000
	3	34,000	36,000	2,000
Senior High	1	32,000	34,000	2,000
	2	34,000	36,000	2,000
	3	36,000	38,000	2,000

Grade	Step
Elementary	1-12
Middle/Junior High	1-3
Senior High	1-3

# TEACHERS' SALARY SCHEDULE

Grade	Step	Minimum	Maximum	Range
1	1			
1	2			
1	3			
1	4			
1	5			
1	6			
1	7			
1	8			
1	9			
1	10			
1	11			
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**ANAHEIM UNION HIGH SCHOOL DISTRICT  
2013/2014 TEACHERS' SALARY SCHEDULE**

		<b>BA + 30</b>	<b>BA + 45 or MA</b>	<b>BA + 60 &amp; MA or Doctorate</b>
<b>STEPS</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
01	\$48,618	\$52,441	\$56,900	\$61,996
02	\$51,561	\$55,380	\$59,839	\$64,933
03	\$54,496	\$58,325	\$62,777	\$67,879
04	\$57,440	\$61,257	\$65,718	\$70,819
05	\$60,381	\$64,203	\$68,660	\$73,758
06	\$63,323	\$67,142	\$71,603	\$76,698
07	\$66,265	\$70,082	\$74,544	\$79,642
08	\$69,206	\$73,025	\$77,481	\$82,586
09	\$72,152	\$75,966	\$80,425	\$85,529
10	\$75,088	\$78,911	\$83,372	\$88,470
11	\$78,034	\$81,861	\$86,313	\$91,408
<b>LONGEVITY (Steps 16-26 are longevity steps for years of credentialed teaching in AUHSD) See Article 14.3.5</b>				
16	\$82,431	\$86,258	\$90,710	\$95,805
21	\$84,632	\$88,459	\$92,911	\$98,006
26	\$88,249	\$92,076	\$96,528	\$101,623

Doctorate: \$2,000

National Board Certification \$2,000

Miscellaneous Rate of Pay: \$41.13 for all 12/14

See Article 14.3.5 for the last month of pay of 12/14

Initial Salary Placement: See Article 14.3.5

<b>Years Experience</b>	<b>Placement</b>
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees

Effective: July 1, 2013

ANAHEIM UNION HIGH SCHOOL DISTRICT  
EXTRA SERVICE PAY SCHEDULE

~~2012-2013~~ 2013-2014

SENIOR HIGH SCHOOL  
TEACHERS

1. **ACTIVITIES** - To be paid in two equal semester payments, unless activity specifies it is an amount for one semester only.

<b>POSITION</b>	<b>PAY</b>	<b>PERCENTAGE</b>
Jazz Band	<del>\$1211</del>	2.31
Accompanist	<del>\$1301</del>	2.48
Varsity Songleader or Cheerleader	<del>\$1961</del>	3.74
Academic Decathlon (1 per school)	<del>\$1961</del>	3.74
Kiwanis Bowl (1 per school)	<del>\$1961</del>	3.74
Mock Trial (1 per school)	<del>\$1961</del>	3.74
FBLA	<del>\$1961</del>	3.74
Journalism	<del>\$2229</del>	4.25
Photo Advisor	<del>\$2229</del>	4.25
Dance	<del>\$2229</del>	4.25
Yearbook	<del>\$2512</del>	4.79
Assistant Band Director	<del>\$2512</del>	4.79
Drama	<del>\$2648</del>	5.05
Speech	<del>\$2648</del>	5.05
Debate	<del>\$2648</del>	5.05
Vocal	<del>\$2937</del>	5.60
Speech Debate	<del>\$2937</del>	5.60
Varsity Song/Cheer (1 person)	<del>\$3923</del>	7.48
Band	<del>\$4300</del>	8.20
Drill Team	<del>\$4300</del>	8.20
Colorguard (1 person)	<del>\$4300</del>	8.20

2. ATHLETICS - To be paid at the end of the season in one payment.

<b>SPORT</b>	<b>POSITION</b>	<b>PAY</b>	<b>PERCENTAGE</b>
Football	Head Varsity	\$4300	8.20
	Assistant Varsity	\$2821	5.38
	Junior Varsity	\$2648	5.05
	Sophomore	\$2648	5.05
	Freshman	\$2648	5.05
	Assistant Fr/Soph	\$2386	4.55
Cross Country	Head Varsity Men & Women	\$2821	5.38
	Head Varsity	\$2648	5.05
Volleyball	Head Varsity & JV	\$2937	5.60
	Head Varsity	\$2648	5.05
	Assistant/Fr-Soph	\$2386	4.55
Tennis	Head Varsity & JV	\$2937	5.60
	Head Varsity	\$2648	5.05
	Assistant/Fr-Soph	\$2386	4.55
Water Polo	Head Varsity & JV	\$2937	5.60
	Head Varsity	\$2648	5.05
	Assistant/Fr-Soph	\$2386	4.55
Basketball	Head Varsity	\$3314	6.32
	Junior Varsity	\$2648	5.05
	Sophomore	\$2648	5.05
	Freshman	\$2648	5.05
Soccer	Head Varsity & JV	\$2937	5.60
	Head Varsity	\$2648	5.05
	Junior Varsity	\$2386	4.55
	Frosh/Soph	\$2386	4.55
Wrestling	Head Varsity Men & Women	\$3650	6.96
	Head Varsity Men	\$3314	6.32
	Head Varsity Women	\$3314	6.32
	Junior Varsity	\$2648	5.05
	Fr/Soph/Fr-Soph	\$2648	5.05
Softball	Head Varsity	\$3314	6.32
	Junior Varsity	\$2648	5.05
	Sophomore	\$2648	5.05
	Freshman	\$2648	5.05



ATHLETICS, continued

<b>SPORT</b>	<b>POSITION</b>	<b>PAY</b>	<b>PERCENTAGE</b>
Baseball	Head Varsity	\$3314	6.32
	Junior Varsity	\$2648	5.05
	Sophomore	\$2648	5.05
	Freshman	\$2648	5.05
Badminton	Head Varsity & JV	\$2821	5.38
	Head Varsity	\$2648	5.05
	Assistant/Fr-Soph/JV	\$2386	4.55
Golf	Head Varsity	\$2386	4.55
Swimming	Head Varsity & JV	\$2937	5.60
	Head Varsity Men & Women	\$2937	5.60
	Head Varsity	\$2648	5.05
	Assistant/Fr-Soph/JV	\$2386	4.55
Track	Head Varsity & JV	\$3650	6.96
	Head Varsity Men & Women	\$3650	6.96
	Head Varsity Men	\$3314	6.32
	Head Varsity Women	\$3314	6.32
	Assistant/Fr-Soph/JV	\$2386	4.55
	Trainers	Cert. Athletic Trainer-Fall	\$3314
Cert. Athletic Trainer-Winter		\$3314	6.32
Cert. Athletic Trainer-Spring		\$3314	6.32
Trainer - Fall		\$1495	2.85
Trainer - Winter		\$1495	2.85
Trainer - Spring		\$1495	2.85
Assistant Trainer - Fall		\$981	1.87
Assistant Trainer - Winter		\$981	1.87
Assistant Trainer - Spring		\$981	1.87

3. **CIF PLAYOFFS**

Pay per week as follows:

- 10% for team sports
- 10% for trainers in team sports
- 5% for band, drill, song and cheer
- 5% for individual sports coaches

Team Sports (10 or more participants - 2 coaches)

- Baseball
- Badminton
- Basketball
- Cross Country
- Football (allowed 4 coaches and 2 trainers)
- Golf
- Soccer
- Softball
- Swimming
- Tennis
- Volleyball
- Water Polo
- Wrestling

Individual Sports (Less than 10 participants - 1 coach)

- Badminton
- Cross Country
- Golf
- Swimming
- Tennis
- Track
- Wrestling

Extra Service Pay shall be paid at senior high school rates for 9<sup>th</sup> through 12<sup>th</sup> grade duties and at junior high school rates for 7<sup>th</sup> and 8<sup>th</sup> grade duties. If the activity/sport includes students from both the junior high and senior high level, Extra Service Pay shall be paid at the senior high school rate.

Unit members who egregiously fail to perform extra service pay assignment duties will not be paid extra service pay. Unit members who have abandoned the extra service pay assignment will be removed from the position.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
**LEADERSHIP POSITIONS**

~~2011-2012~~ 2013-2014

SENIOR HIGH SCHOOL  
 TEACHERS

To be paid monthly with contract pay. Duties assigned are within the scope of the school day.

<b>POSITION</b>	<b>PAY</b>	<b>PERCENTAGE*</b>
Department Chair: 1 - 5 classes	\$1652	3.15
Department Chair: 6 - 20 classes	\$2360	4.50
Department Chair: 21 - 50 classes	\$3015	5.75
Department Chair: 51 - 70 classes	\$3146	6.00
Department Chair: 71-100 classes	\$3409	6.50
Department Chair: 101 classes or over	\$3671	7.00
Activities Director	\$6010	11.46
Assistant Activities Director	\$2040	3.89
Athletic Director	\$6010	11.46
Assistant Athletic Director	\$5244	10.00

\*Percentage shall be equal to Column II, Step 1 of the ~~2011-2012~~ 2013-2014 Teachers Salary Schedule.

Beginning 2012-13, the AVID Coordinator will be recognized as a department chair.

The following positions are part of negotiations and are defined in Articles 12, 20 and 21 of the ASTA Agreement.

<b>POSITION</b>	<b>PAY</b>
PAR Joint Committee Member	\$4000
PAR Consulting Teacher	\$4000
BTSA Support Provider	\$4000

ANAHEIM UNION HIGH SCHOOL DISTRICT  
EXTRA SERVICE PAY SCHEDULE

~~2012-2013~~ 2013-2014

JUNIOR HIGH SCHOOL  
TEACHERS

1. ACTIVITIES - To be paid in two equal semester payments, unless activity specifies it is an amount for one semester only.

<b>POSITION</b>	<b>PAY</b>	<b>PERCENTAGE</b>
Journalism	\$ 986	1.88
Accompanist	\$ 986	1.88
Jazz Band	\$1211	2.31
Pentathlon	\$1301	2.48
Pep Club or Dance	\$1453	2.77
Vocal Music	\$1453	2.77
Drama	\$1453	2.77
Yearbook	\$1453	2.77
Band	\$2512	4.79

2. ATHLETICS/ACTIVITIES - To be paid at the end of the assignment.

<b>POSITION</b>	<b>PAY</b>	<b>PERCENTAGE</b>
Assistant Intramural Sports Coach	\$1453	2.77
Intramural Sports Coach	\$1961	3.74
After School Program Activities Facilitator	\$1961	3.74

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
LEADERSHIP POSITIONS**

2013-2014

**JUNIOR HIGH SCHOOL  
TEACHERS**

To be paid monthly with contract pay. Duties assigned are within the scope of the school day.

<u>POSITION</u>	<u>PAY</u>	<u>PERCENTAGE*</u>
Department Chair: 1 - 5 classes	\$1652	3.15
Department Chair: 6 - 20 classes	\$2360	4.50
Department Chair: 21 - 50 classes	\$3015	5.75
Department Chair: 51 - 70 classes	\$3146	6.00
Department Chair: 71-100 classes	\$3409	6.50
Department Chair: 101 classes or over	\$3671	7.00
Activities Director	\$2937	5.60
Intramural Sports Director	\$2937	5.60

\*Percentage shall be equal to Column II, Step 1 of the 2013-2014 Teachers Salary Schedule.

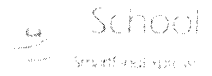
Beginning 2012-13, the AVID Coordinator will be recognized as a department chair.

The following positions are part of negotiations and are defined in Articles 12, 20 and 21 of the ASTA Agreement.

<u>POSITION</u>	<u>PAY</u>
PAR Joint Committee Member	\$4000
PAR Consulting Teacher	\$4000
BTSA Support Provider	\$4000



ANAHEIM UNION HIGH SCHOOL DISTRICT  
SMARTFIND EXPRESS SUBSTITUTE SYSTEM



*Classified & Certificated Employee Quick Reference*  
INTERNET ACCESS INSTRUCTIONS

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**System Phone Number:** (714) 999-3S16  
**Help Desk Phone Number:** (714) 999-3550  
**Write your Access ID here:** 64-0000-\_\_\_\_ or 64-000\_\_\_\_ (no leading zeros)  
**Write your PIN here:** \_\_\_\_\_  
**Web Browser URL:** <https://anaheimuhd.eschoolsolutions.com>

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**SIGN IN**

Open your browser and access the SmartFindExpress Sign In page. Enter your Access ID and PIN.

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**PIN REMINDER**

The "Trouble Signing In" link supports users who want to log into the system, but have forgotten their PIN. When this link is selected, the system displays the PIN Reminder Request page. The user's Access ID and the security code being displayed must be entered on this page. **Note:** You must be registered with the system and have a valid email address in your profile to use this option.

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**PROFILE**

**Information**

- Review profile status and address information.

**Update Email**

- Enter or change email address. An email address is necessary to utilize the PIN reminder function.

**Change Password**

- Enter your current PIN followed by a new PIN twice and click Save.

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**SELECT ROLE**

- For multi-role employees, click on the desired icon to access another profile. No need to log out of the system and back in again!

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**TO CREATE AN ABSENCE**

Choose the *Create an Absence* link

**Important Note:** *Items in Bold are required to complete an Absence.*

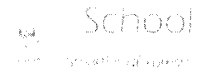
- **Select the Location**
- **Select the Classification**
  - Choose from the drop-down menu
- **Select the Reason for this absence from the drop-down menu.**

**NOTE:** *If you select a reason that requires administrator approval, the system displays a notification that the selected reason requires approval. You can continue with the job create with this reason or choose another reason. You can also provide an Approval Comment. SFE will proceed with arranging a substitute while awaiting administrator approval.*
- **Indicate if a substitute is required for this absence**
  - Choose Yes or No
- **Select Start and End Dates for your absence**
  - Enter the dates with forward slashes (MM/DD/YYYY) or use the calendar icon
- **Select Start and End Times for your absence. Default times are listed**
  - To change defaults, enter time in HH:MM am or pm format
  - Ensure that the correct time is entered. If the times for the substitute are different than the absence times, please enter the adjusted times
- Multiple Day (Recurring) Absence.
  - Your default work schedule is shown. Remove the checkmark(s) from the Work Days boxes that do not apply to this absence
  - Modify daily schedule and/or times for absence and substitute
- **FOR CERTIFICATED EMPLOYEES ONLY:** Request a particular substitute
  - Enter the substitute's access ID number or use the Search feature to find the substitute by name
    - Indicate if the requested substitute has accepted this job
      - Yes = substitute is prearranged and will not be called and offered the job
      - No = call will be placed and the substitute will be offered the job
    - Enter special instructions for the substitute to view
    - Add File Attachment(s) to the job record, if desired. Up to 3 files can be added. The attachments can be lesson plans, slides, images or other file types. Files cannot exceed the maximum per file size limit.
- **Select the Continue button**

**COMPLETE!** You **MUST** receive a **Job Number** for your absence to be recorded in the system and to receive a substitute.



ANAHEIM UNION HIGH SCHOOL DISTRICT  
SMARTFIND EXPRESS SUBSTITUTE SYSTEM



## Classified & Certificated Employee Quick Reference

### INTERNET ACCESS INSTRUCTIONS

#### TO REVIEW/ CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Choose the *Review Absences* link to review past, present and future absences or to cancel an absence.

Follow these steps

- Select the format for absence display: List or Calendar view.
- Search for Jobs: Enter specific date range (MM/DD/YYYY) or Calendar icon, or enter job number or leave blank to return all your absences
- Select the *Search* Button
- Select the *Job Number* link to view job details on future jobs

From the Job Details screen

- Special instructions can be updated on future jobs. Modify the special instructions and select the *Save* button
- To cancel your job, select the *Cancel Job* button
- If a substitute is assigned to your absence and you want the system to notify them of the job cancellation (by calling them), place a checkmark in the box prior to the question "Notify the Substitute of Cancellation?"
- Select *Return to List* button to return to the job listing

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#### SIGN OUT AND WEB BROWSER INFORMATION

At any time during the session, the *Sign Out* link can be selected to end the session and disconnect from SmartFindExpress. Selecting the browser's back button or going to another site on the Internet does not disconnect the session from SmartFindExpress.

To ensure security and privacy of information, use the *Sign Out* link to disconnect from SmartFindExpress, and close the web browser when you finish with your session.

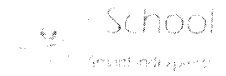
You can click the *Help* link to access Help Guides and How-to videos.

**Important Note:** Do NOT use the browser's BACK button to navigate to screens.

Navigation buttons are on the bottom of SmartFindExpress screens, such as the *Return to List* and *Continue* buttons.



**ANAHEIM UNION HIGH SCHOOL DISTRICT  
SMARTFIND EXPRESS SUBSTITUTE SYSTEM**



*Classified & Certificated Employee Quick Reference*  
**TELEPHONE ACCESS INSTRUCTIONS**

**System Phone Number:** (714) 999-3516  
**Help Desk Phone Number:** (714) 999-3550  
**Write your Access ID here:** 64-0000- \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ or 64-000 \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ (no leading zeros)  
**Write your PIN here:** \_\_\_\_\_  
**Web Browser URL:** <https://anaheimuhd.eschoolsolutions.com>

**THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:**

	<b>Today's Jobs</b>	<b>Future Jobs</b>
Weekdays	Starts at 5:00 am	6:00 - 10:00 pm
Saturday	None	None
Sunday	None	6:00 - 10:00 pm
Holidays	None	6:00 - 10:00 pm

**REASONS FOR ABSENCE (listed in order of voice prompt):**

- |                          |                       |                          |                       |
|--------------------------|-----------------------|--------------------------|-----------------------|
| 1. PERSONAL ILLNESS      | 15. VACANCY           | 20. ADMINISTRATIVE LEAVE | 3. NON-DUTY DAY       |
| 10. PERSONAL WITHOUT PAY | 16. FAMILY LEAVE      | 21. LTS-VACANCY          | 4. PERSONAL NECESSITY |
| 11. SUBPOENA             | 17. GROWTH            | 22. LTS-PERSONAL LEAVE   | 7. WORKER'S COMP      |
| 12. MILITARY LEAVE       | 18. TRAGEDY LEAVE     | 23. LTS-MILITARY LEAVE   | 8. BEREAVEMENT        |
| 13. SABBATICAL           | 19. CHILD/PRNT/SPOUSE | 24. UNION BUSINES        | 9. JURY DUTY          |
| 14. *VACATION            | 2. EXCUSED            | 25. FURLOUGH DAY         |                       |

Before any features are available, you must register with the system and create a PIN. The Access ID and PIN are used for all interactions with the system.

**REGISTRATION**

1. Enter your **Access ID** followed by the star (\*) key.
2. Enter your **Access ID** again when it asks for your PIN followed by the star (\*) key.
3. Record your name followed by the star (\*) key.
4. Hear your work schedule. If this information is incorrect, complete the registration and then contact your Help Desk to correct.
5. You will be asked to select a new PIN. Enter a PIN at least six (6) digits in length followed by the star (\*) key.

**TELEPHONE ACCESS INSTRUCTIONS**

1. Enter your **Access ID** followed by the star (\*) key
2. Enter your **PIN** followed by the star (\*) key

**MENU OPTIONS**

- 1 – Create an Absence
- 2 – Review, Cancel Absence or Modify Special Instructions
- 3 – Review Work Locations and Job Descriptions
- 4 – Change PIN, Re-record Name
- 9 – Exit and hang-up

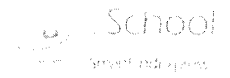
**TO CREATE AN ABSENCE**

1. Enter dates for the absence  
**PRESS 1** if the Absence is only for today  
**PRESS 2** if the Absence is only for tomorrow  
**PRESS 3** to Enter the dates and times for the absence
2. If you pressed 3 to Enter Dates and time  
Enter Start Date  
**PRESS 1** to Accept the date offered  
**PRESS 2** to Enter start date (MMDD)





**ANAHEIM UNION HIGH SCHOOL DISTRICT  
SMARTFIND EXPRESS SUBSTITUTE SYSTEM**



*Classified & Certificated Employee Quick Reference*  
**TELEPHONE ACCESS INSTRUCTIONS**

3. Enter the reason from above followed by the star (\*) key or wait for a list of reasons

FOR <b>CERTIFICATED</b> EMPLOYEES:	FOR <b>CLASSIFIED</b> EMPLOYEES:
4. Record Special Instructions <b>PRESS 1</b> to Record special instructions. Press the star (*) key when done <b>PRESS 2</b> to Bypass this step	4. Complete Absence <b>PRESS 1</b> to Receive the job number <b>Record the Job Number. The Job Number is your confirmation.</b>
5. Is a Substitute Required? <b>PRESS 1</b> if a substitute is required <b>PRESS 2</b> if a substitute is not required	
6. If you <b>pressed 1</b> , a substitute is required	
7. If you <b>pressed 1</b> , a substitute is required <b>PRESS 1</b> to Request a particular substitute Enter the substitute access ID, followed by the star (*) key <b>PRESS 1</b> to Accept requested substitute <b>PRESS 1</b> if the Substitute should be called <b>PRESS 2</b> if the Substitute has already agreed to work and does not need to be called <b>PRESS 2</b> to Bypass requesting a substitute	
8. Complete Absence <b>PRESS 1</b> to Receive the job number <b>Record the Job Number. The Job Number is your confirmation.</b>	

---

**TO REVIEW/CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS**

Hear the job information  
**PRESS 1** to Hear absence information again  
**PRESS 2** to Modify special instructions  
**PRESS 3** to Cancel the absence

If you **pressed 3** to Cancel the job

**PRESS 1** to Confirm the cancellation request  
If a substitute is assigned to the absence  
**PRESS 1** for the System to call the assigned substitute  
**PRESS 2** to Not have the system call the substitute

Once you confirm a request to cancel the job, you **MUST** wait for the system to say "*Job Number has been cancelled.*"

---

**TO CHANGE PIN or RE-RECORD NAME**

**PRESS 1** to Change your PIN  
**PRESS 2** to Change the recording of your name

---

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
TEACHER EVALUATION PROCEDURES**

**TIER TWO TEACHER EVALUATION FORM**  
(Project and Reflective Essay Final Evaluation -----)

Evaluatee: \_\_\_\_\_ School or Work Location: \_\_\_\_\_

Assignment: \_\_\_\_\_ Evaluator: \_\_\_\_\_

A Tier Two Teacher has received satisfactory evaluations for the past two evaluation periods, is a permanent teacher and has completed 10 (ten) years or more certificated service serving in a position established by Article 2.1.1 in the District, is NCLB compliant (if applicable), and holds an appropriate credential.

**GOALS AND OBJECTIVES** – The evaluator and teacher agree that the evaluation shall be based on the following CSTP goals and objectives.

1. Engaging and Supporting Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for All Students
5. Assessing Students for Learning
6. Developing as a Professional Educator

**SUMMARY INFORMATION:**

**THIS FORMAL EVALUATION IS:**

- SATISFACTORY  
 UNSATISFACTORY

If unsatisfactory, the evaluatee will retain Tier Two status and will be formally observed using the Tier One process the following year.

Rebuttal Attached  Yes  No

Rebuttal must be submitted to evaluator within 5 days of receipt of final evaluation.

\_\_\_\_\_  
Evaluatee's Signature                      Date                      Evaluator's Signature                      Date

Evaluatee's signature indicates acknowledgment of receipt of formal evaluation and does not necessarily indicate agreement.

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference:

\_\_\_\_\_  
Evaluatee's Signature                      Date                      Evaluator's Signature                      Date

Please be advised that this document and its attachments will be placed in your personnel file.

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
TEACHER EVALUATION PROCEDURES**

\_\_\_\_\_  
SALVATORE TORRY

\_\_\_\_\_  
SALVATORE TORRY

\_\_\_\_\_  
SALVATORE TORRY (Teacher referred to PAR and/or Evaluation Plan purposes)

Rebuttal Accepted:  Yes  No

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SALVATORE TORRY

\_\_\_\_\_  
SALVATORE TORRY

\_\_\_\_\_  
SALVATORE TORRY

\_\_\_\_\_  
SALVATORE TORRY

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
TEACHER EVALUATION PROCEDURES**

TIER 2 AGREEMENT FORM  
ASTA UNIT MEMBER EVALUATION

Unit Member Name: \_\_\_\_\_

School Department: \_\_\_\_\_

The agreement between ASTA and AUA USD covers Tier 2 for teachers who meet all of the criteria listed below. Teachers who meet these criteria are eligible to be evaluated every 15 years.

Complete and sign this form and submit to your principal who will forward to Human Resources. After verification, Human Resources will place your evaluation cycle dates and Member ID# of this document in your personnel file.

Criteria for Tier 2

- Permanent Status
- Completed 10 years of years of certificated service in a position included in Article 2.1.1 in the district
- NOT a component of graduate and holds an appropriate credential
- Successful satisfaction requirements for the prior two evaluations


Select one:

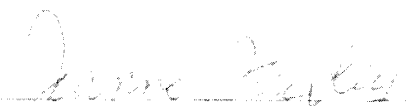
- I meet the criteria listed above as a Tier 2 teacher and select to be evaluated this school year [insert school year] as a Tier 2 teacher. If you a successful evaluation this year, my next evaluation will be in 15 years during the 15<sup>th</sup> school year [insert school year].  
For example, if your next evaluation is in 2018, your 15<sup>th</sup> year evaluation will be in 2033.
- I meet the criteria listed above as a Tier 2 teacher and select to opt out of the evaluation process this year and be included in a 15-year evaluation cycle. Since my last evaluation was in [insert school year], my next evaluation will be in 15 years from then during the [insert school year] school year [insert year].  
For example, if your last evaluation was in the 2017-18 year, the next evaluation will be in 2032-33.

Signature of ASTA Member \_\_\_\_\_ Date \_\_\_\_\_

cc: \_\_\_\_\_ Personnel file

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\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent  
Human Resources

  
\_\_\_\_\_  
Joanne Fawley  
President  
ASTA



Russell Lee-Sung  
Assistant Superintendent  
Human Resources



Joanne Fawley  
President  
ASTA


**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)**  
**AND**  
**ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)**

**WORKDAY START TIME**

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that when a site modifies the students' normal instructional day to an earlier start time with the purpose of using the accrued minutes to provide for staff development time, that bargaining unit members' work day start time will remain at the time that existed prior to the change in the students' start day.

For example, if the old bell schedule had the students starting at 8:00am, the teachers' workday began at 7:30am. If the new bell schedule has the students starting at 7:50am, then the teachers' workday still begins at 7:30am.

This agreement is dated: June 23, 2011

  
\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent  
Human Resources

  
\_\_\_\_\_  
Joanne Fawley  
President  
ASTA

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)**

**AND**

**ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)**

**INDEPENDENT LEARNING CENTER**

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that the Independent Learning Center's program has unique staff needs. Therefore, the Independent Learning Center will be staffed through a process rather than a transfer.

The workday at the Independent Learning Center may consist of flexible hours into the early evening. Nights and weekends are excluded from the workday hours for bargaining unit members assigned to the independent Learning Center. The overall workday hours in a typical week will approximate those commonly found at the other sites.

If bargaining unit members are assigned to work in the summer, they will receive their per diem pay and benefits for the additional work year hours.

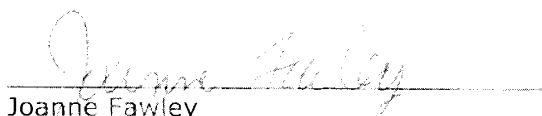
If a bargaining unit member at the Independent Learning Center is working without a conference period, section 14.8 of the contract applies.

Section 10.6 regarding the lunch period applies to bargaining unit members at the Independent Learning Center.

This agreement is dated: March 24, 2011



Russell Lee-Sung  
Assistant Superintendent  
Human Resources



Joanne Fawley  
President  
ASTA




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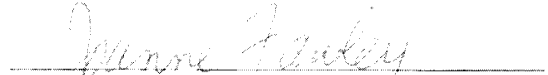
**District's & Union's Intent**


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- *[Faint, illegible text]*
- *[Faint, illegible text]*
- *[Faint, illegible text]*

*[Faint, illegible text]*

This agreement is dated: December 8, 2011

  
\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent  
Human Resources

  
\_\_\_\_\_  
Joanne Fawley  
President  
ASTA



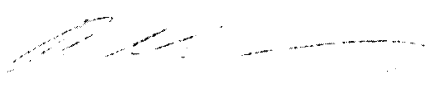
Russell Lee-Sung  
Assistant Superintendent  
Human Resources




Joanne Fawley  
President  
ASTA

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principle of just cause.

  
\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent  
Human Resources

  
\_\_\_\_\_  
Joanne Fawley  
President  
ASTA



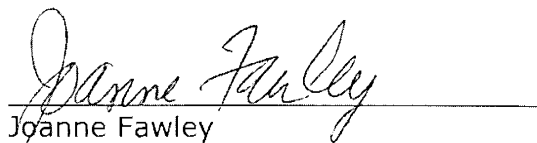
Russell Lee-Sung  
Assistant Superintendent  
Human Resources



Joanne Fawley  
President  
ASTA



Russell Lee-Sung  
Assistant Superintendent  
Human Resources



Joanne Fawley  
President  
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

EARLY START CALENDAR

ASTA and the District agree to participate in a joint committee to create specific dates for an Early Start Student/Teacher Calendar for 2015-16, 2016-17, and 2017-18. The committee's recommendation will be made to ASTA and the District prior to March 28, 2014, for approval by the Board of Trustees in April 2014.

<u>Russeli Lee-Sung</u>	<u>Joanne Fawley</u>
<u>Assistant Superintendent</u>	<u>President</u>
<u>Human Resources</u>	<u>ASTA</u>

**MEMORANDUM OF UNDERSTANDING**

**Between the**

**Anaheim Union High School District (AUHSD)**

**and the**

**Anaheim Secondary Teachers Association (ASTA)**

**2014 Health and Welfare**

The Anaheim Union High School District (AUHSD) and Anaheim Secondary Teacher's Association (ASTA) agree to the following regarding health and welfare:

Article 15.1.1 – Medical Insurance

Beginning with the 2014 calendar year the District's contribution to the blended super composite rate shall be increased from \$13,189 to \$13,493.

There shall be no change to the medical plans for the PPO and HMO except those changes that are mandated by the Federal Affordable Care Act which take effect on or after January 1, 2014.

This agreement 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, the District or ASTA may request to re-open negotiations on health and welfare for 2014.

This agreement is dated: \_\_\_\_\_

\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent  
Human Resources

\_\_\_\_\_  
Joanne Fawley  
President  
Anaheim Secondary Teacher's Association

**AGREEMENT**

**between the**

**ANAHEIM UNION HIGH SCHOOL  
DISTRICT**

**and the**

**ANAHEIM PERSONNEL AND GUIDANCE  
ASSOCIATION**

**for the period**

~~August 1, 2013~~ September 1, 2013

**through**

~~August 1, 2014~~ the first Counselor work day of  
the 2016-17 school year

Approved by the Board of Trustees: January 20, 2013



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## ARTICLE 1: AGREEMENT

### 1.1 Agreement

This Agreement is made and entered into this 1st day of September ~~2013~~ 2015 by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California, 92803, hereinafter referred to as the "District" or "Board" and the Anaheim Personnel and Guidance Association, hereinafter referred to as the "Association" whose address is 501 Crescent Way, Anaheim, California, P.O. Box 3520, Anaheim, California, 92803-3520.

### 1.2 Definitions

Whenever utilized in this Agreement:

"Working Day" shall mean any day in which the District Education Center is open for business.

"School Day" shall mean any day unit members covered herein are required to be on duty.

"Superintendent" shall mean the chief executive officer of the District or designee.

"Unit Member/Counselor" unless otherwise clearly indicated by the context, shall mean any person employed by the District in a position or classification which is included within the recognized or certified negotiating unit described in Article 1 - Recognition.

"Board" shall mean the Board of Trustees of the Anaheim Union High School District or its designees.

"Employee" shall mean any person employed by the District in any capacity, including unit members.

### 1.3 Entire Agreement

The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this Agreement.

## ARTICLE 4: ASSOCIATION RIGHTS

### 4.1 Distribution and Posting of Materials

The Association shall have the right to post notices matters of Association concern using District electronic mail via computer terminals located in individual counselor's offices. These notices may be posted during any non-duty time. The Association shall have the right to use the District mail service and individual counselor mailboxes so far as such use complies with the law. Any literature to be distributed or posted must be dated and must identify the person or organization responsible for its origin. The Association will provide to the Superintendent and the site principal a complete copy of the material deposited in school mailboxes or posted on electronic mail.

### 4.2 Availability of Information

The District will make available to the Association a school board packet at least 72 hours in advance of a regularly scheduled Board meeting and 24 hours in advance of a special Board meeting.

### 4.3 New Hires

The Association will be provided with the names, addresses, and work sites of all new unit members within fifteen (15) days.

### 4.4 District Counseling Meetings

Except in extraordinary circumstances, the District will not schedule Districtwide counseling meetings after 3:00 p.m. If extra-service pay is involved, i.e., department heads, any reasonable time is acceptable.

### 4.5 Publication of Agreement

As soon as possible, the District shall provide a copy of this Agreement to each member of the bargaining unit. The cost of any publication or any additional copies of this Agreement which are required by the Association shall be paid by the Association.

## ARTICLE 5: REASSIGNMENT

5.1 The parties recognize that it may be necessary to reassign unit members involuntarily because of enrollment adjustments, budgetary restrictions or curriculum needs. When such a reassignment becomes necessary at one or more schools, the Superintendent or designee will review such reassignment with all individuals involved and with the association president prior to a final decision.

5.2 [Superseded by Appendix ~~5.1~~ – MOU] In designating the unit member to be reassigned, the local administrator shall consider the following criteria: full vs. partial credential, previous assignments, extra service and extra curricular assignments, responsibility for special counseling programs, department leadership and curriculum needs. Seniority shall be used to break ties. The term “seniority” shall mean the unit members total continuous service to the District in a certificated counseling position, beginning with the first (1<sup>st</sup>) day of paid service as a probationary employee.

A list of unit members in order of seniority will be maintained by the Personnel Office.

5.3 Chairpersons of counseling departments may be exempted from reassignment by the principal of the school. [Superseded by Appendix ~~5.1~~ – MOU]

Unit members who join the teachers' bargaining unit will have their counseling service credited to their teacher's seniority and order of employment.

5.4 A unit member who has been involuntarily removed from a counseling position and reassigned as a teacher because of enrollment adjustments, budgetary restrictions or curriculum needs will be given first consideration for reappointment to vacancies in counseling positions that occur within the District. Such special consideration will continue for a period of thirty-six (36) months.

5.5 [Superseded by Appendix ~~5.1~~ – MOU] If more than one (1) reassigned unit member is available for special consideration, the principal shall make the selection based on the criteria listed in paragraph 5.2 above.

5.6 If a reassigned unit member twice refuses an opening, the special consideration clause, paragraph 5.4 above, of this section shall be considered to have ended.

This section shall not be applicable to reduction in force instituted under Education Code 44955.

5.7 No later than June 1 of the school year preceding the school year in which the reassignment will take place, a unit member being considered for reassignment shall be given written notice stating that it has been recommended that the unit member be reassigned for the ensuing school year, and stating the reasons for such recommendation.

5.8 The unit member shall have five (5) working days from the receipt of the notice of reassignment to request a meeting in writing with the Superintendent to determine if there is cause for the reassignment.

## ARTICLE 8: LEAVES OF ABSENCE

### 8.1 General Provisions

A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.

A leave protects the unit member by holding a place for such member in the District until the leave expires, usually with the right to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained. There is, however, no assurance that when a leave of absence necessitates a long-term replacement, a semester or longer, that the return assignment will be in the school or administrative site where such member was assigned when the leave was authorized.

A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the counselor.

Part-time regular employees shall be entitled to leaves of absence to that portion of the leave as the number of hours per day of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

### 8.2 Revocation of Leave

A leave of absence may be revoked at the sole discretion of the Director, Human Resources, upon evidence that the cause for granting it was misrepresented or has ceased to exist.

### 8.3 Failure to Return to Assignment

Any counselor who is absent from work without leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the District, and such conduct shall constitute an automatic resignation.

### 8.4 Application For Leave

8.4.1 Leaves Other Than Sabbatical: A unit member who is eligible for an unpaid leave of absence must make application for such leave on the District form provided. Requests for such leaves to begin in September must be filed in the Human Resources Office prior to the preceding February 15. Requests for leaves to begin in January must be received on or before the preceding November 15. At the discretion of the Director, Human Resources, the aforementioned deadline may be waived.



## 8.5 Notification of Return or Request For Extension

The following procedures shall be adhered to relative to return from leaves of absence and/or requests for extension of leave:

8.5.1 District Notification: On or before February 1, October 15 for the first semester leaves, of the semester nearest and preceding the expiration of the leave of absence, the District shall notify the unit member who is on a leave of absence that his/her position is being held pending notification of request for extension of leave or notification of intention to return from leave. Such notification shall be sent by U.S. mail to the unit member's last known address.

8.5.2 Unit Member Response: On or before March 1, November 15 for the first semester leaves, the unit member shall respond to the District notification by indicating either a request for an extension of leave or the unit member's intention to return from leave. In the event that the unit member fails to respond to the District notification, it is understood that the District may proceed to fill the unit member's position.

## 8.6 Salary Advancement During Leave

A unit member granted a leave of absence, other than sabbatical leave, military leave, or Peace Corps leave, shall not be advanced on the salary schedule unless s/he has completed the school year according to law. A unit member granted a sabbatical, military, or Peace Corps leave shall be eligible for advancement on the salary schedule.

## 8.7 Personal Leaves of Absence Without Pay

The Board of Trustees, at their sole discretion, may grant up to one (1) year's leave of absence without pay to unit members for the following reasons:

8.7.1 Health

8.7.2 Maternity, Paternity and Adoption

8.7.3 Activities which contribute to professional development in education, which may include formal study, travel or exchange teaching.

8.7.4 Child care

8.7.5 Compelling family matters / personal necessity

Leaves shall have the prior approval of the principal. All such unpaid leaves may, upon request, be extended for one (1) additional complete semester or school year. With the exception of leaves of absence granted by state or federal law, leaves shall be limited to a maximum of two (2) years within a five (5) year period of time. Requests for leaves of absence under this provision shall not be arbitrarily or capriciously denied.

With the exception of maternity leave, sick leave, bereavement, industrial accident/illness, leaves of absence shall be limited to permanent unit members.

#### 8.8 Tragedy Personal Necessity Leave

A long term ninety (90) day personal necessity leave of absence may be provided to a unit member who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, spouse or dependent child. A unit member's compensation during such leave shall be the equivalent of the unit member's regular salary and fringe benefits minus the amount necessary to pay an employee to replace the unit member while on leave.

#### 8.9 Maternity Leaves

Upon request, pregnant unit members shall be granted maternity leave. Said leave shall be unpaid unless unit members have accumulated sick leave (under 8.11) which may be utilized. Maternity leave will be provided in accordance with existing law.

#### 8.10 Industrial Accident and Industrial Illness Leave

8.10.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code sections 44043 and 44984 and this rule.

8.10.2 A unit member 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 accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

8.10.2.1 S/He has probationary or permanent status.

8.10.2.2 The Superintendent or his/ her designated representative has determined that the illness or injury was directly related to the performance of his/her duties while in the employment of the Anaheim Union High School District.

8.10.3 A unit member absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualifies under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the 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.

8.10.4 Occupational leave shall be granted from the first 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 unit member's leave.

- 8.10.5 Should the unit member's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the unit member 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, whichever is sooner.
- 8.10.6 During any period a unit member 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 unit member's leave balances shall be as follows:
  - 8.10.6.1 Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.
  - 8.10.6.2 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 unit member who is absent because of work connected illness 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 the Education Code.)
- 8.10.7 A unit member while receiving occupational leave benefits must remain within the State of California unless the Board of Trustees authorizes travel outside the State.
- 8.10.8 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

#### 8.11 Personal Necessity Leave of Absence

Unit members may use up to ten (10) days accumulated sick leave without stating a reason for personal necessity, provided the number of personal necessity days does not exceed the number of days of unused sick leave.

Permissible personal necessity use:

- 8.11.1 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.
  - 8.11.1.1 Accident or serious illness involving his/her personal property, or person or property of his/ her immediate family.
  - 8.11.1.2 Court appearance as a litigant or as a witness under order.
  - 8.11.1.3 Religious observances.
  - 8.11.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.
  - 8.11.1.5 Becoming a parent by adoption, surrogate or paternity.
  - 8.11.1.6 Personal necessity may be used for circumstances that meet all of the following criteria: Are of a 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.
- 8.11.2 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.
- 8.11.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, work slowdown or concerted activity of any kind.
- 8.11.4 A unit member shall be allowed to use two (2) days of personal necessity leave which will not be charged against his/her accumulated sick leave. (This section will be suspended for the ~~2020-2021~~ school year.)

## 8.12 Sabbatical Leave

A sabbatical leave of absence may be granted to any unit member only to the extent that the same will benefit the schools and pupils thereof, for not less than one (1) semester nor more than one (1) school year under the following conditions:

- 8.12.1 The applicant must have served at least seven (7) consecutive years in the District preceding the granting of the leave, and no more than one such leave of absence shall be granted to a unit member in each seven (7) years of employment. Other leave of absences, while not counted as a "year of service" do not constitute a break in consecutive years of service.

## ARTICLE 9: TRANSFER PROCEDURES

### 9.1 Definitions

#### 9.1.1 Transfer

A transfer is defined as the relocation of unit members from one school to another school, from one District administrative department to another administrative department, or between a school and a District administrative department. Transfers fall into two categories: (1) Voluntary transfers that are initiated at the request of the unit members, and (2) involuntary or administrative transfers that are initiated by the District.

#### 9.1.2 Seniority

For the purposes of the transfer Article, the term “seniority” shall mean the unit members total continuous service to the District in a certificated counseling position, beginning with the first (1<sup>st</sup>) day of paid service as a probationary counselor. The Board shall maintain an up-to-date seniority list, which for purposes of this Article shall be the “order of employment list” required by Education Code Section 44845. This list shall be sent to the association by November 1 of each school year.

### 9.2 Posting of Openings

9.2.1 An opening is defined as a position at a school or administrative department location which the District has determined is to be filled by a regular probationary or permanent unit member rather than by a substitute or temporary employee.

9.2.2 The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) school days after posting. In the event an opening for the current school year becomes available within two (2) weeks prior to the start of the school year or thereafter, the deadline for application shall not be less than three (3) days. The opening shall not be filled prior to such deadline. Postings shall be sent to all members of the Association.

9.2.3 An opening, for posting purposes, is not created when a permanent or probationary employee is on a paid or unpaid leave of absence or a one semester opening exists.

9.2.4 Any unit member may apply for such openings by submitting the Interschool Transfer Request form to the principal of the school where the vacancy exists within the time limit specified above in Article 9.2.2.

- 9.2.5 Posting errors shall not be submitted to grievance. The error shall be corrected prior to filling the openings.

9.3 Voluntary Transfer for Posted Openings

9.3.1 Requests for voluntary transfers for posted openings may be made by submitting an interschool transfer request to Human Resources. The Superintendent or designated representative will give consideration of the transfer request but may deny it if, in his/her opinion, such transfer is not in the best interest of the District.

9.3.2 The filing of a request for transfer is without prejudice. It does not jeopardize the applicant's present assignment. The request may be withdrawn any time prior to confirmation that the transfer has been effected.

9.3.3 When an opening is posted, a unit member may request a transfer by submitting an interschool transfer request to Human Resources. The principal or administrative department supervisor will consider the transfer request prior to filling the opening. A unit member may submit as many requests for transfer as desired.

9.3.4 A unit member who requests transfer to an available position and is denied, may be provided a written statement, if so requested by the employee.

9.4 Involuntary Transfer

9.4.1 [Superseded by Appendix 9.6 – MOU] The parties recognize that it may be necessary to transfer unit members involuntarily because of enrollment adjustments, budgetary restrictions or curriculum needs. Whenever an involuntary transfer becomes necessary at a school, the local administrator shall determine if there are volunteers from the unit members. In designating the transferee, the local administrator shall give one (1) point each for the following criteria: Holders of a PPS Credential and Department Chairperson. Seniority, as outlined in 9.1.2, shall be used to break ties. The principal can exempt a maximum of one (1) counselor position based on the needs of the school.

9.4.2 The Association President will be notified of all involuntary transfers.

9.4.3 Upon written request, an opportunity will be provided for the unit member to meet with the administrator recommending the transfer and be advised of the reasons for such recommended transfer.

9.4.4 No unit member shall be transferred arbitrarily or capriciously.

9.5 Superintendent's Transfer

In situations not provided for herein, the Superintendent's power to assign includes the power to transfer professional personnel within the District when the Superintendent concludes that such a transfer is in the best interest of the District.

9.6 Layoff and Tie Breaking Criteria

In the event that there is a tie between two or more counselors with the same seniority date as a result of the following criteria will be used in the priority order indicated below to determine who will be laid off:

1. Seniority date in the District.
2. Current seniority as Lead Counselor. If the principal at a school site designates "co-lead counselors", he/she will designate one of them as the "primary" lead counselor for Layoff and Reassignment/Tiebreaking purposes only. The principal shall notify Human Resources and the ADCA Board within 7 working days of the designation.
3. Length of previously paid full-time counseling experience with a CIP's credential prior to all HSD employment.
4. Length of additional paid full-time work service to the District in a certified position.
5. Length of additional paid full-time prior service in a certified position outside of the District.
6. Length of additional paid full-time prior service to the District in a non-certificated position.
7. Length of additional paid full-time prior service in a non-certificated position in education or a counseling setting outside of the district.
8. If the criteria above do not break a tie, a coin toss will be used to determine who will be laid off.

## ARTICLE 10: WORKING HOURS

### 10.1 Hours - General

The District recognizes that the varying nature of a counselor's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. The minimum school-based assignment hours are as follows:

Counselors should be available in their office everyday for students and parents before school and after school for the duration of the school year. Exception may be made by mutual agreement between the unit member and site administration based on the specific needs of the school.

Unit members must be on duty at least thirty (30) minutes before the beginning of the first class session and remain on duty for a reasonable length of time after the close of the student's regular school day. These minimum school-based assignment hours may be modified by the immediate administrator to suit varying educational and operating needs after reasonable prior consultation with the unit member. These modifications may not be of a permanent and/or continuing nature.

Each unit member shall receive a daily duty-free lunch break of not less than thirty (30) minutes, as scheduled by the immediate administrator except when there are unscheduled fire drills or other such emergencies as determined by the principal of each school. Lunch supervision shall be limited to no more than one student lunch period per day.

Minimum school-based assignment hours shall be applicable to every scheduled school day, including minimum pupil days, inservice days and the like. These minimum school-based assignment hours may be modified by mutual agreement between the immediate administrator and counselor.

In addition to assigned counseling duties, as described in the counselor's job description, counselors shall perform their duties, many of which will occur outside of the minimum school-based assignment hours. Other such duties may include supervising pupils within and outside class hours; supervising and providing leadership of pupil organizations and activities as assigned; cooperating in parent, community and open house activities; serving on committees providing advice and service to the District; and participating in approved development programs.

In assigning the duties as set forth in the preceding paragraph, site administrators shall make a reasonable effort to see that the hours of work involved are equitably distributed among the staff with volunteers sought prior to mandating an assignment, and that reasonable advance notice of scheduling is provided. In assigning the above duties and hours, administrators shall act in a reasonable manner, and not in an arbitrary, capricious, or vindictive manner.

In the event of a work stoppage, no counselor shall be required to substitute for any teacher.



10.2 Assigned Days of Work

The total number of assigned annual days of work for regular full time counselors is 198. These days will be served consecutively whenever practicable as determined by the principal/designee after consulting with the unit member. Any extra days of assignment will be paid on a per diem basis.

10.3 Counselor Meetings

Whenever practicable, as determined by the District, mandated counselor meetings shall be held during normal school hours.

10.4 Counselor Professional Development

Two (2) days will be provided by management for specific training for counselors. These days will be during the regular 198 day contract period. The professional development training will relate directly to day-to-day counselor services at the school site. Counselors' attendance at these two (2) professional development days is not optional and will be supported by site administration. Exceptions can be made in case of a school site emergency which requires the counselor(s) to be present (e.g. to provide support in case of a death of a student or staff member or for other emergency situations affecting a school site).

10.5 Beginning of Semester Professional Development Work Schedule

Counselors will be excused from the regular professional development meetings which are held prior to the start of each semester. Principals and school counselors are encouraged to confer at least two weeks prior to the start of each semester to discuss counselor participation in any part of these meetings that involves school wide staff participation.

## ARTICLE 12: EVALUATION PROCEDURES

### 12.1 General Provisions

The District retains sole responsibility for the evaluation and assessment of performance of each counselor, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.

### 12.2 Procedures

The principal or designated administrative representative shall conduct the evaluation. Unscheduled evaluations may be made at any time during the school year at the discretion of the principal.

12.2.1. All non-permanent unit members will be evaluated annually and all permanent unit members at least every other year, using the Individual Counselor Performance Plan (Appendix ~~---(1)~~). Unit members with permanent status who have been employed at least ten (10) years with the District and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated every five (5) years, if the unit member and evaluator consent to this schedule. Should the evaluator withdraw consent, the evaluator shall provide the employee a written notice within the first two weeks of the beginning of the school year. The final evaluation conference shall be conducted no later than May 31 for unit members and necessary forms forwarded to the Certificated Human Resources Office not later than June 15. The final evaluation should reflect in writing whether or not the unit member has been recommended for re-employment.

12.2.2 Prior to November 15 of each evaluation year, the evaluator and unit member shall hold a preliminary evaluation conference.

12.2.3 The purpose of the preliminary evaluation conference shall be to review the element and planned activity to be achieved in the following required areas of evaluation:

12.2.3.1 Standard 1: Engage, advocate for and support all students learning.

12.2.3.2 Standard 2: Plan, implement, and evaluate programs to promote academic, career, personal and social development of all students.

12.2.3.3 Standard 3: Utilize multiple sources of information to monitor and improve student behavior and achievement.

12.2.3.4 Standard 4: Collaborate and coordinate with school and community resources.



1. The salary schedule for the 2013-14 school year shall be as follows:	2. The salary schedule for the 2014-15 school year shall be as follows:
3. The salary schedule for the 2015-16 school year shall be as follows:	4. The salary schedule for the 2016-17 school year shall be as follows:
5. The salary schedule for the 2017-18 school year shall be as follows:	6. The salary schedule for the 2018-19 school year shall be as follows:
7. The salary schedule for the 2019-20 school year shall be as follows:	8. The salary schedule for the 2020-21 school year shall be as follows:
9. The salary schedule for the 2021-22 school year shall be as follows:	10. The salary schedule for the 2022-23 school year shall be as follows:
11. The salary schedule for the 2023-24 school year shall be as follows:	12. The salary schedule for the 2024-25 school year shall be as follows:
13. The salary schedule for the 2025-26 school year shall be as follows:	14. The salary schedule for the 2026-27 school year shall be as follows:
15. The salary schedule for the 2027-28 school year shall be as follows:	16. The salary schedule for the 2028-29 school year shall be as follows:
17. The salary schedule for the 2029-30 school year shall be as follows:	18. The salary schedule for the 2030-31 school year shall be as follows:

Effective the first year of the 2013-14 school year, the 2013-14 Counselors' Salary Schedule, which reflects a 2% increase, shall be merged by 2% with the 2013-14 Salary Schedule and is hereby incorporated into this Agreement as Appendix B-1.

In the event the identified increase will not be an increase in salary greater than 2% for the 2013-14 school year, that same increase shall be applied to the Counselors' Salary Schedule for the 2013-14 school year.

**14.2 Salary - Extra-Service Pay**

Extra-Service Pay specific to Counselors is hereby incorporated as Appendix C of this Agreement.

Extra Service Pay shall be expressed as a percent of Column II, Step 1 of the 2013-14 Teachers' Salary Schedule (Appendix B-1) and the amount will increase as the

## Teachers' Salary Schedule increases

Leadership Positions will be paid monthly with contract pay. Duties assigned are within the scope of the school day.

### 14.3 Salary Schedule Placement Advancement and Structure

#### 14.3.1 Salary Schedule

Counselors who hold or qualify for the Pupil Personnel Services Credential, General Pupil Personnel Services Credential, or Standard Designated Services Credential with specialization in Pupil Personnel will be placed on and advanced on the salary schedule as follows:

14.3.1.1 Column I: Bachelor's Degree plus 30 semester hours

14.3.1.2 Column II: Bachelor's Degree plus 45 semester hours or Master's Degree

14.3.1.3 Column III: Bachelor's Degree plus 60 semester hours including Master's Degree or Doctorate

#### 14.3.2 Initial Salary Placement

Whenever a candidate is recommended for election, tentative placement on the salary schedule is made by the Assistant Superintendent of Human Resources, based on the evidence of experience and training submitted in the application materials. Final placement on the salary schedule is made when completed official college transcripts (due November 1) and written evidence of experience have been received.

If a unit member fails to furnish such written evidence, the member's contract will be rewritten to reflect correct column and step placement and appropriate amounts sufficient to correct the salary error will be deducted from future salary warrant(s).

Effective July 1, 2007, a maximum of six (6) years of credit for approved teaching or counseling outside the District shall be allowed at the rate of one step for one year of service.

Credit for credentialed service outside the District shall be allowed at the rate of one step for one year of comparable service, but in no case shall placement be made above step 7. Credit for credentialed experience in an accredited private school will be allowed. All previous experience shall be verified by official statements from previous employers.

- 14.3.3 All degrees and credits earned must be from accredited colleges or universities. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.
- 14.3.4 For initial placement, all semester hours must be upper division or graduate level and earned after the Bachelor's Degree.

14.3.5 Vertical Movement

All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step.

Regular full-time unit members, who in any one school year, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

Part-time unit members, who in any two consecutive school years, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

14.3.5.1 Any unit member with fifteen (15) complete years of credentialed service in the District shall be placed on Step 16 of the salary schedule.

14.3.5.2 Any unit member with twenty (20) complete years of credentialed service in the District shall be placed on Step 21 of the salary schedule.

14.3.5.3 Any unit member with twenty-five (25) complete years of credentialed service in the District shall be placed on Step 26 of the salary schedule.

### 14.3. ~~14.3.1~~ Horizontal Movement

A notice of intent to change columns on the salary schedule shall be filed in the Certificated Personnel Office no later than March 15 of any school year. Contracts will be rewritten only after the unit member submits to the Certificated Personnel Office, prior to November 1, written proof of semester units completed or degree earned. Failure to meet either of these deadlines will preclude a column change that year.

Course credit for salary placement and movement shall be given only for lower division, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by a regional accrediting commission.

14.3. ~~14.3.1~~ 1 After employment and placement on the salary schedule under adopted policy, the following guidelines will be used in crediting courses for salary schedule column advancement.

14.3. ~~14.3.1~~ 1.1 Lower division, upper division or graduate courses that meet any of the five criteria listed below may be credited with prior approval of the principal and the Director, Human Resources. In order to be eligible to use lower division course credit for salary schedule advancement, a "Request for Lower Division Credit" must be submitted through the Director, Human Resources, at least three weeks prior to the start of class. The Director, Human Resources, will respond to the applicant within two weeks.

14.3. ~~14.3.1~~ 2 Criteria for courses accepted for salary advancement:

14.3. ~~14.3.1~~ 2.1 A subject directly related to the current or proposed assignment.

14.3. ~~14.3.1~~ 2.2 A subject directly related to a unit member's teaching major or minor.

14.3. ~~14.3.1~~ 2.3 A subject directly related to an advanced degree in professional education or in a subject area.

14.3. ~~14.3.1~~ 2.4 A subject required by a California credential evaluation or renewal.

14.3. ~~14.3.1~~ 2.5 Courses required for obtaining an additional teaching assignment major or minor.

14.3.3 Evidence of satisfactory completion of course must be submitted to the Assistant Superintendent of Human Resources, prior to November 1.

14.3.4 The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification 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 school year only.

#### 14.3. Other Salary Schedule Credit

Full salary schedule credit shall be granted for overseas teaching and Peace Corps teaching. Full salary schedule credit up to six years shall be granted to all counselors newly employed in the District for credentialed teaching or counseling experience gained prior to employment in the Anaheim Union High School District.

The Superintendent may recommend salary schedule credit for experience gained which is related to counseling.

#### 14.3.8 Overseas Degree Stipend

An additional annual stipend of \$2000 will be paid for an earned doctoral degree from an accredited university. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPSA), or Association of American Education.

#### 14.4 Extra Duty

Unit members who serve in supervisory assignments at athletic events, dances, plays, and other after-school and evening school sponsored events do so for the benefit of students, the curriculum and job effectiveness. When made possible by generation of funds by school-sponsored events, school based personnel may be compensated in accordance with salary schedules established at each school.

#### 14.5 Travel Expenses

Any unit member traveling to an authorized convention, meeting, conference, or visitation within 100 miles of the District, shall use a District vehicle when available. When no District vehicle is available, the unit member shall be reimbursed at the IRS allowable rate per mile. When the conference, convention, or meeting is over 100 miles and the unit member elects to drive his/her personal car in lieu of using commercial transportation, the unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.



ARTICLE 15: HEALTH AND WELFARE

15.1 Contributions by the District

The District shall contribute the blended super composite rate towards the cost of medical insurance, and shall provide dental, life, vision care, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:

5.1.1 Medical Insurance

PPO: Self-insured major medical with \$275 deductible per person, maximum of \$825 per family, for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including a prescription card service, in the amount not to exceed the super composite rate established for ~~2013~~ of \$ ~~11,808~~ per month of \$ ~~143,296~~ per year per enrolled unit member, or

HMO: HMO insurance for unit members and eligible dependents utilizing Blue Cross in the amount not to exceed the super composite rate established for ~~2013~~ of \$ ~~1,106~~ per month or \$ ~~13,272~~ per year per enrolled unit member.

The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above.

~~Beginning with the 2014 calendar year, the District's contribution to the blended super composite rate shall not exceed \$13,197.~~

Example:

1,238 employees are in the HMO. (46%)

1,433 employees are in the PPO. (54%)

46% of \$11,808 = \$5,432. 54% of \$14,364 = \$7,757.

\$5,432.+\$7,757 = \$13,189 is 2013 blended super composite rate.

~~Beginning with the 2015 calendar year, the District's contribution to the blended super composite rate shall not exceed 97% above the 2014 rate of \$13,197.~~

15.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for unit member and life insurance protection for unit member's spouse and eligible dependents

15.1.3 Dental Insurance

Delta Dental PPO dental insurance for unit members and eligible dependents, or  
Delta Care PMI dental insurance for unit members and eligible dependents.

15.1.4 Vision Care Insurance

Vision care with special contact lens provision for unit members and eligible dependents.

15.1.5 Ancillary health plan designs (Life, Dental, Vision) shall be determined by the District Insurance Committee.

15.1.6 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 match amount and contribution, the District or APGA may request to reopen negotiations on health and welfare for 2014 or 2015.

15.2 Insurance Committee

The parties agree that the overriding purpose of the Insurance Committee (“Committee”) is to fulfill the commitment contained herein and in previous memorandum of understanding regarding cost containment of health and welfare premiums. The District and the Association agree to a renewed focus on health and welfare cost containment through participation on the Committee. Accordingly, the parties agree as follows:

15.2.1 The District will provide regular members of the Insurance Committee release time to attend insurance committee meetings.

15.2.2 The parties will work aggressively through the Committee to generate specific changes in health and welfare coverage, if needed, that maximize the district’s contributions for medical, dental, vision, and life insurance. On-going cost evaluations will be generated and provided to the Committee as requested. Each year the super composite rate for the following year will be available to the Committee on or before September 1. Upon review of these rates the Committee will make suggestions for cost containment.

15.2.3 The Committee’s final recommendations for implementation of the above-referenced cost containment provisions and actual super composite rates shall be submitted to the Association no later than September 30. The Association 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 district is authorized to initiate payroll deductions beginning with the January 31 paycheck for the difference between the blended super composite rate noted in 15.1 and the current year’s blended super composite rate provided by the contract administrator.

15.3 Right to Contract

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

ARTICLE 16: JOB SHARING

Refer to Appendix E - Memorandum of Understanding Job Sharing

## ARTICLE 17: DISCIPLINE

### 17.1 Personnel Files

A unit member shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment. A representative of the unit member may, at the unit member's request, accompany the unit member in the review, or with the unit member's consent, may conduct the review. Each unit member's personnel file shall contain only the following:

- 17.1.1 Pre-employment information
- 17.1.2 Copies of annual contracts and supplemental contracts
- 17.1.3 Transcripts
- 17.1.4 Certification material
- 17.1.5 Letters of commendation
- 17.1.6 Copies of official personnel action
- 17.1.7 Written evaluations
- 17.1.8 Other materials, as agreed between the unit members and the Director, Human Resources.

Materials placed in the unit member's file shall be photocopied within forty-eight (48) hours of placement and submitted to the unit member who shall sign a receipt signifying that s/he has received the material. Such receipt does not indicate agreement. The unit member may make a written response to the material which shall also be placed in his/her file, and attached to the material being responded to. Materials which relate to an incident involving a unit member must be submitted for placement in his/her personnel file within a reasonable period of time following the date of the complaint, any material shall be removed from the file if a unit member's claim that it is inaccurate is sustained through the grievance procedure.

### 17.2 Process

Normally, the District shall utilize a "Progressive Discipline" procedure which utilizes the following steps:

- 17.2.1 Verbal warning(s)
- 17.2.2 Written warning
- 17.2.3 Written reprimand(s)

17.2.4 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to require stringent action without strict adherence to the steps outlined above. It is further agreed, however, that no unit member shall be reprimanded, reduced in compensation, or suspended with or without pay as set forth herein without just cause. This second, 17.2.4, shall not apply to extra service pay positions.

### 17.3 Notice of Progressive Discipline

In the administration of the overall discipline program of the District, any written notice will clearly state if the discipline represents a:

17.3.1 Written warning, or

17.3.2 Written Reprimand.

### 17.4 Right to Representation

A unit member shall be entitled to have a representative present when s/he is subject to any disciplinary action. After a request for such representation is made, a conference will be held within a period of time not to exceed five (5) working days in order that a representative of the unit member's choice, when possible, may have an opportunity to be present.

### 17.5 Removal of Unit Member From Extra Service Pay

It is understood by the parties that the District may remove unit members from extra service pay positions (Appendix C of ASTA Appendix C-2 through C-4) subject to due process. For purposes of this section, due process means:

17.5.1 Verbal warning(s)

17.5.2 Written warning

17.5.3 Reprimand

17.5.4 Removal

The District may also remove a unit member from extra pay and leadership positions (Appendix C of ASTA Appendix C-2 through C-4) due to deficiency in performance. The unit member will be given written notice of the deficiency prior to removal. If no improvement is made within a reasonable amount of time, the unit member will be given notice by May 15 or at the conclusion of the season of sport/activities for the following school year or season. It is understood that any written materials or documents related to the removal of a unit member from an extra service pay position shall not be placed in the unit member's personnel file. This does not prohibit the documentation of serious offenses involving moral turpitude to be included in the personnel file.

ARTICLE 20: DURATION

This Agreement shall remain in full force and effect through ~~the first work day~~ of the 2016-17 school year and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

For school year 2014-15, Article 14, Wages and Items Related to Wages, Article 15, Health and Welfare Benefits, Article 11-Pupil or Counselor Rates, and all MOUs, shall be open for negotiations.

For school year 2015-16, Article 14, Wages and Items Related to Wages, Article 15, Health and Welfare Benefits, Article 11-Pupil or Counselor Rates, and all MOUs, shall be open for negotiations.

In addition to the articles referenced above, the Association and the District shall each have the option of opening one (1) other article of their choosing in 2014-15 and one (1) other article of their choosing in 2015-16. These articles shall be the only subjects of negotiations unless additional articles are opened by mutual consent.

It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2013-14, 2014-15 and 2015-16, notwithstanding the results of the limited reopening of negotiations as outlined above.

DATED: ~~September 11, 2013~~ December 11, 2013

ANAHEIM UNION HIGH  
SCHOOL DISTRICT

ANAHEIM PERSONNEL AND GUIDANCE  
ASSOCIATION

\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent  
Human Resources

\_\_\_\_\_  
Brian Bannon  
Co-President  
APGA

\_\_\_\_\_  
Kyle Hendricksen  
Co-President  
APGA

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**Anaheim Union High School District  
2013-2014  
Student/Teacher Calendar**

<b>July 2013</b>					<b>November 2013</b>					<b>March 2014</b>				
1	2	3	4*	5					1	3	4	5	6	7
8	9	10	11	12	4	5	6	7	8	10	11	12	13	14
15	16	17	18	19	11*	12	13	14	15	17	18	19	20	21
22	23	24	25	26	18	19	20	21	22	24	25	26	27	28<
29	30	31			25	26	27	28*	29*	31				
<b>August 2013</b>					<b>December 2013</b>					<b>April 2014</b>				
			1	2	2	3	4	5	6		1	2	3	4*
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
19	20	21	22+	23+	23	24*	25*	26	27	21	22	23	24	25
26	27	28	29	30	30	31*				28	29	30		
<b>September 2013</b>					<b>January 2014</b>					<b>May 2014</b>				
2*	3	4	5	6			1*	2	3				1	2
9	10	11	12	13	6	7	8	9	10	5	6	7	8	9
16	17	18	19	20	13	14	15	16	17	12	13	14	15	16
23	24	25	26	27	20*	21	22	23<	24+	19	20	21	22	23
30					27	28	29	30	31	26*	27	28	29	30
<b>October 2013</b>					<b>February 2014</b>					<b>June 2014</b>				
	1	2	3	4	3	4	5	6	7	2	3	4	5	6
7+	8	9	10	11	10*	11	12	13	14	9	10	11<	12+	13
14	15	16	17	18	17*	18	19	20	21	16	17	18	19	20
21	22	23	24	25<	24	25	26	27	28	23	24	25	26	27
28	29	30	31							30				



School Begins



Non-Student/Non-Teacher Day  
Holidays

+ Teacher Day; No Students

< End of the Quarter or Semester  
And Minimum Day for Students

Underlined Days (June 12-18) are subject to change  
to regular school days if it becomes necessary to  
bring the total school days up to State minimum.

Quarter	Days	Dates			
1	43	Aug 26	--	Oct 25	
2	47	Oct 28	--	Jan 23	
3	43	Jan 27	--	Mar 28	
4	47	Apr 7	--	Jun 12	

180 Student Days  
185 Teacher Days

Progress Reports Due at  
8:30 a.m. at the site on:  
September 27  
December 6  
February 28  
May 9

Grades Due at 8:00 a.m.  
at the site on:  
October 30  
January 29  
April 9  
June 12

Board Approved: October 11, 2012



# Anaheim Union High School District 2014-2015 Student/Teacher Calendar

July 2014					November 2014					March 2015				
	1	2	3	4*	3	4	5	6	7	2	3	4	5	6
7	8	9	10	11	10	11*	12	13	14	9	10	11	12	13
14	15	16	17	18	17	18	19	20	21	16	17	18	19	20
21	22	23	24	25	24	25	26	27*	28*	23	24	25	26	27<
28	29	30	31							30	31			
August 2014					December 2014					April 2015				
				1	1	2	3	4	5			1	2	3*
4	5	6	7	8	8	9	10	11	12	6	7	8	9	10
11	12	13	14	15	15	16	17	18	19	13	14	15	16	17
18	19	20	21+	22+	22	23	24*	25*	26	20	21	22	23	24
25	26	27	28	29	29	30	31*			27	28	29	30	
September 2014					January 2015					May 2015				
1*	2	3	4	5				1*	2					1
8	9	10	11	12	5	6	7	8	9	4	5	6	7	8
15	16	17	18	19	12	13	14	15	16	11	12	13	14	15
22	23	24	25	26	19*	20	21	22<	23+	18	19	20	21	22
29	30				26	27	28	29	30	25*	26	27	28	29
October 2014					February 2015					June 2015				
		1	2	3	2	3	4	5	6	1	2	3	4	5
6	7	8	9	10	9*	10	11	12	13	8	9	10	11<	12+
13+	14	15	16	17	16*	17	18	19	20	15	16	17	18	19
20	21	22	23	24<	23	24	25	26	27	22	23	24	25	26
27	28	29	30	31						29	30			



School Begins



Non-Student/Non-Teacher Day  
Holidays

+ Teacher Day; No Students

< End of the Quarter or Semester  
And Minimum Day for Students

— Underlined Days (June 12-18) are subject to change  
to regular school days if it becomes necessary to  
bring the total school days up to State minimum.

Quarter	Days	Dates			
1	43	Aug 25	--	Oct 24	
2	46	Oct 27	--	Jan 22	
3	43	Jan 26	--	Mar 27	
4	48	Apr 06	--	Jun 11	

180 Student Days  
185 Teacher Days

Progress Reports Due at  
8:30 a.m. at the site on:  
September 26  
December 5  
February 27  
May 8

Grades Due at 8:00 a.m.  
at the site on:  
October 29  
January 28  
April 8  
June 12

Board Approved: October 10, 2013



**ANAHEIM UNION HIGH SCHOOL DISTRICT  
2013/2014 TEACHERS' SALARY SCHEDULE**

		<b>BA + 30</b>	<b>BA + 45 or MA</b>	<b>BA + 60 &amp; MA or Doctorate</b>
<b>STEPS</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
01	\$48,618	\$52,441	\$56,900	\$61,996
02	\$51,561	\$55,380	\$59,839	\$64,933
03	\$54,496	\$58,325	\$62,777	\$67,879
04	\$57,440	\$61,257	\$65,718	\$70,819
05	\$60,381	\$64,203	\$68,660	\$73,758
06	\$63,323	\$67,142	\$71,603	\$76,698
07	\$66,265	\$70,082	\$74,544	\$79,642
08	\$69,206	\$73,025	\$77,481	\$82,586
09	\$72,152	\$75,966	\$80,425	\$85,529
10	\$75,088	\$78,911	\$83,372	\$88,470
11	\$78,034	\$81,861	\$86,313	\$91,408
<b>LONGEVITY (Steps 16-26 are longevity steps for years of credentialed teaching in AUHSD) See Article 14.3.5</b>				
16	\$82,431	\$86,258	\$90,710	\$95,805
21	\$84,632	\$88,459	\$92,911	\$98,006
26	\$88,249	\$92,076	\$96,528	\$101,623

Doctorate: \$2,000  
National Board Certification \$2,000  
Miscellaneous Rate of Pay: \$41.13 (for 2013-14)  
\$41.95 (effective after the last teacher work day of 2013-14)

Initial Salary Placement: See Article 14.3.2

<u>Years Experience</u>	<u>Placement</u>
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees

Effective: July 1, 2013

ANAHEIM UNION HIGH SCHOOL DISTRICT

~~2012-2013~~ 2013-2014

EXTRA SERVICE PAY SCHEDULE

JUNIOR HIGH AND SENIOR HIGH SCHOOL  
COUNSELORS

1. **HIGH RISK COUNSELING**: To be turned in on payroll sheets as duties are performed.

In the event a counselor agrees to perform high risk counseling duties, pursuant to Education Code 48431.6 or 48431.7, outside the regular workday, said counselor will receive the miscellaneous hourly rate of pay. The number of hours to be worked at the above rate will be determined in advance by the site administrator.

2. **EL COORDINATOR STIPEND**: \$1,653 per year - paid at the end of each semester.

Refer to Appendix E-MOU-English Learner Coordinator Stipend. This agreement will begin with the ~~2012-2013~~ 2013-2014 school year and continue until a new agreement is reached.

3. **ACTIVITIES**: To be paid half at the end of each semester. Counselors assigned to extra service positions in Junior High and Senior High Schools shall be compensated as explained in 14.2 of this Agreement.

<u>Position</u>	<u>Percentage</u>
GATE Coordinator	3.74

4. **LEADERSHIP POSITIONS**: Counselors assigned to leadership positions in Junior High and Senior High Schools shall be compensated monthly as explained in 14.2 of this Agreement. Duties assigned are within the scope of the school day.

<u>Position</u>	<u>Percentage</u>
Junior High School Department Chairs	4.60
Senior High School Department Chairs	6.70

Unit members who egregiously fail to perform extra service pay assignment duties will not be paid extra service pay. Unit members who have abandoned the extra service pay assignment will be removed from the position.



## Classified & Certificated Employee Quick Reference

### INTERNET ACCESS INSTRUCTIONS

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**System Phone Number:** (714) 999-3516  
**Help Desk Phone Number:** (714) 999-3550  
**Write your Access ID here:** 64-0000- \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ or 64-000 \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ (no leading zeros)  
**Write your PIN here:** \_\_\_\_\_  
**Web Browser URL:** <https://anaheimuhsd.eschoolsolutions.com>

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#### SIGN IN

Open your browser and access the SmartFindExpress Sign In page. Enter your Access ID and PIN.

#### PIN REMINDER

The "Trouble Signing In" link supports users who want to log into the system, but have forgotten their PIN. When this link is selected, the system displays the PIN Reminder Request page. The user's Access ID and the security code being displayed must be entered on this page. **Note:** *You must be registered with the system and have a valid email address in your profile to use this option.*

#### PROFILE

##### Information

- Review profile status and address information.

##### Update Email

- Enter or change email address. An email address is necessary to utilize the PIN reminder function.

##### Change Password

- Enter your current PIN followed by a new PIN twice and click Save.

#### SELECT ROLE

- For multi-role employees, click on the desired icon to access another profile. No need to log out of the system and back in again!

#### TO CREATE AN ABSENCE

Choose the *Create an Absence* link

**Important Note:** *Items in Bold are required to complete an Absence.*

- **Select the Location**
- **Select the Classification**
  - Choose from the drop-down menu
- **Select the Reason for this absence from the drop-down menu.**

**NOTE:** *If you select a reason that requires administrator approval, the system displays a notification that the selected reason requires approval. You can continue with the job create with this reason or choose another reason. You can also provide an Approval Comment. SFE will proceed with arranging a substitute while awaiting administrator approval.*
- **Indicate if a substitute is required for this absence**
  - Choose Yes or No
- **Select Start and End Dates for your absence**
  - Enter the dates with forward slashes (MM/DD/YYYY) or use the calendar icon
- **Select Start and End Times for your absence. Default times are listed**
  - To change defaults, enter time in HH:MM am or pm format
  - Ensure that the correct time is entered. If the times for the substitute are different than the absence times, please enter the adjusted times
- Multiple Day (Recurring) Absence.
  - Your default work schedule is shown. Remove the checkmark(s) from the Work Days boxes that do not apply to this absence
  - Modify daily schedule and/or times for absence and substitute
- **FOR CERTIFICATED EMPLOYEES ONLY:** Request a particular substitute
  - Enter the substitute's access ID number or use the Search feature to find the substitute by name
    - Indicate if the requested substitute has accepted this job
      - Yes = substitute is prearranged and will not be called and offered the job
      - No = call will be placed and the substitute will be offered the job
    - Enter special instructions for the substitute to view
    - Add File Attachment(s) to the job record, if desired. Up to 3 files can be added. The attachments can be lesson plans, slides, images or other file types. Files cannot exceed the maximum per file size limit.
- **Select the Continue button**

**COMPLETE!** You **MUST** receive a **Job Number** for your absence to be recorded in the system and to receive a substitute.



## Classified & Certificated Employee Quick Reference INTERNET ACCESS INSTRUCTIONS

### TO REVIEW/ CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Choose the *Review Absences* link to review past, present and future absences or to cancel an absence.

Follow these steps

- Select the format for absence display: List or Calendar view.
- Search for Jobs: Enter specific date range (MM/DD/YYYY) or Calendar icon, or enter job number or leave blank to return all your absences
- Select the *Search* Button
- Select the *Job Number* link to view job details on future jobs

From the Job Details screen

- Special instructions can be updated on future jobs. Modify the special instructions and select the *Save* button
- To cancel your job, select the *Cancel Job* button
- If a substitute is assigned to your absence and you want the system to notify them of the job cancellation (by calling them), place a checkmark in the box prior to the question "Notify the Substitute of Cancellation?"
- Select *Return to List* button to return to the job listing

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### SIGN OUT AND WEB BROWSER INFORMATION

At any time during the session, the *Sign Out* link can be selected to end the session and disconnect from *SmartFindExpress*. Selecting the browser's back button or going to another site on the Internet does not disconnect the session from *SmartFindExpress*.

To ensure security and privacy of information, use the *Sign Out* link to disconnect from *SmartFindExpress*, and close the web browser when you finish with your session.

You can click the *Help* link to access Help Guides and How-to videos.

**Important Note:** Do NOT use the browser's BACK button to navigate to screens.

Navigation buttons are on the bottom of *SmartFindExpress* screens, such as the *Return to List* and *Continue* buttons.



ANAHEIM UNION HIGH SCHOOL DISTRICT  
SMARTFIND EXPRESS SUBSTITUTE SYSTEM



*Classified & Certificated Employee Quick Reference*  
**TELEPHONE ACCESS INSTRUCTIONS**

**System Phone Number:** (714) 999-3516  
**Help Desk Phone Number:** (714) 999-3550  
**Write your Access ID here:** 64-0000- \_\_\_\_\_ or 64-000 \_\_\_\_\_ (no leading zeros)  
**Write your PIN here:** \_\_\_\_\_  
**Web Browser URL:** <https://anaheimuhsd.eschoolsolutions.com>

**THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:**

	<b>Today's Jobs</b>	<b>Future Jobs</b>
Weekdays	Starts at 5:00 am	6:00 - 10:00 pm
Saturday	None	None
Sunday	None	6:00 - 10:00 pm
Holidays	None	6:00 - 10:00 pm

**REASONS FOR ABSENCE (listed in order of voice prompt):**

- |                          |                       |                          |                       |
|--------------------------|-----------------------|--------------------------|-----------------------|
| 1. PERSONAL ILLNESS      | 15. VACANCY           | 20. ADMINISTRATIVE LEAVE | 3. NON-DUTY DAY       |
| 10. PERSONAL WITHOUT PAY | 16. FAMILY LEAVE      | 21. LTS-VACANCY          | 4. PERSONAL NECESSITY |
| 11. SUBPOENA             | 17. GROWTH            | 22. LTS-PERSONAL LEAVE   | 7. WORKER'S COMP      |
| 12. MILITARY LEAVE       | 18. TRAGEDY LEAVE     | 23. LTS-MILITARY LEAVE   | 8. BEREAVEMENT        |
| 13. SABBATICAL           | 19. CHILD/PRNT/SPOUSE | 24. UNION BUSINESS       | 9. JURY DUTY          |
| 14. *VACATION            | 2. EXCUSED            | 25. FURLOUGH DAY         |                       |

Before any features are available, you must register with the system and create a PIN. The Access ID and PIN are used for all interactions with the system.

**REGISTRATION**

1. Enter your **Access ID** followed by the star (\*) key.
2. Enter your **Access ID** again when it asks for your PIN followed by the star (\*) key.
3. Record your name followed by the star (\*) key.
4. Hear your work schedule. If this information is incorrect, complete the registration and then contact your Help Desk to correct.
5. You will be asked to select a new PIN. Enter a PIN at least six (6) digits in length followed by the star (\*) key.

**TELEPHONE ACCESS INSTRUCTIONS**

1. Enter your **Access ID** followed by the star (\*) key
2. Enter your **PIN** followed by the star (\*) key

**MENU OPTIONS**

- 1 – Create an Absence
- 2 – Review, Cancel Absence or Modify Special Instructions
- 3 – Review Work Locations and Job Descriptions
- 4 – Change PIN, Re-record Name
- 9 – Exit and hang-up

**TO CREATE AN ABSENCE**

1. Enter dates for the absence  
**PRESS 1** if the Absence is only for today  
**PRESS 2** if the Absence is only for tomorrow  
**PRESS 3** to Enter the dates and times for the absence
2. If you pressed 3 to Enter Dates and time  
Enter Start Date  
**PRESS 1** to Accept the date offered  
**PRESS 2** to Enter start date (MMDD)



ANAHEIM UNION HIGH SCHOOL DISTRICT  
SMARTFIND EXPRESS SUBSTITUTE SYSTEM



*Classified & Certificated Employee Quick Reference*  
**TELEPHONE ACCESS INSTRUCTIONS**

3. Enter the reason from above followed by the star (\*) key or wait for a list of reasons

FOR <b>CERTIFICATED</b> EMPLOYEES:	FOR <b>CLASSIFIED</b> EMPLOYEES:
4. Record Special Instructions <b>PRESS 1</b> to Record special instructions. Press the star (*) key when done <b>PRESS 2</b> to Bypass this step	4. Complete Absence <b>PRESS 1</b> to Receive the job number <b>Record the Job Number. The Job Number is your confirmation.</b>
5. Is a Substitute Required? <b>PRESS 1</b> if a substitute is required <b>PRESS 2</b> if a substitute is not required	
6. If you <b>pressed 1</b> , a substitute is required	
7. If you <b>pressed 1</b> , a substitute is required <b>PRESS 1</b> to Request a particular substitute Enter the substitute access ID, followed by the star (*) key <b>PRESS 1</b> to Accept requested substitute <b>PRESS 1</b> if the Substitute should be called <b>PRESS 2</b> if the Substitute has already agreed to work and does not need to be called <b>PRESS 2</b> to Bypass requesting a substitute	
8. Complete Absence <b>PRESS 1</b> to Receive the job number <b>Record the Job Number. The Job Number is your confirmation.</b>	

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**TO REVIEW/CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS**

Hear the job information  
**PRESS 1** to Hear absence information again  
**PRESS 2** to Modify special instructions  
**PRESS 3** to Cancel the absence

If you **pressed 3** to Cancel the job  
**PRESS 1** to Confirm the cancellation request  
If a substitute is assigned to the absence  
**PRESS 1** for the System to call the assigned substitute  
**PRESS 2** to Not have the system call the substitute  
Once you confirm a request to cancel the job, you **MUST** wait for the system to say "*Job Number has been cancelled.*"

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**TO CHANGE PIN or RE-RECORD NAME**

**PRESS 1** to Change your PIN  
**PRESS 2** to Change the recording of your name

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**MEMORANDUM OF UNDERSTANDING**

**Between the**

**Anaheim Union High School District (AUHSD)**

**and the**

**Anaheim Personnel and Guidance Association (APGA)**

**English Learner Coordinator Stipend**

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows:

An annual stipend will be paid to the English Learner (EL) Coordinator based on the number of EL students served at the site as determined by the CALPADS report in the fall of the current school year. The compensation will be determined using the following formula:

<b>Number of EL Students Served</b>	<b>Annual Stipend</b>
0-100	\$0
101-150	\$500 base stipend
Each additional student above 150	\$2 per student added to base stipend

The stipend will be paid in two equal semester payments.

The duties and responsibilities of EL Coordinators will be provided to all counselors by Education Services at the beginning of each school year.

While this MOU is in effect, this agreement replaces Appendix C (Extra Service Pay Schedule) Item 2 (EL Stipend). All other contract language in Appendix C still applies.

This agreement will be effective for the 2019-2020 school year and replaces the previously negotiated MOU. The agreement will continue in full force until 06/30/2020.


This agreement is dated: December 12, 2019

Russell Lee-Sung  
Assistant Superintendent  
Human Resources

Brian Bannon  
Co-President  
APGA

Kyle Hendricksen  
Co-President  
APGA

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\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent  
Human Resources

  
\_\_\_\_\_  
Eric Stapley  
Lead Negotiator

**MEMORANDUM OF UNDERSTANDING**  
**JOB SHARING**

**For School Year ~~2012-2013~~ 2013-2014**

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows:

1. Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) counseling assignment.
2. Procedures
  - 2.1 Requests or applications for a job-sharing assignment for the following school year shall be filed with the District and the site principal no later than March 1.
  - 2.2 A request or application for job-sharing must include a proposal specifying how the employees will fulfill the responsibilities and duties of the position. Such proposal must be sent to Human Resources and the site principal.
  - 2.3 The Assistant Superintendent of Human Resources shall approve or deny requests or applications and notify, in writing, the applicants of his/her decision by May 1.
  - 2.4 Upon approval of a job share, the Assistant Superintendent of Human Resources shall draw up an agreement outlining the specific expectations, work days/hours, salary and benefits information for each of the job share participants.
  - 2.5 Shared contracts shall be entered into for a period of one year. These contracts may be renewed annually with the approval of the Assistant Superintendent of Human Resources and the site principal.
  - 2.6 In the event the job share agreement is not meeting the needs of the school and the students, the District and site principal may revoke the job share agreement at any time after providing a two week notice to the job share participants. It is expected that the Assistant Superintendent of Human Resources or site principal provide an opportunity to rectify concerns prior to revoking the agreement.
3. Notwithstanding other provisions of this Agreement, job-sharing unit member's wages, statutory benefits (if applicable) and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of the health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared. This agreement does not supersede any previous written agreement made between job-sharing unit members and the District pertaining to the distribution of health and welfare benefits.

4. Salary Schedule Advancement

In order to advance on the counselor salary schedule the individual or individuals in the job share must work a minimum of 75% of the ~~---198~~ counselor work days, which is a total of ~~---148~~ or more days within two consecutive school years. If a work year is adjusted due to furlough days, the unit member must work a minimum of 75% of the work days within the two consecutive years.

5. Return to Full-Time Assignment

5.1 If a unit member on a regular contract is in a job-sharing assignment and elects to return after the first year to full-time counseling, or if the District revokes the job-sharing agreement, the unit member will be returned to his/her original school if a position is available for which the unit member is qualified.

5.2 If a unit member on a regular contract is in a job-sharing assignment for more than one (1) year and elects to return to full-time counseling, or if the District revokes the job sharing agreement, the unit member will be assigned to the first available full-time counseling position for which the unit member is qualified.

5.3 If a job sharing unit member decides to end his/her job share agreement and return to a full-time position, or if the District revokes the job sharing agreement, the other unit member must return full-time or resign his/her position.

6. Prior to any layoff and/or reduction in force, the District shall advertise to all unit members, for a thirty (30) day period, that the opportunity exists to participate in job sharing.

This Memorandum of Understanding is not subject to the grievance language in the contract nor shall it be deemed as precedent setting or develop a District practice. This agreement sunsets on August 31, ~~---2014~~.


Dated: ~~---2014~~ December 11, 2013

\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent  
Human Resources

\_\_\_\_\_  
Brian Bannon  
Co-President  
APGA

\_\_\_\_\_  
Kyle Hendricksen  
Co-President  
APGA

*[Faint, illegible text from a scanned document, possibly a contract or agreement, covering the majority of the page.]*

  
\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent  
Human Resources

  
\_\_\_\_\_  
Eric Stapley  
Lead Negotiator

**MEMORANDUM OF UNDERSTANDING**  
**Reassignment/Surplusing Process and Tie-Breaking Criteria**

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows:

The following process and tie-breaking criteria will be applied in the event a counselor needs to be reassigned to another location due to a surplus situation.

If a reassignment of one (1) or more counselors is necessary at a site, the following process will occur:

1. Unit members at the affected site(s) shall be provided a list of vacancies by the District and given the opportunity to volunteer for reassignment.
2. If there are no volunteers, tie-breaking criteria will be used to determine who will be reassigned.
3. Should two or more counselors volunteer to be reassigned; the tie-breaking criteria listed below will apply to determine who has the first opportunity to be reassigned.
4. Unit members will be provided an opportunity to list their top three site preferences. This applies to volunteers and non-volunteers. A specific site cannot be guaranteed.
5. Once a counselor decides to voluntarily be reassigned, the counselor cannot change this decision.

In the event that no counselor volunteers for reassignment or there is a tie to determine who will be surplusd at a site and moved to another location, the following criteria in priority order will be used:

1. Current service as a Lead Counselor. (If the principal at a school site designates "co-lead counselors", he/she will designate one of them as the "primary" lead counselor for Layoff and Reassignment Tiebreaking purposes only. The principal shall notify Human Resources and the APGA Board within 5 working days of the designation.)
2. Seniority as counselor at the current site as determined by the most recent date assigned to the current site by the District.
3. Seniority as a counselor in the District.
4. Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.
5. Length of additional paid full-time prior service to the District in a certificated position.
6. Length of additional paid full-time prior service in a certificated position outside of the district.
7. Length of additional paid full-time prior service to the District in a non-certificated position.
8. Length of additional paid full-time prior service in a non-certificated position in education or a counseling setting outside of the district.
9. If the criterion above does not break a tie, a lottery will be used to determine who will be reassigned.

The Association President will be notified of all site openings prior to the District notification of reassignment.

**MEMORANDUM OF UNDERSTANDING**  
**Reassignment/Surplusing Process and Tie-Breaking Criteria**

While this MOU is in effect, its contents replace existing contract language Article 5.2, 5.3, 5.5, and Article 9.4.1. All other contract language in Article 5 and Article 9 still applies.

| This agreement sunsets on August 31, ~~2014~~ 2015.


| Dated: ~~November 12, 2011~~


\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent  
Human Resources

\_\_\_\_\_  
Brian Bannon  
Co-President  
APGA

\_\_\_\_\_  
Kyle Hendricksen  
Co-President  
APGA

This agreement is dated: November 4, 2010

  
\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent  
Human Resources

  
\_\_\_\_\_  
Sandy Allen  
Co-President  
APGA

  
\_\_\_\_\_  
Steve Gonzales  
Co-President  
APGA



*[Faint, illegible text from a scanned document, possibly a contract or agreement, covering the majority of the page.]*



Russell Lee-Sung  
Assistant Superintendent  
Human Resources



Sandra Allen  
Lead Negotiator

*[Faint handwritten text at the bottom center of the page.]*

As a condition of your employment, you agree to the following terms and conditions of your employment with the Association of Professional Golfers (APGA):

**1. EMPLOYMENT**

- a. Your employment with APGA is at-will and may be terminated at any time by either party without notice.
- b. Your employment with APGA is full-time and your normal work schedule is from 9:00 a.m. to 5:00 p.m., Monday through Friday.
- c. Your normal work location is at the APGA headquarters located at 10000 Westpark Drive, Dallas, Texas 75243.
- d. Your normal work schedule may be changed by APGA at any time without notice.

**2. COMPENSATION**

- a. Your normal rate of compensation is \$100,000 per year, payable in 12 equal monthly installments.
- b. Your normal rate of compensation may be changed by APGA at any time without notice.
- c. Your normal rate of compensation is subject to the APGA salary schedule.
- d. Your normal rate of compensation is subject to the APGA salary schedule.

APGA reserves the right to modify or terminate any or all of the above terms and conditions of your employment at any time without notice.

other portions of the contract, which are hereby incorporated by reference.

This agreement is dated: December 8, 2011

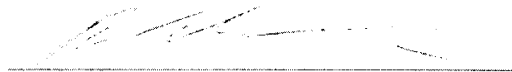



Russell Lee-Sung  
Assistant Superintendent  
Human Resources

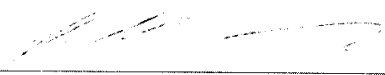



Lisa Rockwell  
Co-President  
APGA

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\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent  
Human Resources

  
\_\_\_\_\_  
Eric Stapley  
Lead Negotiator  
APGA

  
\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent  
Human Resources

  
\_\_\_\_\_  
Eric Stapley  
Lead Negotiator  
APGA

## ANAHEIM UNION HIGH SCHOOL DISTRICT

### Directions and Timeline Information For Counselor Evaluation

**DEPARTMENT PLANNING/SELF-ASSESSMENT:** The counseling departments at each school site are encouraged to meet yearly to plan departmental goals for the school year. This meeting can take place at the end of the previous school year, during the summer, or the beginning of the school year. The Department Planning/Self-Assessment form should be completed at this meeting, and a copy is given to all counselors in the department at the given school site.

#### INITIAL CONFERENCE:

- Prior to the initial conference, the counselor will review the goals/plan from the current Department Planning/Self-Assessment form as a basis to fill out the Counselor Evaluation form.
- The counselor will pick at least one element (e.g. identified as 1.1, 1.2, etc.) from each of the 6 standards for the administrator to evaluate.
- The implementation of each chosen element is to be described in the relevant “Planned Activity” section.
- The counselor will submit the proposed Individual Counselor Performance Plan to the administrator prior to November 1<sup>st</sup>.
- The administrator and counselor will review all standards and planned activities, make any necessary modifications, and sign in agreement prior to November 15<sup>th</sup>.
- A copy of the signed form is given to the counselor, and the original will be filed on campus.

The administrator may use the Classroom/Educational Setting Observation form when observing the counselor during the school year. It is recommended that a copy of the observation form will be given to the counselor within five (5) working days of the observation. A report of the observation must be completed prior to the end of the first quarter and prior to the end of the second quarter.

#### FINAL RATING:

- Administrator will use any observation forms/notes to complete the Individual Counselor Performance Plan form.
- Each standard will be rated by the administrator (1-5) based on the scale on the form.
- Comments must be made if a counselor is rated a 3 or 4; comments are encouraged for ratings 0, 1, or 2.
- The administrator will determine a final rating of all evaluation categories as: Meets, Partially Meets, Does Not Meet Standards, or Not Observed.
- The administrator will review the completed form with the counselor before May 31<sup>st</sup>.
- The final rating form will be signed by the administrator and counselor at this meeting.
- The counselor’s signature will indicate that they have received a copy of the evaluation form, and will identify if there will be a rebuttal or waiver of rebuttal.
- Rebuttal comments, if necessary, must be submitted by the counselor to the administrator, within five (5) working days.

**Standard 1: Engage, advocate for and support all students learning.**

- 1.1 Ensure all students are engaged in a system of support designed for learning and academic success
- 1.2 Advocate for educational opportunity, equity and access for all students
- 1.3 Advocate for the learning and academic success of all students
- 1.4 Identify student problems in their earliest stages and implement prevention and intervention strategies

**Standard 2: Plan, implement and evaluate programs to promote academic, career, personal and social development of all students.**

- 2.1 Demonstrate organization skills
- 2.2 Develop outcome-based programs
- 2.3 Assess program outcomes and analyze data
- 2.4 Demonstrate leadership in program development

**Standard 3: Utilize multiple sources of information to monitor and improve student behavior and achievement.**

- 3.1 Assess student's characteristics and utilize the information to plan for individual student growth and achievement
- 3.2 Interpret and use student's assessment data with students and parents/guardians in developing personal, academic, and career plans
- 3.3 Monitor student's personal, academic, career progress

**Standard 4: Collaborate and coordinate with school and community resources.**

- 4.1 Build and maintain student teams for student achievement
- 4.2 Provide consultation and education for teachers and parents
- 4.3 Develop working relationships within the school that include school staff members
- 4.4 Coordinate support from community agencies

**Standard 5: Promote and maintain a safe learning environment for all students.**

- 5.1 Promote a positive, safe, and supportive learning environment
- 5.2 Develop and implement programs that address the personal and social risk factors of students
- 5.3 Develop and implement programs that reduce the incidence of school site violence
- 5.4 Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school

**Standard 6: Plan, implement and evaluate programs to promote academic, career, personal and social development of all students.**

- 6.1 Establish professional goals and pursue opportunities to improve
- 6.2 Model effective practices and continuous progress in school counseling
- 6.3 Adhere to professional codes of ethics, legal mandates, and district policies

ANAHEIM UNION HIGH SCHOOL DISTRICT  
**INDIVIDUAL COUNSELOR PERFORMANCE PLAN**

Employee's Name: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_ Date: \_\_\_\_\_

Probationary/Temporary (All Standards)  Permanent Prof. Expectation  Initial Conference Date: \_\_\_\_\_  Observation Date: \_\_\_\_\_

**Based on the California Standards for the School Counseling Profession**

4. Does not meet standards	3. Partially meets standards	2. Meets standards	1. Exemplifies/exceeds standards	0. Not Observed
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**NATIONAL COUNSELING MODEL**

Standard 1: Engage, advocate for and support all students in learning.	4	3	2	1	0
ELEMENT # PLANNED ACTIVITY					
ELEMENT # PLANNED ACTIVITY					
COMMENTS					

Standard 2: Plan, implement and evaluate programs to promote academic, career, personal, and social development of all students.	4	3	2	1	0
ELEMENT # PLANNED ACTIVITY					
ELEMENT # PLANNED ACTIVITY					
COMMENTS					

4. Does not meet standards	3. Partially meets standards	2. Meets standards	1. Exemplifies/exceeds standards	0. Not Observed
<b>NATIONAL COUNSELING MODEL</b>				
<b>Standard 3: Utilize multiple sources of information to monitor and improve student behavior and achievement.</b>				
ELEMENT #	PLANNED ACTIVITY		4	3
ELEMENT #	PLANNED ACTIVITY			1
COMMENTS				
<b>Standard 4: Collaborate and coordinate with school and community resources.</b>				
ELEMENT #	PLANNED ACTIVITY		4	3
ELEMENT #	PLANNED ACTIVITY			1
COMMENTS				



4. Does not meet standards	3. Partially meets standards	2. Meets standards	1. Exemplifies/exceeds standards	0. Not Observed
<b>NATIONAL COUNSELING MODEL</b>				
<b>Standard 5: Promote and maintain a safe learning environment for all students.</b>				
ELEMENT #	PLANNED ACTIVITY			
	4	3	2	1
ELEMENT #	PLANNED ACTIVITY			
	4	3	2	1
COMMENTS				
<b>Standard 6: Develop as a professional school counselor.</b>				
ELEMENT #	PLANNED ACTIVITY			
	4	3	2	1
ELEMENT #	PLANNED ACTIVITY			
	4	3	2	1
COMMENTS				

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

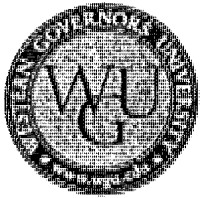
ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

EARLY START CALENDAR

APGA agrees to participate in meetings and the process to provide input for an Early Start Student/Teacher Calendar for 2015-16, 2016-17, and 2017-18.

It is understood that the calendars will be presented to the Board of Trustees in April 2014, and specific work days for Counselors will be discussed with APGA at that time.

<u>Erin Lee-Sing</u>	<u>Brian Bostick</u>	<u>Kyle Hendrickson</u>
<u>Assistant Superintendent</u>	<u>Co-President</u>	<u>Co-President</u>
<u>Human Resources</u>	<u>APGA</u>	<u>APGA</u>



WESTERN GOVERNORS UNIVERSITY  
ONLINE ACCELERATED AFFORDABLE & CREDITED

## Student Teaching Agreement

This Student Teaching Agreement (the "Agreement") is entered into this 13th day of December, 2013 ("Effective Date") by and between Western Governors University, a Utah non-profit corporation and a regionally accredited institution of higher education ("WGU"), and Anaheim Union High School District ("District").

### Article 1: Recitals

A. WGU is regionally accredited by the Northwest Association of Schools and Colleges and Universities. The WGU Teacher Education programs are further accredited by the National Council for the Accreditation of Teacher Education (NCATE).

B. WGU conducts teacher training programs leading to degrees and desires to obtain student teaching experiences for the teacher candidates enrolled in its educational programs; and

C. The District recognizes the need for and desires to aid in the educational development of student teachers and is willing to make its premises available for such purposes and, further, wishes to host Teacher Candidates in its schools.

### Agreement

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, WGU and the District agree as follows:

### Article 2: Definitions

- 2.1. "Teacher Candidate" shall refer to a student enrolled in a program at WGU which leads to an education credential.
- 2.2. "Host Teacher" shall refer to an employee of the District who is the Teacher of Record within the classroom where the Teacher Candidate is assigned. Host Teachers may or may not be a Clinical Supervisor.
- 2.3. "Clinical Supervisor" shall refer to a present or former employee of the District, retired educator, or any other individual meeting the criteria of 'Supervisor' established by WGU for this position, and engaged by WGU or the District to supervise Teacher Candidate progress. Selection, assignment and compensation of Clinical Supervisors is the responsibility of WGU.
- 2.4. "Student Teaching" shall refer to the active participation by a Teacher Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of a Host Teacher and/or Clinical Supervisor.
- 2.5. "Student Teaching Assignment" shall refer to the greater of the WGU 12-week requirement (16 weeks for special education assignments) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all WGU and State requirements.

### Article 3: District Responsibilities

- 3.1. Host Teacher. The District shall provide Teacher Candidate with Student Teaching experience in a school and classes of the District under the direct supervision and instruction of a certified Host Teacher.

3.2. Access for Clinical Supervisor. The District shall allow the Clinical Supervisor on-going access to the host school and classroom for the specific purpose of observing the Teacher Candidate.

3.3. Right to Accept or Terminate. The District may refuse to accept, or may terminate, any Teacher Candidate assigned to the District for Student Teaching based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to WGU in writing and shall state the reasons for such decision. Upon receipt of notification from the District, WGU shall promptly terminate the Teacher Candidate's assignment to the District. In the event the WGU does not agree with the District's refusal to accept a Teacher Candidate, it shall promptly (in any event not later than five working days after receipt of the written notice or request from the District) provide the District with a written statement setting forth the basis for any such disagreement. The District shall consider in good faith WGU's grounds for its disagreement. However, the decision to refuse to accept or to terminate shall remain the prerogative of the District

3.4. District Policies Provided. The District shall provide Teacher Candidates with any of the District policies and procedures to which Teacher Candidates are expected to adhere during Student Teaching Assignments and while on District premises.

3.5. Other Requirements. The District shall inform Teacher Candidates of any requirements to comply with particular laws such as those regarding blood borne pathogen and infection control standards.

3.6. Evaluations. The District through the involvement of the Host Teacher shall participate with the Clinical Supervisor and the Teacher Candidate in two evaluations of Teacher Candidates: one mid-way through the Student Teaching Assignment and another at the end of the Student Teaching Assignment. WGU shall be responsible for the format of the evaluations.

3.7. Facilitation of Professional Development. The District shall facilitate Teacher Candidate professional growth through educational assignments and shall provide adequate space, equipment and supplies to meet the objectives of training.

#### **Article 4: WGU Responsibilities**

4.1. Teacher Training Program. WGU shall be responsible for monitoring and evaluating individual Teacher Candidate progress as well as curriculum planning, admission, administration, matriculation requirements, and other issues required by its Student Teaching program.

4.2. Designation of Contact. WGU shall designate a faculty point of contact for communication and coordination of Student Teaching Assignments.

4.3. Clinical Supervisor. The District or WGU shall appoint a Clinical Supervisor who shall observe Teacher Candidates in the classroom on six separate occasions during a Student Teaching Assignment. The Clinical Supervisor will assess the candidate's progress towards mastery of teaching competencies.

4.4. Teacher Candidate Preparation. WGU will use its best efforts to see that Teacher Candidates selected for participation in Student Teaching are prepared for effective participation in the clinical education phase of their teaching training program. WGU will retain ultimate responsibility for the evaluation of the Teacher Candidate.

4.5. Host Teacher Compensation. If District policies allow, WGU shall compensate either the District or the Host Teacher **\$150.00 per Teacher Candidate** for the Host Teacher services described in this Agreement. The District acknowledges that the issuance of such compensation directly to the Host Teacher will not render the Host Teacher an employee or agent of WGU and that WGU will not withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of the Host

Teacher. No Host Teacher compensation will be provided where a Teacher Candidate acts as 'Teacher-of-Record' within District.

4.6. Clinical Supervisor Compensation. If the Clinical Supervisors are employees of the District, WGU shall compensate either the District or the Clinical Supervisors **\$500.00 per Teacher Candidate** for Clinical Supervisor services. The District acknowledges that where District policies allow the issuance of such compensation directly to employee Clinical Supervisors, WGU may contract directly with those individuals for Clinical Supervisor Services.

4.7. Invoice Procedure. Within a reasonable time following the completion of any Student Teaching Assignment, the District or individual Host Teachers and Clinical Supervisors shall submit an invoice to WGU, which invoice shall specify the number of Teacher Candidates and the amount of compensation calculated at the rate provided in Articles 4.5 and 4.6 respectively. WGU shall pay the reimbursement directly to the Clinical Supervisor and Host Teacher within 30 days following the date the invoice is received.

4.8. Termination of Assignment. Upon receipt of a written notice from the District stating the reasons for the rejection or termination of a WGU Teacher Candidate, WGU shall promptly terminate the Teacher Candidate's assignment to the District. In the event a Student Teaching Assignment is terminated before completion, compensation for Host Teacher and Clinical Supervisor services shall be pro-rated to the number of weeks completed.

4.9. Background Check. WGU shall require each Teacher Candidate to submit to a complete background check, including criminal history, as a condition of Student Teaching. WGU shall attest to District that WGU has completed a background check for each Teacher Candidate, and shall not recommend a teacher candidate for Student Teaching who fails to meet the standards established by District for acceptable background.

4.10. Representations. WGU represents that all Teacher Candidates assigned to the District for Student Teaching are validly enrolled in an approved WGU credentialing program and meet the District's background requirements. WGU makes no other representation, express or implied, about, or assumes any responsibility for, the Teacher Candidate's fitness or qualification to participate in the Student Teaching Assignment. Nothing in this Agreement shall be construed as a delegation by the District to WGU of any of the District's duties and responsibilities for operation or supervision of the school or classes of the District.

4.11. Insurance.

a. WGU Insurance. WGU shall provide and maintain general commercial liability insurance acceptable to the District in the minimum amounts of one million dollars (\$1,000,000) combined single limit, and two million dollars (\$2,000,000) general aggregate and, upon request of the District, shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement.

b. Professional Liability Insurance. WGU shall ensure that each Teacher Candidate, at their own expense, procures and maintains in force during the Student Teaching assignment, professional liability insurance in the amounts reasonably necessary to protect the Teacher Candidate against liability arising from any and all negligent acts or incidents caused by the Teacher Candidate. Coverage under such professional liability insurance shall not be less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in the aggregate. WGU shall require each Teacher Candidate to provide evidence of his or her professional liability coverage to the District.

c. Workers' Compensation Insurance. WGU shall maintain at its sole expense workers' compensation insurance for participating Teacher Candidates.

d. District Insurance. Upon request, District shall provide evidence of general professional and commercial liability insurance in the minimum amounts of one million dollars

(\$1,000,000) combined single limit, and two million dollars (\$2,000,000) general aggregate. District shall also maintain and provide evidence of worker's compensation and disability coverage for each employee as required by law.

4.12. Indemnification.

a. WGU shall hold harmless, defend and indemnify District and its elected and appointed governing board members, officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney's fees), or causes of action arising from any negligent or willful acts or omissions of WGU, its officers, employees, or Teacher Candidates incurred in the performance of this Agreement.

b. If District policies allow, the District shall hold harmless, defend and indemnify WGU and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorneys fees), or causes of action arising from the gross negligence or willful act of the District, its officers, employees or agents incurred in the performance of this Agreement, including the District's refusal to accept a Teacher Candidate to which WGU provided its timely written statement of disagreement, provided that the District is determined by any court or administrative agency of competent jurisdiction to have acted in an unlawful manner in refusing to accept the Teacher Candidate.

### **Article 5: General Provisions**

5.1. Term. This Agreement shall commence on the Effective Date and shall continue until such time as either party gives the other party thirty days' written notice of its intent to terminate the Agreement, provided, however, that all Teacher Candidates receiving Student Teaching from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment.

5.2. Confidentiality of Educational Records.

a. Teacher Candidate Records. The District acknowledges that the education records of Teacher Candidates assigned to the District are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of educational records concerning any Teacher Candidate assigned to the District under this Agreement. As a result of this Agreement, District shall be considered to be a "school official" of WGU and may transmit, share or disclose educational records without the Teacher Candidate's written consent, to other school officials of WGU who have a legitimate educational interest in the records. All other disclosures shall require the written consent of the affected Teacher Candidate and WGU.

b. District Student Records. Teacher Candidates and WGU employees shall not have access to, or have the right to review, any records of District's students, including medical records, except where authorized by the District in the regular course of Student Teaching. The discussion, transmission or narration in any form by Teacher Candidates or WGU employees of any District student information of a personal nature, medical or otherwise, obtained in the regular course of Student Teaching shall be forbidden, except as authorized by the District and not prohibited by law. The District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

5.3. Non-Discrimination. Both parties agree to fully comply with all non-discrimination laws of the District's jurisdiction and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, color, religion or creed, national origin

or ancestry, age, disability, Vietnam-era veteran status, in accordance with the laws of the state and the United States. In addition, both parties agree to accept, assign, supervise, and evaluate qualified Teacher Candidates without regard for sexual orientation.

5.4. Notices. All notices, demands, or other communications given under this Agreement shall be in writing and sent to the address listed at the end of this Agreement (unless a party has changed its address by giving notice as provided in this paragraph), and will be effective upon receipt if delivered by personal or overnight delivery or facsimile, or effective five (5) days after being placed in the United States mail, postage pre-paid.

5.5. Arbitration. The parties agree that disputes arising hereunder shall be subject to arbitration pursuant to the rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof. All arbitration activities shall be conducted via telephone and/or video conference.

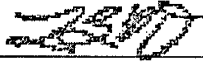
5.6. Entire Agreement and Severability. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by both parties. If a court or arbitrator holds any provision of the Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.

5.7. General Provisions. This Agreement: (i) shall be binding and enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in two or more counterparts including by facsimile or email copy, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective the day and year first above written.

WESTERN GOVERNORS UNIVERSITY  
("WGU")

ANAHEIM UNION HIGH SCHOOL DISTRICT  
("District")

By:   
Title: Field Placement Manager

By: \_\_\_\_\_  
Russell Lee-Sung  
Title: Assistant Superintendent, Human Resources

Date: 11/13/2013

Date: \_\_\_\_\_

For notice purposes, contact:

For notice purposes, contact:

Placement Specialist  
Western Governors University  
4001 S. 700 E. Suite 700  
Salt Lake City, UT 84107-2533  
(801) 428-5217  
(801) 401-7961(fax)

Russell Lee-Sung  
Assistant Superintendent, Human Resources  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801  
(714) 999-3552  
(714) 520-9752

## 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 for 2014

The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree as of January 1, 2014 that the modifications to be made to the health and welfare benefit plans are as follows:

1. Medical Insurance

Beginning with the 2014 calendar year the District's contribution to the blended super composite rate shall be increased from \$13,189 to \$13,493. Both parties acknowledge that this MOU does not affect the rights of either party to maintain or relinquish any position taken in the pending dispute between the parties related as to whether or not there is a cap on health benefits.

There shall be no change to the medical plans for the PPO and HMO except those changes that are mandated by the Affordable Care Act which take effect on or after January 1, 2014.

2. Article 2.1.2 Life and AD & D; Article 2.1.3 Dental; Article 2.1.4 Vision Care Insurance


The plan benefits for Life and Accidental Death/Dismemberment Insurance, Dental and Vision Care Insurance will continue with no change to the benefit plan.

## 3. For calendar year 2014 there will be no employee contributions towards the cost of funding the district's HMO plan or self-insured medical PPO plan.

## 4. If any other employee collective bargaining group receives a health and welfare plan for 2014 which is better than the program agreed to above, AFSCME has the right to accept the new change or reopen negotiations on health and welfare.

This agreement is dated: \_\_\_\_\_

\_\_\_\_\_  
Russell Lee-Sung  
Assistant Superintendent  
Human Resources

  
\_\_\_\_\_  
Gerald Adams  
President  
AFSCME #3112





MEMORANDUM

To: Dianne Poore  
From: Lori Raineri *LR*  
Keith Weaver *KW*  
Date: July 1, 2013  
Re: Scope of Work to Provide Financial Advisory Services for 2014 Bond Measure

---

Dianne, thank you again for the opportunity to work with Anaheim Union High School District. Below is a scope of work for us to provide financial advisory services for planning a November 2014 general obligation bond measure.

The financial advisory services we anticipate providing will include:

- Developing and updating the process and schedule of events
- Research and analysis of the District's property tax base
- Analysis of bond financial plans based on the District's facilities funding goals, the projected property tax base, structuring options, and legal constraints
- Assistance with identifying and retaining other professional services (FMP firm, public opinion survey firm, etc.)
- Developing, reviewing, and commenting on public opinion survey questionnaire
- Assistance with the process for seeking community and stakeholder input
- Objective advice and communication regarding the bond financial plan options and other aspects of the bond measure planning process
- Reviewing and commenting on bond measure related documents (Board resolution, tax rate statement, ballot statement, etc.)
- Providing Board presentations and attending staff meetings and community meetings

For this type of work, we propose to work on an hourly basis. Our hourly rate is \$225 (\$112.50 for travel time) plus out-of-pocket expenses. We propose a budget of \$45,000 including professional services, travel time, and expenses.

We will strive to work as efficiently as possible and if less time is needed, then the District will benefit. We will not exceed the proposed budget without authorization from you. Also, the cost of our services will be reimbursable to the District from bond proceeds should the bond measure be successful.

Should the District move forward with the issuance of bonds, we will propose a separate scope of work and budget at that time based on the specifics of the proposed bond issuance. This fee will be payable from the financing with no out-of-pocket cost to the District.

Dianne, as always, our commitment to our clients is "100 percent satisfaction guaranteed, 100 percent of the time". It is our goal to provide the best financial advisory services in the most economical fashion. We look forward to continuing to provide Anaheim Union High School District with this same high level of service. Thank you again.

LR:KW/abm

1228 N Street, Suite 13, Sacramento, CA 95814-5609  
Telephone (916) 444-5100 Fax (916) 444-5109



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II. TERMS OF THE AGREEMENT. In consideration of the furnishing of the services by district personnel as stated herein, the DISTRICT shall be reimbursed by PROGRAM for the total cost of providing such services, calculated as follows:

A. The percentage of full-time positions in Paragraph 1 multiplied by the actual salaries paid to the personnel in Paragraph 1.

B. Fringe benefits will be calculated by multiplying the total amount of all fringe benefit costs by the same percentage for full-time positions listed in Paragraph 1.

III. MILEAGE will be reimbursed by PROGRAM at the current PROGRAM mileage rate, directly to the DISTRICT employee, when the DISTRICT employee uses his/her automobile as a part of the services provided in the Agreement and provides mileage records subject to PROGRAM administrative review and PROGRAM policy and procedures.

IV. REIMBURSEMENT by PROGRAM will be made to the DISTRICT within thirty (30) days upon issuance of a monthly invoice commencing the month of September.

V. THE CAREER GUIDANCE SPECIALIST will be assigned to full-time career guidance functions as determined by the DISTRICT, PROGRAM, and the district school campus to which the employee is regularly assigned. North Orange County Regional Occupational Program will provide to the district superintendent and high school principal a statement of performance objectives for each career guidance specialist within their district, which will be part of the evaluation process.



**GOVERNMENT FINANCIAL STRATEGIES  
FINANCIAL ADVISORY SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is made this July 1, 2013, between Government Financial Strategies inc., a financial advisory firm ("Government Financial Strategies") and the Anaheim Union High School District ("Client") who agree as follows:

**1. Scope of Work.** Government Financial Strategies shall perform the services described in the scope(s) of work attached hereto as Exhibit A (the "Work"). Modifications, deletions and additions to the Work described in Exhibit A may be made, from time to time, upon the subsequent written agreement by both parties.

**2. Payment.**

a. In consideration for the Work to be provided by Government Financial Strategies under this Agreement, Client agrees to pay fees and expenses as set forth in Exhibit A.

b. For Work performed on a time and materials basis, Government Financial Strategies shall submit invoices to the Client on a monthly basis. For Work performed for a fixed fee, Government Financial Strategies shall submit invoices to the Client upon the completion of the Work or as otherwise identified in Exhibit A.

**3. Term.**

a. This Agreement shall terminate upon the later of the completion of the Work or two years from the date of this Agreement, unless earlier terminated as provided in subsection (b).

b. This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

c. Upon termination of this Agreement by either party, Client shall compensate Government Financial Strategies for all Work performed prior to termination. If the compensation identified in Exhibit A was on a time and materials basis, such compensation shall be based on time and materials incurred prior to termination. If the compensation identified in Exhibit A was on a fixed fee basis, such compensation shall be the greater of: 1) the percentage of services completed through the termination date multiplied by the fixed fee, or 2) the amount based on a time and materials basis, not to exceed the fixed fee. "Payment," "Ownership of Documents," "Indemnification," "Severability," "Governing Law and Venue," and "Entire Agreement" shall survive the termination of this Agreement.

**4. Professional Ability and Loyalty.** Government Financial Strategies represents that it possesses the skill to competently perform the Work, that it shall perform that Work in a manner equal to or exceeding generally accepted professional practices and standards for firms performing similar work, and that it will act in a manner it believes to be in the best interest of the Client rather than any third party.

**5. Ownership of Documents.** Every report, study, memo, letter, spreadsheet, worksheet, plan, graph, diagram, map, photograph, computer model, computer disk, computer software and other document or item prepared by Government Financial Strategies under this Agreement and provided to and paid for by the Client (the "Work Product") shall be the property of Client, and Client shall have the right to use, reuse, reproduce, publish, display, broadcast and distribute the

Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Government Financial Strategies. Government Financial Strategies may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Government Financial Strategies shall not provide any Work Product not previously made available to the public to any third party without Client's prior approval, unless compelled to do so by legal process. If Client reuses or modifies any Work Product for a use or purpose other than that intended by the Work under this Agreement, then Client shall hold Government Financial Strategies harmless against all claims, damages, losses and expenses arising from such reuse or modification.

**6. Indemnification.** Both parties shall indemnify, defend, protect, and hold harmless the other party, its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney's fees) directly arising from any negligent act or omission, willful misconduct or violation of law of the other party.

**7. Insurance.**

a. Government Financial Strategies, at its sole cost and expense, shall procure and maintain for the duration of this Agreement workers compensation insurance in the amount required by statute, comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and aggregate, automobile liability insurance with coverage of at least one million dollars (\$1,000,000) per accident, and professional errors and omissions insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and aggregate.

b. Upon request, Government Financial Strategies shall provide to Client the evidence of such insurance.

**8. Independent Contractor.** Government Financial Strategies shall be an independent contractor in performing the Work and shall not act as an agent or employee of Client. The employees of Government Financial Strategies and its subcontractors are not employees of Client within the meaning or application of any federal or state unemployment insurance laws, social security law or any worker's compensation, industrial accident law or other industrial or labor law.

**9. Non-Discrimination.** Government Financial Strategies will not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

**10. Successors and Assigns.** This Agreement shall bind and inure to the benefit of the successors and assigns of the parties; however, Government Financial Strategies shall not assign its rights and obligations under this Agreement without the prior written consent of Client, which consent shall not be unreasonably withheld.

**11. No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.

**12. Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

**13. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where the Client's main office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

**14. Notice.** All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to the addresses listed below, or to such other address as either party may specify in writing:

Government Financial Strategies:

Government Financial Strategies  
Attn: Lori Raineri, President  
1228 N Street, Suite 13  
Sacramento, CA 95814-5609

Client:

Anaheim Union High School District  
Attn: Dianne Poore,  
Assistant Superintendent, Business Services  
501 N. Crescent Way  
Anaheim Union High School District

**Entire Agreement.** This Agreement represents the sole, final, complete, exclusive and integrated expression and statement of the terms between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by written agreement by both parties.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Government Financial Strategies inc.

By:



Lori Raineri  
President

Anaheim Union High School District

By: \_\_\_\_\_

Dianne Poore  
Assistant Superintendent, Business Services

**EXHIBIT A**  
**SCOPE(S) OF WORK**

(Attached)

1 VI. PROGRAM SHALL INDEMNIFY THE DISTRICT against and hold it harmless from  
2 any and all cost, loss, and expense incurred by the DISTRICT as a result of any  
3 industrial injury or death sustained by any district employee while assigned to  
4 PROGRAM under this Agreement. PROGRAM will further hold the DISTRICT  
5 harmless from all alleged losses, claims, damages, or injuries sustained by pupils,  
6 or third persons from alleged negligent acts or omissions of employee(s) while  
7 engaged in the performance of duties for PROGRAM.

8 VII. TERMS OF THIS AGREEMENT will be effective for the period July 1, 2013 through  
9 June 30, 2014, unless terminated by either party.

10 VIII. TERMINATION. This Agreement may be terminated by either party by giving thirty  
11 (30) days written notice of cancellation.

12  
13 IN WITNESS THEREOF, the parties have caused this Agreement to be executed  
14 effective the day and year first written above.

15 ANAHEIM UNION HIGH  
16 SCHOOL DISTRICT

17 \_\_\_\_\_  
18 Dianne Poore  
19 Assistant Superintendent  
20 Business Services

21 Date \_\_\_\_\_

NORTH ORANGE COUNTY  
REGIONAL OCCUPATIONAL PROGRAM

22   
23 \_\_\_\_\_  
24 Howard Burkett  
25 Assistant Superintendent  
26 Administrative Services

27 Date: October 16, 2013



## 2013-2014 CAREER GUIDANCE SPECIALIST PERSONNEL

<u>NAME</u>	<u>ANNUAL SALARY</u>	<u>FRINGE BENEFITS</u>	<u>TOTAL</u>	<u>% TO BE REIMBURSED</u>	<u>ESTIMATED AMOUNT TO BE REIMBURSED</u>
Tom Shumski Anaheim High School	95,906.00	\$26,436.32	122,342.32	66.66%	81,553
Anita Gaston Cypress High School	86,649.00	\$25,344.92	111,993.92	66.66%	74,655
Diane Kuramoto Katella High School	95,906.00	\$26,436.32	122,342.32	66.66%	81,553
Van Parker Kennedy High School	95,906.00	\$26,436.32	122,342.32	66.66%	81,553.39
Annel Widger Loara High School	95,906.00	\$26,436.32	122,342.32	66.66%	81,553.39
Adrienne Gibson-Cross Magnolia High School	95,906.00	\$26,436.32	122,342.32	66.66%	81,553
Lisa Rockwell Savanna High School	100,217.00	\$26,944.58	127,161.58	66.66%	84,766
Elizabeth Cardenas* Western High School	90,960.00	\$35,358.50	126,318.50	66.66%	84,204
Brian Bannon Gilbert South Polaris Day School Polaris Home & Independent Studies	95,906.00	\$26,436.32	122,342.32	100.00%	122,342
<b>TOTAL BILLING</b>					<b>773,734</b>

\* Pays into PERS

Our contract with AGPA has not been completed. The salary amounts are the 2012-2013 contracted amounts minus the 2 furlough days from the prior expired contract.

REVERSE LINK INSTRUCTION AGREEMENT

BETWEEN THE

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND THE

NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM

THIS LINK AGREEMENT, for contracted instruction, entered into the 16th day of October 2013, and effective the 1st day of July 2013, by and between the North Orange County Regional Occupational Program, a JPA, with principal offices at 385 N. Muller St. Anaheim, California 92801, hereinafter referred to as PROGRAM, and the Anaheim Union High School District of Orange County, with principal offices at 501 Crescent Way, Anaheim, California 92803, hereinafter referred to as the DISTRICT.

WITNESSETH:

NOW, THEREFORE, the PROGRAM hereby agrees to provide appropriately credentialed PROGRAM personnel as requested by DISTRICT to service instructional programs maintained by the DISTRICT in the District as follows:

- I. THE FOLLOWING credentialed PROGRAM instructional personnel are hereby assigned to DISTRICT programs/classes and the proportion of time to be spent by each appropriately credentialed instructional employee on such programs/classes is expressed as a percentage of the full-time equivalent position (salaries as stated are based on current annual approved salaried income and reflect approximate amounts to be reimbursed):

SEE ADDENDUM

1 II. TERMS OF THE AGREEMENT: In consideration of the furnishing of the services  
2 for contracted instruction by the designated appropriately credentialed PROGRAM  
3 instructional personnel as stated herein, PROGRAM shall be reimbursed by the  
4 DISTRICT for the cost of providing such services, calculated as follows:

5 A. THE PERCENTAGE of full-time positions specified in paragraph I multiplied by  
6 the actual salaries paid to such personnel stated in paragraph I.

7 B. ALL APPLICABLE FRINGE BENEFIT COSTS attributed to the percentage of  
8 instructional salaries to be reimbursed including, but not limited to, annuity fund  
9 and insurance paid by PROGRAM for said salaries.

10 C. SUBSTITUTES: PROGRAM, with the DISTRICT'S acquiescence, shall provide  
11 appropriately credentialed substitute teachers during the contract period.  
12 DISTRICT may, at its option, provide appropriately credentialed substitute  
13 instructors when in the best interest of the DISTRICT. The applicable salary  
14 paid to said substitute instructor provided by the DISTRICT will be deducted  
15 from the amount to be reimbursed to PROGRAM.  
16  
17

18 III. REIMBURSEMENT BY THE DISTRICT for PROGRAM provided LINK instruction  
19 will be made to PROGRAM within thirty (30) days upon issuance of an invoice in  
20 arrears by PROGRAM during the months of December and June.

21 IV. TO THE EXTENT of the insurance coverage specified in this paragraph, the  
22 DISTRICT agrees to and does hereby indemnify and hold harmless PROGRAM, its  
23 officers, agents, and employees from liability, loss, damage, or expenses which may  
24 be incurred by reason of liability for damages for: (1) death or bodily injury to  
25 persons; (2) injury to, loss, or theft of property; or (3) other loss, damage, or  
26 expense arising under either aforesaid item (1) or (2), sustained by the DISTRICT,  
27  
28

1 its students participating in laboratory learning experiences, or by any person(s)  
2 employed by the DISTRICT in connection with the facilities which are the subject of  
3 this Agreement, except for liability resulting from the sole negligence or willful  
4 misconduct of PROGRAM, or its officers, employees, agents, or independent  
5 contractors who are directly employed by PROGRAM; and any injury to or death of  
6 persons or damage to property caused by any act, neglect, default, or omission of  
7 the DISTRICT, its employees, or students. DISTRICT shall provide during the life of  
8 this Agreement certificates of primary general liability damage and property damage  
9 insurance naming PROGRAM as "ADDITIONAL NAMED INSURED" and shall hold  
10 harmless PROGRAM to the extent of Two Million Dollars (\$2,000,000).

11 V. PERSONNEL DUTIES: The contracted PROGRAM personnel will provide to the  
12 DISTRICT the following services:

- 13
- 14 A. To provide instruction in designated DISTRICT classes in compliance with  
15 DISTRICT instructional policies, procedures, curriculum, and class schedule.
  - 16 B. The instructor will work under the direct supervision of designated DISTRICT  
17 supervisor for the portion of time assigned for DISTRICT instruction.
  - 18 C. The instructor will be responsible for:
    - 19 1) Effective teaching-learning environment
    - 20 2) Enrollment and student attendance
    - 21 3) Certification and placement of students
    - 22 4) Effective communication with campus and DISTRICT staff
- 23

24 VI. TERMS OF THIS AGREEMENT will be effective for the period July 1, 2013, through  
25 June 30, 2014, unless terminated by either party.  
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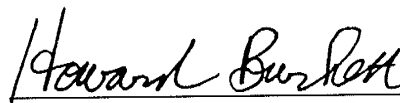
1 VII. TERMINATION: This Agreement may be terminated by either party by  
2 giving thirty (30) days written notice of cancellation.

3 IN WITNESS THEREOF, the parties have caused this Agreement to be executed  
4 effective the day and year first written above.  
5

6  
7 ANAHEIM UNION HIGH  
8 SCHOOL DISTRICT

NORTH ORANGE COUNTY REGIONAL  
OCCUPATIONAL PROGRAM

9  
10 \_\_\_\_\_  
11 Dianne Poore  
12 Assistant Superintendent  
13 Business Services

  
Howard Burkett  
Assistant Superintendent  
Administrative Services

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Date October 16, 2013

ANAHEIM UNION HIGH SCHOOL DISTRICT

2013-2014 REVERSE LINK INSTRUCTION

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NAME	ANNUAL SALARY	FRINGE BENEFITS	TOTAL	% TO BE REIMBURSED	AMT TO BE REIMBURSED
Jeremy Cates	\$46,490	\$27,524	\$74,014	20%	\$14,803
Saul Garcia	\$53,260	\$28,323	\$81,583	20%	\$16,316
John Puckett	\$56,650	\$28,722	\$85,372	20%	\$17,074
Casey Vesque	\$47,730	\$27,671	\$75,401	20%	\$15,080
<b>Approximate Amount to be Reimbursed</b>					<b>\$63,273</b>

## AGREEMENT FOR ARCHITECTURAL SERVICES

### 1 PARTIES AND DATE.

This Agreement is made and entered into this 13th day of December, 2013 by and between the **Anaheim Union High School District**, a public school district organization organized under the laws of the State of California with its principal place of business at 501 Crescent Way Anaheim CA 92803 (“District”) and **Ghataode Bannon Architects, LLP** with one or more architects or engineers licensed to practice in the State of California and with its principal place of business at 760 W 16<sup>th</sup> Street Unit B, Costa Mesa, California 92627 (“Architect”). District and Architect are sometimes individually referred to as “Party” and collectively as “Parties.”

### 2 RECITALS.

**2.1 District.** District is a public school district organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

**2.2 Architect.** Architect desires to perform and assume responsibility for the provision of certain professional architectural services required by the District on the terms and conditions set forth in this Agreement. Architect warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Section 3.2, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California.

**2.3 Project.** District desires to engage Architect to render such services for the Modernization, New Construction and Repairs of the AUHSD Facilities as set forth in this Agreement and to be specifically defined by individual Work Authorization(s).

### 3 TERMS

**3.1 Employment of Architect.** Architect promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as “Services”). The Services are more particularly described throughout this Agreement, including Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District for compliance with the Standard of Care as defined in the Agreement and in

conformance with this Agreement, which approval shall not be unreasonably withheld.

### **3.2 Project Architect; Key Personnel.**

3.2.1 Project Architect. Architect shall name a specific person to act as Project Architect, subject to the approval of District. Architect hereby designates Sushila Ghataode, AIA (License No.C28923) to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Services at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that District and Architect cannot agree as to the substitution of a new Project Architect, District shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Architect, Architect has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of the District. In the event that District and Architect cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Architect at the request of the District. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: Project Manager, David M. Bannon, AIA (License No. C25904); Structural Engineer, William Correia S.E. (License No. S2132); Mechanical/Plumbing Engineering, Glumac, Scott Allen & Richard Holzer (License No. 22941); Electrical Engineer, TK1SC, Joel Brandts & Raymond W. Swartz (License No. E15610); Civil Engineer, Ron Canedy & Alan Lee (License #C349171).

### **3.3 Hiring of Consultants and Personnel.**

3.3.1 Right to Hire or Employ. Architect shall have the option, unless District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion. Architect shall notify District of the identity of all consultants at least fourteen (14) days prior to their commencement



of work in order to allow District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by District in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Architect shall be required to meet the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Architect shall promptly obtain written District approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and key personnel shall be subject to approval by District.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Architect at Architect's sole expense.

### **3.4 Standard of Care.**

3.4.1 Standard of Care. Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to District for any damages to District and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Architect shall be fully responsible to the District for any increased costs incurred by the District as a result of any such delays in the design or construction of the Project. Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. Architect warrants that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Architect shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Architect's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate

or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project.

### **3.5 Laws and Regulations.**

3.5.1 Knowledge and Compliance. Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Architect by law. Architect shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Architect performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Architect shall be solely responsible for all costs arising therefrom. Architect shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations, which were not known or reasonably should not have been known, by Architect may be compensated as Additional Services. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto.

3.5.3 Americans with Disabilities Act. Architect will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Architect shall inform District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide District with its interpretation of such inconsistencies and conflicting interpretations. Unless Architect brings such inconsistencies and conflicting interpretations to the attention of the District and requests District's direction on how to proceed, the Architect's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Architect, and the Architect shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. If Architect brings such inconsistencies and conflicting interpretations to the attention of the District and request's District's direction on how to proceed, Architect shall be responsible to the District only

pursuant to the indemnification provision of this Agreement. District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the Architect cannot warrant or guarantee that its interpretation will be correct. Architect will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 Permits, Approvals and Authorizations. Architect shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Architect shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the District.

### **3.6 Independent Contractor.**

3.6.1 Control and Payment of Subordinates. District retains Architect on an independent contractor basis and Architect is not an employee of District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Architect shall also not be employees of District, and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

### **3.7 Schedule of Services.**

3.7.1 Timely Performance Standard. The District shall issue Work Authorizations to the Architect, incorporating the terms and conditions set forth herein, with any noted exceptions, authorizing the Architect to proceed with the work described therein ("Work Authorization"). The District shall not be liable for payment for any work performed by the Architect for which the District has not issued a Work Authorization. Architect shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Architect shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project. Architect agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.2 Performance Schedule. Architect shall prepare an estimated time schedule for the performance of Architect's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for District's

review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Architect cannot mutually agree on a performance schedule, District shall have the authority to immediately terminate this Agreement. The schedule, including any excusable delays, shall not be exceeded by Architect without the prior written approval of District. If the Architect's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which the Architect will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 Excusable Delays. Any delays in Architect's work caused by the following shall be added to the time for completion of any obligations of Architect: (1) the actions of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Architect; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Architect.

3.7.4 Request for Excusable Delay Credit. The Architect shall, within ten (10) calendar days of the beginning of any excusable delay (unless District grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement), notify the District in writing of the causes of delay. District will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole and reasonable judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

### **3.8 Additional Architect Services.**

3.8.1 Request for Services. At District's request, Architect may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Architect to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Architect shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between the District and Architect as to the scope and compensation to be paid for such services. District shall pay Architect for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

3.8.3.1 Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

3.8.3.2 Furniture and Interior Design. Assistance to District, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

3.8.3.3 Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Architect to detect and report such matters when it reasonably should have done so shall not be compensated.

3.8.3.4 Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Architect.

3.8.3.5 Legal Proceedings. Serving as an expert witness on District's behalf or attending legal proceedings to which the Architect is not a party.

3.8.3.6 Damage Repair. Supervision of repair of damages to any structure.

3.8.3.7 Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Architect's services for the Project.

3.8.3.8 Inspection Services. Professional inspection services, as required, in strict accordance with all applicable local, state and federal laws, rules and regulations.

**3.9 District Responsibilities.** District's responsibilities shall include the following:

3.9.1 Data and Information. District shall make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide the Architect with a preliminary construction budget ("District's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Architect, District shall furnish Architect with, or direct Architect to procure at District's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features,

improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Inspector of Record. Appoint and pay, upon mutual agreement with Architect, an Inspector of Record as provided by state law. The Inspector of Record shall be qualified and approved by Architect and by the Division of State Architect, shall be under direction of the Architect, and shall be responsible to, and act in accordance with, the policies of District. The Inspector of Record shall be compensated by the District and shall be under direct contract with the District. The construction administration by Architect and its engineers or other consultants shall complement the continuous personal supervision of the Inspector of Record.

3.9.4 Bid Phase. Distribute or delegate to others, included but not limited to the Architect, Final Construction Bid Documents to bidders and conduct the opening and review of bids for the Project.

3.9.5 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.6 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.9.7 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.8 District's Representative. Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall be authorized to act as liaison between Architect and District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.9.9 Review and Approved Documents. Review all documents submitted by Architect, including change orders and other matters requiring approval by the District Council or other officials. District shall advise Architect of decisions pertaining to such documents

within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

### **3.10 Compensation.**

3.10.1 Architect's Compensation for Basic Services. Subject to adjustment under Exhibit "B" attached hereto, District shall pay to Architect, for the performance of all Services rendered under this Agreement, a not to exceed amount of ONE HUNDRED FIFTY THOUSAND DOLLARS \$150,000.00 in incremental amounts set forth in the Work Authorizations to be issued by the District prior to performance of Services as described herein ("Total Compensation"). The Total Compensation shall constitute complete and adequate payment for the Services Provided under this Agreement.

3.10.2 Payment for Additional Services. Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Architect shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in advance by the District. If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Architect shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by District, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) additional document duplication costs in excess of the number of sets set forth in Exhibit "A" and (5) other costs, fees and expenses not specifically allowed under this agreement or a part of a Work Authorization.

3.10.4 Payment to Architect. Architect's compensation and reimbursable expenses shall be paid by District to Architect no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Architect shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the

initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Architect shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner. Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Architect. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the intentional or negligent acts, errors or omissions protected under the indemnification provisions of this Agreement. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Architect is liable under the Agreement or state law. Payments to the Architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Architect's reasonable control.

3.10.6 Prevailing Wages. Architect is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft,



classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Architect's principal place of business and at the Project site. Architect shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Architect or its consultants to comply with the Prevailing Wage Laws.

3.10.7 Labor Compliance Program. Pursuant to Labor Code section 1771.7, the District has implemented, staffed, and shall enforce a Labor Compliance Program ("LCP"), as approved by the Department of Industrial Relations on April 2003. The Architect shall be required to comply with all the requirements of the District's LCP and all applicable provisions of the California Labor Code.

### **3.11 Notice to Proceed.**

Architect shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

### **3.12. Termination, Suspension and Abandonment.**

3.12.1 District's Termination for Convenience; Architect's Termination for Cause. District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Architect shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Architect shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Architect. Architect hereby expressly waives any and all claims for damages or compensation arising under this Section 3.12, except as set forth herein, in the event of such suspension, abandonment or termination. Architect may terminate this Agreement for substantial breach of performance by the District, such as failure to make payment to Architect as provided in this Agreement.

3.12.2 District's Suspension of Work. If Architect's Services are suspended by District, District may require Architect to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Architect.

3.12.3 Documents and Other Data. Within Seven (7) calendar days following suspension, abandonment or termination of this Agreement, Architect shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents

prepared by or on behalf of Architect under this Agreement. In the event of a dispute regarding the amount of compensation to which the Architect is entitled under the termination provisions of this Agreement, the Parties shall be subject to Section 3.19 of this Agreement and Architect shall provide all Project Documents to District upon payment of the undisputed amount. Architect shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. Architect shall make such documents available to District without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Architects. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.13 Ownership and Use of Documents; Confidentiality.**

3.13.1 Ownership. Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of District. Although the official copyright in all Project Documents shall remain with the Architect or other applicable subcontractors or consultants, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Architect shall provide to District copies of all Project Documents required by District. In addition, Architect shall retain copies of all Project Documents on file for a minimum of five (5) years following completion of the Project, and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.13.2 Right to Use. Architect grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion with no additional compensation to Architect, for the construction of all or part of this Project. District is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused. District shall be able to use or reuse the Project Documents for their intended purposes or to otherwise complete this Project, if necessary, without risk of liability to the District. However, any use or reuse by District of the Project Documents for other than their intended use or on any project other than this Project without employing the services of Architect shall be at District's own risk. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Architect's and its Consultant's seals from the Project Documents and indemnify and hold harmless Architect and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project. Architect shall be responsible and liable for its Project Documents, pursuant to the terms of this Agreement, only with respect to the condition of the Project Documents at the time they are provided to the District upon completion, suspension, abandonment or termination. Architect shall not be

responsible or liable for any revisions to the Project Documents made by any party other than Architect, a party for whom the Architect is legally responsible or liable, or anyone approved by the Architect.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Architect shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Architect and provided to Architect by District.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Architect for any purposes other than the performance of the Services. Architect shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Architect which is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

### **3.14 Indemnification.**

Architect shall defend, indemnify and hold District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of Architect, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorney's fees, expert witness fees and other related costs and expenses of defense. Architect shall defend, at Architect's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its , officials, officers, employees, volunteers and agents. Architect shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, volunteers and agents in any such suits, actions or other legal proceedings. Architect shall also reimburse

District for the cost of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, loses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for District's reasonable attorney's fees and costs, including expert witness fees. Architect shall reimburse District, its officials, officers, employees, volunteers and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, volunteers and agents.

### **3.15 Insurance.**

3.15.1 Time for Compliance. Architect shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section.

3.15.2 Minimum Requirements. Architect shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability:* Coverage which is appropriate to the Architect's profession, or that of its consultants or subcontractors.

(B) Minimum Limits of Insurance. Coverages shall provide limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability:* Not less than \$1,000,000 per claim.

3.15.3 Professional Liability. Architect and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.15.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Architect or for which the Architect is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Architect.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.15.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Architect shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and

agents; or (B) the Architect shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District.

3.15.8 Verification of Coverage. Architect shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.9 Subcontractor and Consultant Insurance Requirements. Architect shall not allow any of its architects, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Architect, District may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the District, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section.

### **3.16 Records.**

Architect shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Architect shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Architect shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

### **3.17 Standardized Manufactured Items.**

Architect shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

### **3.18 Limitation of Agreement.**

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the schematic drawings and site utilization plans are approved. Any subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for architectural services between District and the architect chosen therefor by District.

### **3.19 Dispute Resolution.**

In the unlikely event of a dispute, each person signing this Agreement (or his or her successor) shall mutually attempt resolution first by informal face-to-face negotiations. If mutually agreeable to the parties, any remaining disputes shall be submitted to a mutually agreeable independent third-party for mediation, whose decision of the dispute shall be final and binding on all parties. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

### **3.20 Successors and Assigns.**

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

### **3.21 Asbestos Certification.**

Architect shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Architect prepares for the Project. Architect shall require all consultants who prepare any other documents for the Project to submit the same written certification. Architect shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Architect shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

### **3.22 No Third Party Rights.**

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

### **3.23 Governing Law.**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Los Angeles County.

### **3.24 Entire Agreement.**

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are

not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

**3.25 Severability.**

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

**3.26 Non-Waiver.**

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

**3.27 Safety.**

Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

**3.28 Delivery of Notices.**

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**ARCHITECT: GHATAODE BANNON ARCHITECTS  
760 W 16<sup>TH</sup> STREET UNIT B  
COSTA MESA, CA 92627**

**DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT  
P.O. BOX 3520  
501 CRESCENT WAY  
ANAHEIM, CA 92803-3520  
ATTENTION: DIANNE POORE  
ASSISTANT SUPERINTENDENT, BUSINESS**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.



### **3.29 Attorney's Fees.**

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

### **3.30 Time of Essence.**

Time is of the essence for each and every provision of this Agreement.

### **3.31 District's Right to Employ Other Consultants.**

District reserves right to employ other consultants, including Architects, in connection with this Project or other projects.

### **3.32 Prohibited Interests.**

3.32.1 Solicitation. Architect maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Further, Architect warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

### **3.33 Equal Opportunity Employment.**

Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Architect shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

**3.34 Disabled Veteran Business Enterprise Certification.** If required for this Project, Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Architect fails to comply with this requirement, the Agreement shall be deemed canceled.

### **3.35 Labor Certification.**

By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

### **3.36 Subcontracting.**

As specified in this Agreement, Architect shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

### **3.37 Supplemental Conditions.**

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

**3.38 Drug/Tobacco Free Facilities.** All District facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

**3.39 Fingerprinting Requirements.** Unless exempted, Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Architect and its consultants must provide for the completion of the certification form attached hereto as Exhibit "D" and incorporated herein by reference prior to any of the Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

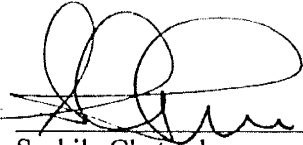
**3.40 Exhibits and Recitals.** All Exhibits and Recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth herein by this reference.

**3.41 Authority to Execute.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**ANAHEIM UNION HIGH SCHOOL  
DISTRICT**

**GHATAODE BANNON ARCHITECTS**

By: \_\_\_\_\_  
Dianne Poore  
Assistant Superintendent, Business

By:  12.3.13  
Sushila Ghataode  
Partner

## EXHIBIT "A"

### ARCHITECT'S SCOPE OF SERVICES

#### 1. GENERAL REQUIREMENTS.

**1.1 Basic Services.** Architect agrees to perform all the necessary professional architectural, engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

**1.2 Exclusions from Basic Services.** The following services shall be excluded from the basic services listed above: soils engineering, geotechnical services, hazardous waste or toxic substance engineering.

**1.3 Additional Services.** Architect shall perform the following Additional Services for the Project: NOT APPLICABLE

**1.4 Communication with District.** Architect shall participate in consultations and conferences with authorized representatives of District and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Architect shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project, including any construction manager hired by the District.

**1.5 Coordination and Cooperation with Construction Manager.** The District may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the construction manager so that the Architect will be fully aware of the duties and responsibilities of the construction manager. The Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the District to be made or given by the construction manager. The Architect shall request clarification from the District in writing if the Architect should have any questions regarding the authority of the construction manager.

## **2. INITIAL PLANNING PHASE.**

During the initial planning phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

**2.1 Project Feasibility.** Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

**2.2 Meeting Budget and Project Goals.** Architect shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line, including the District's Preliminary Construction Budget. Architect shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Architect to design the Project within budget. As discussed below, if the lowest responsive and responsible bid for the Project exceeds the budget by the specified amount, Architect may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget, unless the District, in its sole discretion, determines that bids are affected by market factors not within the reasonable control of the Architect (e.g., labor or material shortage) and bids are received more than six (6) months following the completion of the Final Working Drawings and Specifications, as defined herein.

**2.3 Permits, Approvals and Authorizations.** As indicated in Section 3.5.4, Architect shall assist District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

## **3. SCHEMATIC PLAN PHASE.**

During the schematic plan phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

**3.1 Funding Documents.** Architect shall provide a site plan and all other Project-related information necessary and required for an application by District to any federal, state, regional, or local agencies for funds to finance the construction Project.

**3.2 Schematic Plans.** In cooperation with District, Architect shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings ("Schematic Plans"). Architect shall incorporate the functional requirements of District into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

**3.3 Preliminary Project Budget.** Architect shall use the District's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by District ("Architect's Preliminary Project Budget"). The purpose of the Architect's Preliminary Project Budget is to show the probable Project cost in relation to District's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Architect perceives site considerations which render the Project expensive or cost prohibitive, Architect shall disclose such conditions in writing to District immediately. As stated above, if the lowest responsive and responsible bid for the Project exceeds the budget by the specified amount, Architect may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget, unless the District, in its sole discretion, determines that bids are affected by market factors not within the reasonable control of Architect (e.g. labor or material shortage) and bids are received more than six (6) months following the completion of the Final Working Drawings and Specifications, as defined herein. Architect shall provide a preliminary written time schedule for the performance of all construction work on the Project.

**3.4 Copies of Schematic Plans and Other Documents.** Architect, at its own expense, shall provide three (3) complete sets of the Schematic Plans described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District.

#### **4. DESIGN DEVELOPMENT PHASE.**

During the design development phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

**4.1 Design Development Documents.** Once District provides Architect with specific written approval of the Schematic Plans described herein, Architect shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the District Council for approval.

**4.2 Copies of Design Development and Other Documents.** Architect, at its own expense, shall provide three (3) complete sets of the Design Development Documents described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District.

**4.3 Updated Project Budget.** Architect shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein (“Architect’s Updated Project Budget”).

**4.4 Timetable.** Architect shall provide a written timetable for full and adequate completion of the Project to District.

**4.5 Application for Approvals.** Architect shall assist District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Architect shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

**4.6 Color and Other Aesthetic Issues.** Architect shall provide, for District’s review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

## **5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.**

During the final working drawings and specifications phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

**5.1 Final Working Drawings and Specifications.** Once District provides Architect with specific written approval of the Design Development Documents described herein, Architect shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner (“Final Working Drawings and Specifications”). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.9.2, District may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including record drawings (“record drawings”) in District’s possession. District shall make a good-faith effort to verify the accuracy of the record drawings and provide any supplemental information to Architect which may not be shown on the record drawings.

**5.2 Form.** The Final Working Drawings and Specifications must be in such form as will enable Architect and District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations

and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect.

**5.3 Approval and Revisions.** District shall review, study, and check the Final Working Drawings and Specifications presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to the attention of District. The parties agree that Architect, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructability review processes of the Final Working Drawings and Specifications at 75% to 90% completion levels with the assistance of the Architect, its engineers and consultants, and to hire an independent architect or other consultant to perform such reviews at 90% to 100% completion level. Any such independent constructability review shall be at District's expense. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior District direction, Architect shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

**5.4 Costs of Construction.** It is understood by Architect that should the Final Working Drawings and Specifications be ordered by District, District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

**5.5 Copies of Final Working Drawings and Specifications and Other Documents.** Architect, at its own expense, shall provide three (3) complete sets of the Final Working Drawings and Specifications described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District.



## **6. CONSTRUCTION CONTRACT DOCUMENTS.**

During the construction contract documents phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

**6.1 Bid and Contract Documents.** If so required by District, Architect shall assist District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of District and District's legal counsel.

**6.2 Final Estimate.** At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Architect shall provide District with its final estimate of probable construction cost ("Architect's Final Estimate"). As stated above, it shall be the Architect's duty to design the Project within budget.

## **7. BID PHASE.**

During the bid phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

**7.1 Reproducible Construction Documents.** Once District provides Architect with specific written approval of the Construction Documents and Architect's Final Estimate, Architect shall provide to District one set of reproducible Construction Documents in AutoCAD and PDF format .

**7.2 Distribution of Contract Documents and Review of Bids.** Architect shall assist District (at no cost to Architect) in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project.

**7.3 Overbudget.** If the apparent lowest responsive and responsible bid on the Project exceeds the Architect's Final Estimate by more than five percent (5%), District may request Architect to amend, at Architect's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Architect's Final Estimate, unless the District, in its sole discretion, determines that bids are affected by market factors not within the reasonable control of the Architect (e.g., labor or material shortage) and bids are received more than six (6) months following the completion of the Final Working Drawings and Specifications, as defined herein. All revisions necessary to bring the lowest responsible and responsive bid within the Architect's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the District.

## **8. CONSTRUCTION PHASE.**

During the construction phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

**8.1 Observation.** The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that District may, in its discretion, consent to such observation by another competent representative of Architect. Architect neither shall be responsible for performance of the work observed, nor shall Architect incur any liability to any party for observation as required by this paragraph.

**8.2 General Administration.** Architect shall provide general administration of the Construction Documents and the work performed by the contractors.

**8.3 Pre-Construction Meeting.** Architect shall conduct one or more pre-construction meetings, as the District determines is needed for the Project, with all interested parties.

**8.4 Site Visits of Contractor's Work.** Architect shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly.

**8.5 Site Visits of Inspector's Work.** Architect shall conduct site visits to communicate and observe the activities of the District inspectors. Such site visits shall be conducted as often as is mutually acceptable to Architect and District. Architect shall direct the District inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

**8.6 Coordination of Architect's Consultants.** Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or District, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

**8.7 Reports.** Architect shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project.

**8.8 Construction Meetings; Minutes.** Architect shall attend all construction meetings and provide written reports/minutes to the District after each construction meeting in order to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

**8.9 Written Reports.** Architect shall make written reports to District as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work.

**8.10 Written Records.** Architect shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and District of any deviations from the time schedule which could delay timely completion of the Project.

**8.11 Material and Test Reports.** Architect shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Architect shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and District.

**8.12 Review and Response to Submissions.** Architect shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Architect's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

**8.13 Rejection of Work.** Architect shall promptly reject, as discussed with District, work or materials which do not conform to the Construction Documents. Architect shall immediately notify the District and contractor(s) of such rejections. Architect shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

**8.14 Substitutions.** Architect shall consult with District, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the District's final written approval of such substitutions. Architect's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

**8.15 Revised Documents and Drawings.** Architect shall prepare, at no additional expense to District, all documents and/or drawings made necessary by Architect's errors and omissions in the originally approved Construction Documents.

**8.16 Change Requests and Material Changes.** Architect shall evaluate and advise District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. If the District has not hired a construction manager or other person to do so, the Architect shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, the Architect shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with the Architect's approval, or submit them to the District with recommendations for revision or denial if necessary.

Architect shall not order contractors to make any changes affecting the contract price without approval by District of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending District Council approval, changes necessary to meet construction emergencies, if written approval of District's Representative is first secured.

**8.17 Applications for Payment.** Architect shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the District's inspector.

**8.18 Final Color and Product Selection.** Architect shall coordinate final color and product selection with District's original design concept.

**8.19 Substantial Completion.** Architect shall determine the date of substantial completion, in consultation with the District.

**8.20 Punch List.** After determining that the Project is substantially complete, Architect shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Architect shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Architect shall also notify District of all Punch List Items.

**8.21 Warranties.** Architect shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Architect shall coordinate and provide these materials to the District.

**8.22 Certificate of Completion.** Architect shall participate in any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

**8.23 Documents for Project Close-Out.** Architect shall cause all other architects, engineers and other consultants, as may be hired by Architect, to file any and all required documentation with the District or other governmental authorities necessary to close out the Project. Architect shall assist the District in obtaining such documentation from all other architects, engineers, or other consultants.

## **9. RECORD DRAWINGS.**

During the record drawings phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

**9.1 Record Drawings and Specifications.** Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Architect shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by

change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an “as-built” set of Final Working Drawings and Specifications (“Record Drawings and Specifications”). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Architect shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to Architect by any inspectors and the contractor. Architect shall not be required to verify any information by physical inspection.

**9.2 Approval.** Once District provides Architect with specific written approval of the Record Drawings and Specifications, Architect shall forward to District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

**9.3 Documents for Final Payment.** Prior to the receipt of Architect’s final payment, Architect shall forward to District all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings (in AutoCAD and PDF formats) and Specifications as required herein; and (4) Architect’s Certificate of Completion.

## **10. WARRANTY PERIOD.**

During the warranty period phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

**10.1 Advice.** Architect shall provide advice to District on apparent deficiencies in the Project during any applicable warranty periods for the Project.

**EXHIBIT "B"**

**FEE AND PHASING/FUNDING SCHEDULES**

**1. FEE SCHEDULE.**

The Architect and District shall use the District's Preliminary Construction Budget to establish an estimate of the Architect's Total Compensation based upon the following Fee Schedule:

<b>FEE SCHEDULE FOR NEW CONSTRUCTION</b>	
<b>CONSTRUCTION COSTS</b>	<b>% RATE</b>
first \$500,000	9%
next \$500,000	8.5%
next \$1,000,000	8%
next \$4,000,000	7%
next \$4,000,000	6%
excess of \$10,000,000	5%

<b>FEE SCHEDULE FOR MODERNIZATION</b>	
<b>CONSTRUCTION COSTS</b>	<b>% RATE</b>
first \$500,000	12%
next \$500,000	11.5%
next \$1,000,000	11%
next \$4,000,000	10%
next \$4,000,000	9%
excess of \$10,000,000	8%

For periodic payment purposes, this amount may be adjusted upon mutual agreement of the District and Architect according to the Architect's Preliminary Project Budget, the Architects Updated Project Budget and the Architect's Final Estimate.

The actual Total Compensation per project will be determined based on the actual construction costs for the Project. The term "Actual Construction Costs" shall be defined as: (1) the sum of all of the contracts between the District and the contractors who will actually construct the Project and for whose work Architect or its consultants prepared Final Working Drawings and Specifications acceptable to the District; and (2) all authorized additive change orders for such contracts, so long as any such additive change orders were not made necessary by the negligent or wilful acts or omissions of the Architect or its consultants; and (3) general conditions and all other construction management fees for CM/multiple prime contracts, if any. The Actual Construction Costs shall not include the following: (1) compensation paid to the Architect, the Architect's consultants or other consultants hired by the District; (2) the costs of land or rights-of-way; (3) the costs of furnishings, equipment or other articles furnished by the District for the Project; (4) testing and inspection fees; (5) reimbursable costs as outlined in this Agreement or any other agreement for the Project; and (6) other costs which are the responsibility of the District, including those provided for in Section 3.9.

**2. PHASING/FUNDING SCHEDULE.**

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

Schematic Plan Phase:	15 percent (15 %)
Design Development Phase:	20 percent (20 %)
Final Working Drawings & Specifications Phase:	40 percent (40 %)
Construction Contract Documents Phase:	3 percent (3 %)
Bid Phase:	2 percent (2 %)
Construction Phase:	18 percent (18 %)
Record Drawings Phase:	2 percent (2 %)

If Initial Planning Phase is approved via the Work Authorization, the Schematic Plan Phase, will be divided as follows:

- 1a) Initial Planning Phase: 5 percent (5 %)
- 1b) Schematic Plan Phase: 10 percent (10 %)

All other steps and percentages shall remain the same.

Non-standard projects may have a different Progress payment schedule to be proposed by the Architect and accepted by the District. Said schedule will be incorporated in the Work Authorization.

**EXHIBIT “C”**

**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**1. HOURLY COMPENSATION RATES.**

Principal	\$195.00 per hour
Project Manager	\$175.00 per hour
Project Architect/Senior Technical Personnel	\$160.00 per hour
Job Captain/Intermediate Technical Personnel	\$135.00 per hour
Drafter/Junior Technical Personnel	\$105.00 per hour
Architect Intern	\$105.00 per hour
Administrative Personnel	\$85.00 per hour
Engineer	\$175.00 per hour

**2. REIMBURSABLE EXPENSES.**

As approved by individual Work Authorizations.

**3. ADDITIONAL SERVICES.**

Additional Services shall be computed at the actual hourly rates listed above.

**4. ADDITIONAL CONSULTANTS.**

If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the consultant’s actual hourly rates plus ten percent (10%). Owner shall have the authority to review and approve the rates of any such consultants.